

## AGENDA

### Hampton Roads Transportation Accountability Commission

#### Annual Organizational Meeting

#### In Person Meeting

June 12, 2025

12:30 p.m.

#### 1. Call to Order and Roll Call

#### 2. Approval of Agenda

#### 3. Public Comment Period

- *Limit 5 minutes per individual*

#### 4. Chair's Comments

#### 5. Consent Items

- *Recommended Action: Approval*

##### A. Minutes of the March 20, 2025 Regular Meeting (Attachment 5A)

##### B. HRTAC FY2026 Administrative and Project Development Budget (Attachment 5B)

##### C. FY2026-FY2031 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Highway Regional High Priority Projects and Related FY2026 Schedule of Debt Service and the FY2026-FY2031 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Transit Regional High Priority Projects (Attachment 5C)

##### D. HRTAC 2045 Long Range Plan of Finance Updates for the Region's High Priority Projects and the Hampton Roads Regional Transit Fund Update (Attachment 5D)

##### E. I-64/I-464 Interchange Improvements Phase A Standard Project Agreement (UPC 127093) (Attachment 5E)

##### F. Hampton Roads Express Lanes Segment 3 (Capital Improvements – Tolling Infrastructure) Project – Amendment to Standard Project Agreement (UPC 118376) (Attachment 5F)

##### G. FY2026 HRTAC Meeting Schedule (Attachment 5G)

##### H. Commonwealth of Virginia 457 Deferred Compensation Plan (Attachment H)

## 6. Action Items

- Recommended Action: Discussion/Endorsement/Recommendation/Direction

**A. Election of FY2026 Officers of the Commission (Attachment 6A)** – General Counselor Inglima and Nominating Committee Chair Hipple - Recommended Action: Nominations/Discussion/Voting

*Action Items 6B-6C - Recommended Action by the Commissioners of the Member Jurisdictions of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, and Virginia Beach (the 'Six Cities of HRT') for the Distribution of the Hampton Roads Regional Transit Funds: Discussion/Approval*

**B. Hampton Roads Regional Transit Fund – Transportation District Commission of Hampton Roads FY2026 Application for Funding and Related Project Agreements (Attachment 6B)** - Executive Director Page - Recommended Action by the Six Cities of HRT: Discussion/Approval

**C. Hampton Roads Regional Transit Fund – Transportation District Commission of Hampton Roads FY2025 – Project 202501H Agreement Amendment (Attachment 6C)** - Executive Director Page - Recommended Action by the Six Cities of HRT: Discussion/Approval

## 7. Information Items

**A. HRTAC Monthly Financial Report – (Attachment 7A)** – Finance Committee Chair Hipple

**B. VDOT Project Updates - (Attachment 7B)** – VDOT Hampton Roads Administrator Hall

**C. HRTAC Regular Meeting – September 19, 2024, 12:30 p.m.**

## 8. Adjournment

**5. A. Minutes of the March 20, 2025 Regular Meeting**

**Agenda Item 5A**  
**Consent Item**

**To: Chair West and the other members of HRTAC**

**From: Kevin B. Page, Executive Director**

**Date: June 12, 2025**

**Re: March 20, 2025 Regular Meeting Minutes**

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**Recommendation:**

The Commission is asked to approve the Commission's March 20, 2025 Regular Meeting minutes.

**Background:**

The Commission approves 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:** The Commission approves and adopts the minutes of the Commission's Regular Meeting on March 20, 2025.



**Hampton Roads Transportation  
Accountability Commission (HRTAC)**  
**Summary Minutes of the March 20, 2025 Regular Commission Meeting**

The Hampton Roads Transportation Accountability Commission (HRTAC) Regular Meeting was called to order at 12:35 p.m. with the following in attendance:

**HRTAC Members in Attendance:**

Mayor Richard West, Chair	Mayor Michael Duman, SU
Mayor James Gray, HA	Mayor Bobby Dyer, VB
Supervisor Michael Hipple, JC	Mayor Doug Pons, WM
Mayor Phillip Jones, NN	Supervisor Thomas G. Shepperd, YK
Mayor Kenneth Alexander, NO	Delegate Bonita Anthony, VGA
Mayor Shannon Glover, PO	Senator Louise Lucas, VGA
Mayor David Hux, PQ	Senator Mamie Locke, VGA

**HRTAC Executive Director**

Kevin Page

**HRTAC Ex-Officio Members in Attendance:**

Vice President Barb Nelson, VPA

**Other Participants:**

Chris Price, CH	Brian Thrower, SH
Roselyn Oglesby, FR	Al Moor, SU
Brian DeProfio, HA	Patrick Duhaney, VB
Jason Purse, JC	Andrew Trivette, WM
Alan Archer, NN	District Engineer Chris Hall, VDOT
Patrick Roberts, NO	Tom Inglima, Willcox & Savage
Bud Southall, PQ	

**HRTAC Voting Members Absent:**

Mayor Paul Kaplan, FR	Delegate Anne Ferrell Tata, VGA
Supervisor Christopher Cornwell, SH	Delegate Jackie Glass, VGA

**HRTAC Ex-Officio Members Absent:**

Board Member Frederick T. Stant III, CTB	Commissioner Stephen Brich, VDOT
Director Tiffany Robinson, DRPT	

**Others Recorded Attending:**

David Westcott Jr. (CH); John Stevenson, Bryan Pennington (NO); Angela Rico (NN); Andrew Damon, Brent McKenzie (VB); Drew Lumpkin (Hampton Roads Executive Roundtable); Nelson Bush (PFM Asset Management); Dong Kim, Liang Shan (PFM Financial Advisors); Ed Reed (Two Capitols Consulting); Colleen Gregory-Gettel (Veterans Reporters); Todd Halacy (VDOT); Mark Burns, Henry Powers (Wells Fargo); Courtney Whelan, Cher Wynkoop

(Willcox & Savage); Rob Cofield, Matt Klepeisz, Andrew Margason, Otesa Mitchell, Quanda Tynes, Chris Vaigneur, (HRPDC); Lynn Coen, Jennifer Hodnett, Danetta Jankosky (HRTAC); Bob Crum, John Mihaly, Pavithra Parthasarathi (HRTPO);

### **Call to Order and Roll Call**

Chair Richard West called the meeting to order at 12:32 p.m. and a roll call of all the Members was taken in order to confirm a quorum:

Chair Rick West: Present  
Mayor Paul Kaplan: No Response  
Mayor Jimmy Gray: Present  
Supervisor Michael Hipple: Present  
Mayor Phillip Jones: Present  
Mayor Kenneth Alexander: Present  
Mayor David Hux: Present  
Mayor Shannon Glover: Present  
Supervisor Christopher Cornwell: No Response  
Mayor Michael Duman: Present  
Mayor Robert Dyer: Present  
Mayor Doug Pons: Present  
Supervisor Thomas Shepperd: Present  
Senator Louise Lucas: Present  
Senator Mamie Locke: Present  
Delegate Bonita Anthony: Present  
Delegate Jackie Glass: No Response  
Delegate Anne Ferrell Tata: No Response  
CTB Board Member Frederick Stant: No Response  
VDOT District Engineer Chris Hall: Present  
Director Tiffany Robinson: No Response  
Vice President Barb Nelson: Present

The quorum was confirmed by Mr. John Mihaly.

### **Approval of Agenda**

Supervisor Michael Hipple Moved to approve the agenda, Seconded by Mayor Bobby Dyer. The Motion Carried.

### **Public Comment Period (limit 5 minutes per individual)**

No public comments were received and no members of the public addressed the Commission.

### **Chair's Comments**

Chair West remembered and honored the former Isle of Wight Supervisor Member, Mr. William McCarty, and requested that the Commission hold a moment of silence for him.

He informed the Commission of the appointment of the Nominating Committee members, Mayor Kenneth Alexander, Supervisor Michael Hipple and Mayor Shannon Glover, who would develop a slate of officers for the June 12, 2025 Annual Meeting when Chair and Vice Chair elections would be held.

### **Consent Items**

- A. Minutes of the December 12, 2024 Regular Commission Meeting
- B. Establishment of Other Post Employment Benefits (OPEB) Trust

Supervisor Hipple Moved to approve the consent agenda items; Seconded by Mayor Shannon Glover. The Motion Carried.

### **Action Items**

#### **A. FY2026 Administrative and Project Development Budget**

Executive Director Page reviewed the proposed FY2026 Administrative and Project Development Budget with the Commission and highlighted the reduction of \$543,666.00 from the FY2025 budget due to lower debt financing activity.

Supervisor Hipple, HRTAC Finance Committee Chair, stated that the Finance Committee had met that morning and conducted Executive Director Page's evaluation. He indicated that the Finance Committee Members had unanimously agreed that Executive Director Page had exceeded expectations for the review period and acknowledged his dedication to, and achievements on behalf of, HRTAC over the last ten years. Supervisor Hipple noted that the Finance Committee recommended a one-time \$50,000 bonus for Executive Director Page.

Supervisor Hipple Moved that the Commission endorses the Proposed HRTAC FY2026 Administrative and Project Development Budget, amended to increase the Budget by \$50,000 for a one-time bonus for Executive Director Page, and authorizes the Executive Director to conduct a public hearing on the Proposed HRTAC FY2026 Administrative and Project Development Budget; Seconded by Supervisor Thomas Shepperd. The Motion Carried.

#### **B. FY2026-FY2031 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Highway Regional High Priority Projects, and Related FY2026 Schedule of Debt Service**

Executive Director Page highlighted the FY2026-FY2031 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Highway Regional High Priority Projects, and Related FY2026 Schedule of Debt Service with the Commission.

He summarized the projects included and the funding associated with each project and indicated that the costs associated with the Bowers Hill project and Independence Boulevard Interchange studies project were expected to be further refined in the following months.

Supervisor Hipple reported that the Finance Committee had discussed this item at the March 20, 2025 Committee Meeting and recommended approval.

Supervisor Hipple Moved that the Commission endorses the Proposed FY2026-FY2031 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Highway Regional High Priority Projects as an update to the HRTAC Adopted 2025-2030 Financial Plan and authorizes the Executive Director to conduct a public hearing and report back public comments for consideration in the Commission's action which action is expected to be taken not later than at its June 12, 2025 Annual Organizational Meeting; Seconded by Supervisor Shepperd. The Motion Carried.

**C. FY2026-FY2031 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Transit Regional High Priority Projects**

Executive Director Page reviewed the FY2026-FY2031 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Transit Regional High Priority Projects with the Commission.

Executive Director Page identified the projects included in the Plan of Finance Update and the purchase of new buses and the operation and maintenance of the Regional Transit Service.

Supervisor Hipple reported that the Finance Committee had discussed this item at the March 20, 2025 Committee Meeting and recommended approval.

Supervisor Shepperd Moved that the Commission endorses the Proposed FY2026-FY2031 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Transit Regional High Priority Projects as an update to the HRTAC Adopted 2025-2030 Financial Plan and authorizes the Executive Director to conduct a public hearing and report back public comments for consideration in the Commission's action which action is expected to be taken not later than at its June 12, 2025 Annual Organizational Meeting; Seconded by Mayor Phillip Jones. The Motion Carried.

**D. 2045 Long Range Plan of Finance Update for the Region's High Priority Highway Projects and the Hampton Roads Regional Transit Fund**

Executive Director Page reminded the Commission that the 2045 Long Range Plan of Finance Update for the Region's High Priority Highway Projects and the Hampton Roads Regional Transit Fund was presented to the Commission annually. Executive Director Page noted that the projects included in the 2045 Long Range Plan of Finance for the Region's High Priority Highway Projects totaled \$11,944,000,000 and that the 2045 Long Range Plan of Finance for the Hampton Roads Regional Transit Fund totaled \$945,000,000.

He highlighted the addition of the part time shoulder lane striping to the High Rise Bridge Project, which had an expected completion date of 2030.

Supervisor Hipple reported that the Finance Committee had discussed this item at the March 20, 2025 Committee Meeting and recommended approval.

Supervisor Hipple Moved that the Commission endorses the HRTAC 2045 Long Range Plan of Finance Update for the Region's High Priority Projects and the Hampton Roads Regional Transit Fund and authorizes the Executive Director to conduct a public hearing on the proposed HRTAC 2045 Proposed Long Range Plan of Finance Update and report back public comments for consideration in the Commission's action which action is expected to be taken not later than at its June 12, 2025 Annual Organizational Meeting; Seconded by Supervisor Shepperd. The Motion Carried.

#### **E. HRTAC Bond Underwriter Pool**

Executive Director Page reviewed the role of the bond underwriters in assisting HRTAC in issuing debt. He indicated that HRTAC had last authorized an underwriter pool in 2017 and that this agenda item was to refresh the underwriter pool. Executive Director Page noted that HRTAC's consultant, PFM Financial Advisors, assisted in evaluating the 17 proposals received for the underwriter pool.

He stated that an underwriter would not be selected from the pool until additional debt was issued by HRTAC.

Supervisor Hipple reported that the Finance Committee had discussed and recommended approval of this item at the March 20, 2025 Committee Meeting and reiterated that TD Wealth would not be included in the pool.

Mayor Glover Moved that the Commission approves the recommended group of Bond Underwriters set forth in the list attached as Exhibit A to the Agenda Item 6E briefing memo, which group will serve as the refreshed, available HRTAC Bond Underwriter Pool; Seconded by Supervisor Hipple. The Motion Carried.

#### **F. HRTAC Custody Services**

Executive Director Page highlighted for the Commission the Finance Committee's discussion at its December 12, 2024 meeting regarding HRTAC's relationship with TD Wealth, a subsidiary of TD Bank, and concerns related to actions taken by federal agencies relating to TD Bank.

Executive Director Page explained that PFM Asset Management along with HRTAC staff collaborated to find a replacement for TD Wealth to provide custody services to HRTAC. He stated that Principal Bank, which is currently engaged by the City of Norfolk for custody services, had received glowing reviews and that, pursuant to the Virginia Public

Procurement Act, HRTAC was also able to engage Principal Bank through a cooperative procurement.

Supervisor Hipple reported that the Finance Committee had discussed this item at the March 20, 2025 Committee Meeting and recommended approval.

Supervisor Shepperd Moved that the Commission authorizes the Executive Director with the advice of the Commission's General Counsel and the Commission's Asset Manager to: (i) negotiate a Custody Services Agreement with Principal Bank for a one-year term, with four successive one-year option terms, and (ii) execute and deliver the Custody Services Agreement, subject to the foregoing provisions as to its form and its term; Seconded by Mayor Glover. The Motion Carried.

#### **G. HRTAC IT Services**

Executive Director Page stated that the HRTAC IT service contract had expired on February 1, 2025 and that HRTAC Staff had issued a Request for Proposals (RFP) to select a replacement.

He indicated that 15 proposals were evaluated and that a local firm, Mode5, which was also the previous contractor for HRTAC, had been identified as the recommended contractor.

Executive Director Page also noted that the RFP included cooperative procurement language, which allows the localities of HRTAC to directly contract with Mode5 through HRTAC's RFP should such localities need IT Services.

Supervisor Hipple reported that the Finance Committee had discussed this item at the March 20, 2025 Committee Meeting and recommended approval.

Mayor Dyer Moved that the Commission (i) approves the issuance of an intent to award the contract to the HRTAC IT Services Contractor, Mode5, recommended by the Finance Committee, (ii) approves the ultimate award of the contract, and (iii) authorizes the Executive Director and HRTAC General Counsel to work with the Chair to execute the necessary contract; Seconded by Mayor Glover. The Motion Carried.

#### **Information Items**

##### **A. HRTAC Monthly Financial Report**

Executive Director Page reviewed the Monthly Financial Report with the Commission.

##### **B. VDOT Project Updates**

Mr. Chris Hall, VDOT District Engineer, gave an update on the Hampton Roads Bridge-Tunnel Project and indicated that traffic shifts would begin to progress on the project.

##### **C. HRTAC Regular Meeting – June 12, 2025**

Chair West thanked the Hampton Roads General Assembly Delegation for their efforts in trying to pass HB2466.

Executive Director Page indicated that the legislation had received bipartisan support and echoed the Chair's appreciation for the Hampton Roads Delegation's support for the region in regards to transportation.

### **Adjournment**

With no further business to come before the Hampton Roads Transportation Accountability Commission, the meeting adjourned at 1:00 p.m.

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Dr. Richard "Rick" West,  
HRTAC Chair

## **5. B. HRTAC FY2026 Administrative and Project Development Budget**

**Agenda Item 5B**  
**Consent Item**

**To: Chair West and the other members of HRTAC**

**From: Kevin B. Page, Executive Director**

**Date: June 12, 2025**

**Re: HRTAC FY2026 Administrative and Project Development Budget**

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**Recommendation:**

The Finance Committee recommends that the Commission approve the Proposed HRTAC FY2026 Administrative and Project Development Budget that was endorsed at the March 20, 2025 Regular Meeting and reflected in the enclosed Budget (the “Proposed HRTAC FY2026 Administrative and Project Development Budget”).

**Background:**

At the March 20, 2025 Commission Meeting, the Commission approved the proposed budget with a recommended amendment (in respect of the Executive Director’s compensation). On Monday, May 12, 2025, a public hearing was conducted and there were no public comments received.

**Fiscal Impact:**

There is a \$6,143,127 shared HRTF and HRRTF fiscal impact for FY2026.

**Suggested Motion:**

**Motion:** The Commission approves the Proposed HRTAC FY2026 Administrative and Project Development Budget as amended and authorizes the Chair, with advice of counsel, to finalize, execute and deliver an amendment to the Executive Director’s employment agreement to implement the actions of the Commission relating to such agreement.





Proposed FY2026 Administrative and Project Development Budget

Category	FY2026 Proposed	FY2026 Proposed Shared General Administrative **	FY2026 Proposed HRTF General Administrative **	FY2026 Proposed HRRTF General Administrative **	FY2026 Proposed HRTF Direct Administrative	FY2026 Proposed HRRTF Direct Administrative	FY2026 Proposed HRTF Program/Project Development	FY2026 Proposed HRRTF Program/Project Development
<b>REVENUES</b>								
HRTF Revenues	\$ 5,857,784	\$ -	\$ 1,868,824	\$ -	\$ 2,793,960	\$ -	\$ 1,195,000	\$ -
HRRTF Revenues	285,343		-	250,343	-	20,000	-	15,000
<b>TOTAL REVENUE</b>	<b>\$ 6,143,127</b>	<b>\$ -</b>	<b>\$ 1,868,824</b>	<b>\$ 250,343</b>	<b>\$ 2,793,960</b>	<b>\$ 20,000</b>	<b>\$ 1,195,000</b>	<b>\$ 15,000</b>
<b>EXPENDITURES</b>								
PERSONNEL*								
HRTAC Staff/Fringes/Leave Reserve	\$ 1,424,672	\$ 1,424,672	\$ 1,256,371	\$ 168,301	\$ -	\$ -	\$ -	\$ -
HRTPO/HRPDC Support Staff*	250,145	250,145	220,595	29,550	-	-	-	-
<b>SUBTOTAL PERSONNEL</b>	<b>1,674,817</b>	<b>1,674,817</b>	<b>1,476,966</b>	<b>197,851</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
PROFESSIONAL SERVICES								
Audit	150,000	150,000	132,280	17,720	-	-	-	-
Rating Agency Annual Fees	120,000	-	-	-	120,000	-	-	-
Trustee	30,000	-	-	-	30,000	-	-	-
TIFIA Annual Fees	135,960	-	-	-	135,960	-	-	-
Bank Fees & Investment Services	400,000	-	-	-	400,000	-	-	-
Legal	600,000	80,000	70,549	9,451	395,000	20,000	100,000	5,000
Financial Advisors	500,000	-	-	-	-	-	490,000	10,000
Consulting Engineer	450,000	-	-	-	-	-	450,000	-
Insurance - D&O/Liability	12,000	12,000	10,582	1,418	-	-	-	-
Recruiting	10,000	-	-	-	10,000	-	-	-
Debt Program/T&R Study	1,853,000	-	-	-	1,703,000	-	150,000	-
<b>SUBTOTAL PROFESSIONAL SERVICES</b>	<b>4,260,960</b>	<b>242,000</b>	<b>213,412</b>	<b>28,588</b>	<b>2,793,960</b>	<b>20,000</b>	<b>1,190,000</b>	<b>15,000</b>
TECHNOLOGY/COMMUNICATION*								
IT/Communications	36,750	36,750	32,409	4,341	-	-	-	-
LAN system/Computer Equipment/Cloud	26,250	26,250	23,149	3,101	-	-	-	-
Website Consultant	10,500	10,500	9,260	1,240	-	-	-	-
<b>SUBTOTAL TECHNOLOGY/COMMUNICATION</b>	<b>73,500</b>	<b>73,500</b>	<b>64,817</b>	<b>8,683</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
ADMINISTRATIVE *								
Public Notices/Advertising	4,000	4,000	3,527	473	-	-	-	-
Office Space	35,000	35,000	30,865	4,135	-	-	-	-
Office Supplies*	20,000	19,000	16,755	2,245	-	-	1,000	-
Furniture	15,000	15,000	13,228	1,772	-	-	-	-
Printing/Copying*	6,000	2,000	1,764	236	-	-	4,000	-
Dues/Subscriptions	3,000	3,000	2,646	354	-	-	-	-
Travel	8,000	8,000	7,055	945	-	-	-	-
Meeting Expenses*	18,000	18,000	15,874	2,126	-	-	-	-
Telephone*	1,500	1,500	1,323	177	-	-	-	-
Postage*	1,000	1,000	882	118	-	-	-	-
General Consulting Services*	10,000	10,000	8,819	1,181	-	-	-	-
Secured Document Storage	6,600	6,600	5,820	780	-	-	-	-
Professional Development	5,750	5,750	5,071	679	-	-	-	-
<b>SUBTOTAL ADMINISTRATIVE</b>	<b>133,850</b>	<b>128,850</b>	<b>113,629</b>	<b>15,221</b>	<b>-</b>	<b>-</b>	<b>5,000</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 6,143,127</b>	<b>\$ 2,119,167</b>	<b>\$ 1,868,824</b>	<b>\$ 250,343</b>	<b>\$ 2,793,960</b>	<b>\$ 20,000</b>	<b>\$ 1,195,000</b>	<b>\$ 15,000</b>

\*Includes items to be reimbursed to HRPDC/HRTPO

\*\* Pursuant to § 33.2-2605 of the Code of Virginia, Administrative expenses shall be paid from the Hampton Roads Transportation Fund and the Hampton Roads Regional Transit Fund on an approximately pro rata basis.

Fund	Audited Revenue by Fund FY2024	% of FY2024 Audited Tax Revenue by Fund	Proposed FY2026 Budget Administrative Costs to be Shared (Total General Administrative Costs x % of FY2024 Audited Tax Revenue by Fund)	Proposed FY2026 Direct Administrative by Fund	Proposed FY2026 Program Development Costs by Fund	Proposed Total FY2026 Budget Costs by Fund
HRRTF	\$ 35,312,922.00	11.81%	\$ 250,343.38	\$ 20,000.00	\$ 15,000.00	\$ 285,343.38
HRTF	263,612,429.00	88.19%	1,868,823.75	2,793,960.00	1,195,000.00	5,857,783.75
<b>Total</b>	<b>\$ 298,925,351.00</b>	<b>100.00%</b>	<b>\$ 2,119,167.14</b>	<b>\$ 2,793,960.00</b>	<b>\$ 1,210,000.00</b>	<b>\$ 6,143,127.14</b>



**5. C. FY2026-FY2031 Plan of Finance Update – Six Year  
Operating and Capital Program of Projects – Highway Regional  
High Priority Projects and Related FY2026 Schedule of Debt  
Service and the FY2026-FY2031 Plan of Finance Update – Six  
Year Operating and Capital Program of Projects – Transit  
Regional High Priority Projects**

**Agenda Item 5C**  
**Consent Item**

**To: Chair West and the other members of HRTAC**

**From: Kevin B. Page, Executive Director**

**Date: June 12, 2025**

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**Re: FY2026-FY2031 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Highway Regional High Priority Projects and Related FY2026 Schedule of Debt Service and the FY2026-FY2031 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Transit Regional High Priority Projects**

**Recommendation:**

The Finance Committee recommends that the Commission approve the proposed HRTAC FY2026-FY2031 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Highway Regional High Priority Projects and Related FY2026 Schedule of Debt Service, and the FY2026-FY2031 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Transit Regional High Priority Projects.

**Background:**

At the March 20, 2025 Commission Meeting, the Commission endorsed the HRTAC FY2026-FY2031 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Highway Regional High Priority Projects and Related FY2026 Schedule of Debt Service and the FY2026-FY2031 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Transit Regional High Priority Projects and authorized the Executive Director to conduct a public hearing. On Monday, May 12, 2025, a public hearing was conducted and there were no public comments received.

**Fiscal Impact:**

The proposed FY2026-FY2031 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Highway Regional High Priority Projects updates the funding plan for the Commission to provide \$7,582 million (a \$321 million increase to the Approved FY2025-FY2030 Plan of Finance Update to support the Hampton Roads Express Lanes Network and advance projects in the Plan) for highway regional high priority congestion relief projects FY2014 through FY2031.

The proposed FY2026-FY2031 Plan of Finance Update – Six Year Operating and Capital



Program of Projects – Transit Regional High Priority Projects updates the funding plan for the Commission to provide \$340 million (a \$7 million increase to the Approved FY2025-FY2030 Plan of Finance Update) for transit regional high priority projects FY2021 through FY2031.

**Suggested Motion:**

**Motion:** The Commission approves the proposed HRTAC FY2026-FY2031 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Highway Regional High Priority Projects and Related FY2026 Schedule of Debt Service and the FY2026-FY2031 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Transit Regional High Priority Projects.





## Annual Organizational Meeting

### Agenda Item 5C

June 12, 2025

## **Agenda Item 5C:**

FY2026-FY2031 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Highway Regional High Priority Projects, and Related FY2026 Schedule of Debt Service

# HRTF Revenue Historical Performance & Forecast

- As of March 1, 2025, HRTAC has received \$129.5 million revenues for FY 2025, 3.5% higher than the same period in FY 2024.

FY	Sales Tax	YoY	Fuels Tax	YoY	Total	YoY
2015	\$130.0	20.5%	\$40.9	9.7%	\$170.9	17.7%
2016	\$126.5	-2.7%	\$26.7	-34.7%	\$153.2	-10.4%
2017	\$131.5	4.0%	\$25.0	-6.4%	\$156.5	2.2%
2018	\$136.5	3.8%	\$32.7	30.8%	\$169.2	8.1%
2019*	\$145.0	5.9%	\$81.1	148.0%	\$225.7	33.4%
2020*	\$146.0	1.1%	\$55.0	-32.2%	\$201.2	-10.9%
2021	\$171.6	17.4%	\$56.0	1.8%	\$227.6	13.1%
2022	\$184.9	7.7%	\$58.7	4.7%	\$243.5	7.0%
2023	\$191.9	3.8%	\$60.7	3.5%	\$252.7	3.8%
2024	\$196.5	2.4%	\$67.1	10.5%	\$263.6	4.3%
YTD 2025	\$100.9	4.0%	\$28.5	2.1%	\$129.5	3.5%

in millions

\*Certain accounting changes were implemented and affected FY 2019 and FY 2020.

- In December 2024, Virginia Department of Taxation updated the HRTF revenue forecast through FY 2032, which shows continued growth.

in millions	Previous Forecast (May 24)			Current Forecast			Difference		
	Sales Tax	Fuels Tax	Total	Sales Tax	Fuels Tax	Total	Sales Tax	Fuels Tax	Total
FY 2025	\$188.5	\$66.5	\$255.0	\$199.9	\$66.7	\$266.6	\$11.4	\$0.2	\$11.6
FY 2026	\$196.2	\$68.9	\$265.1	\$208.1	\$67.9	\$276.0	\$11.9	(\$1.0)	\$10.9
FY 2027	\$203.9	\$70.8	\$274.7	\$216.2	\$69.2	\$285.4	\$12.3	(\$1.6)	\$10.7
FY 2028	\$211.4	\$72.8	\$284.2	\$223.6	\$71.2	\$294.8	\$12.2	(\$1.6)	\$10.6
FY 2029	\$218.8	\$74.8	\$293.6	\$233.3	\$73.0	\$306.3	\$14.5	(\$1.8)	\$12.7
FY 2030	\$225.8	\$76.7	\$302.5	\$243.9	\$74.8	\$318.7	\$18.1	(\$1.9)	\$16.2
FY 2031				\$253.0	\$76.3	\$329.3			
FY 2032				\$262.3	\$77.9	\$340.2			
Total (FY25-FY30)	\$1,244.6	\$430.5	\$1,675.1	\$1,325.0	\$422.8	\$1,747.8	\$80.4	(\$7.7)	\$72.7

# Highway Regional Priority Projects (in \$MM)

## Highway Regional Priority Projects Costs and Expenses

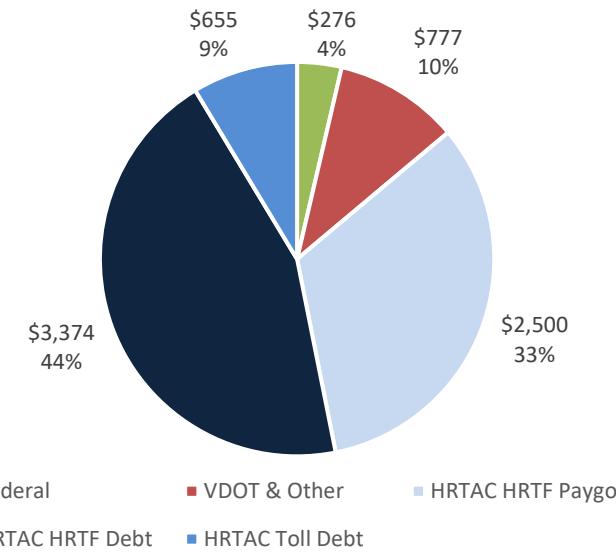
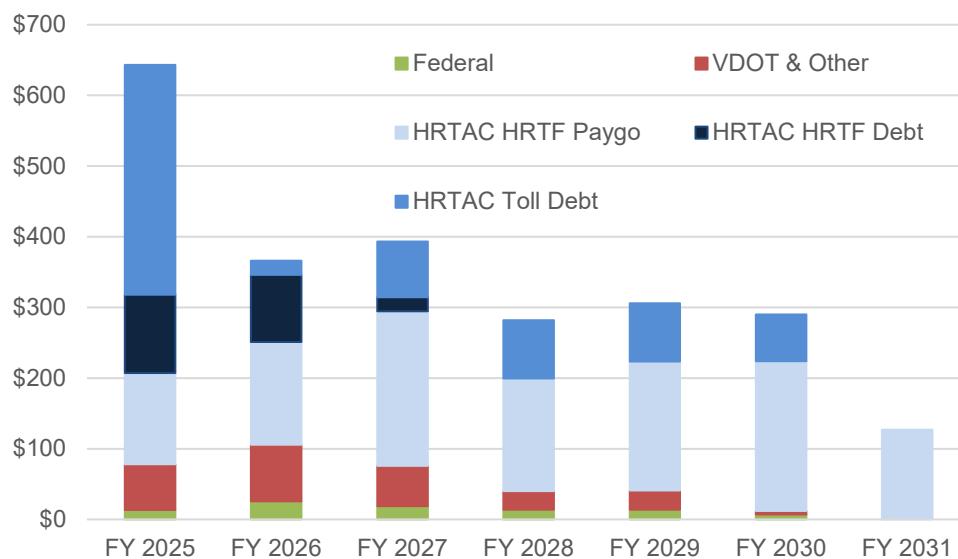
	Prior Years	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total	HRTAC HRTF Paygo	HRTAC HRTF Debt	HRTAC Toll Debt	VDOT & Other	Federal
Admin & Project Development Costs	\$31	\$7	\$6	\$6	\$6	\$6	\$7	\$7	\$76	\$76				
I-64 Peninsula Widening		\$515							\$515		\$294		\$221	
I-64/I-264 Interchange Improvement		\$352							\$352		\$280		\$72	
I-64 Southside/High Rise Bridge		\$527							\$527		\$432		\$95	
Project Development <sup>(1)</sup>		\$49							\$49		\$49			
HRBT <sup>(2)</sup>	\$3,361	\$369	\$32						\$3,762	\$1,161	\$2,056	\$345		\$200
HRELN <sup>(2)</sup>	\$326	\$258	\$299	\$242	\$106	\$105	\$52		\$1,388	\$394	\$312	\$310	\$296	\$76
I-64/Denbigh Boulevard Interchange Phase I	\$3	\$3	\$17	\$30	\$19	\$19	\$3		\$93					\$93
I-64/Denbigh Boulevard Interchange Phase II <sup>(3)</sup>	\$2	\$3	\$6	\$6	\$3	\$4	\$4	\$37	\$64		\$64			
I-264/Independence Boulevard Interchange <sup>(3)</sup>	\$1	\$1	\$4	\$4	\$1	\$1	\$53	\$53	\$120		\$120			
I-264/I-64 Phase III-A	\$7	\$1	\$1	\$104	\$141	\$135	\$135		\$525		\$525			
I-64/I-464 Interchange Improvements Phase <sup>(3),(4)</sup>	\$2	\$1	\$2	\$3	\$3	\$36	\$36	\$30	\$112		\$112			
<b>Total</b>	<b>\$5,175</b>	<b>\$643</b>	<b>\$366</b>	<b>\$393</b>	<b>\$282</b>	<b>\$306</b>	<b>\$290</b>	<b>\$127</b>	<b>\$7,582</b>	<b>\$2,500</b>	<b>\$3,374</b>	<b>\$655</b>	<b>\$777</b>	<b>\$276</b>

(1) Includes \$11.9M Bower's Hill IAR

(2) Includes Segment 3 tolling infrastructure cost - \$18M allocated to HRBT and \$4M allocated to HRELN

(3) Costs after FY 2031 are not shown

(4) Includes \$2.5M I-64/I-464 Interchange IAR



4

# HRTF Cash Flow

	Prior Years	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
<b>Revenues</b>									
HRTF Tax Revenues:									
Sales Tax	\$1,668,108,092	\$199,900,000	\$208,100,000	\$216,200,000	\$223,600,000	\$233,300,000	\$243,900,000	\$253,000,000	\$3,246,108,092
Fuels Tax	\$541,215,046	\$66,700,000	\$67,900,000	\$69,200,000	\$71,200,000	\$73,000,000	\$74,800,000	\$76,300,000	\$1,040,315,046
<b>Total</b>	<b>\$2,209,323,138</b>	<b>\$266,600,000</b>	<b>\$276,000,000</b>	<b>\$285,400,000</b>	<b>\$294,800,000</b>	<b>\$306,300,000</b>	<b>\$318,700,000</b>	<b>\$329,300,000</b>	<b>\$4,286,423,138</b>
Investment Revenues:									
Interest Income	\$10,840,806	\$377,144	\$1,326,022	\$1,306,436	\$1,397,784	\$1,548,946	\$1,616,100	\$1,560,058	\$19,973,296
Investment Income	\$171,066,865	\$13,489,502	\$20,558,200	\$20,269,922	\$19,729,465	\$21,821,682	\$22,539,057	\$23,969,555	\$313,444,248
<b>Total</b>	<b>\$181,907,670</b>	<b>\$13,866,646</b>	<b>\$21,884,222</b>	<b>\$21,576,358</b>	<b>\$21,127,249</b>	<b>\$23,370,628</b>	<b>\$24,155,157</b>	<b>\$25,529,613</b>	<b>\$333,417,543</b>
<b>Total Revenues</b>	<b>\$2,391,230,809</b>	<b>\$280,466,646</b>	<b>\$297,884,222</b>	<b>\$306,976,358</b>	<b>\$315,927,249</b>	<b>\$329,670,628</b>	<b>\$342,855,157</b>	<b>\$354,829,613</b>	<b>\$4,619,840,682</b>
<b>Payments</b>									
HRTF Debt Payments:									
	\$284,403,082	\$74,296,632	\$84,247,704	\$112,847,499	\$112,977,484	\$113,573,784	\$120,852,033	\$121,232,255	\$1,024,430,473
HRTF Subordinate Lien DSRF - Ongoing Deposit			\$474,542		\$1,183,896	\$983,517	\$1,021,879	\$861,325	\$4,525,160
HRTF Admin & Proj. Dev. Budget	\$31,234,121	\$6,606,968	\$5,857,784	\$6,004,228	\$6,154,334	\$6,477,437	\$6,817,502	\$7,175,421	\$76,327,795
HRTF Operating Reserve Fund Deposit (Release)	\$8,895,168	\$1,627,503	-\$824,103	\$161,089	\$165,116	\$355,413	\$374,072	\$393,711	\$7,892,963
<b>Total</b>	<b>\$40,129,289</b>	<b>\$4,979,465</b>	<b>\$5,033,681</b>	<b>\$6,165,317</b>	<b>\$6,319,450</b>	<b>\$6,832,849</b>	<b>\$7,191,574</b>	<b>\$7,569,132</b>	<b>\$84,220,758</b>
Paygo Allocation to Highway Projects	\$1,294,712,296	\$122,753,866	\$139,427,983	\$212,676,579	\$152,947,093	\$175,741,242	\$205,132,634	\$119,899,113	\$2,423,290,807
Paygo Payments to Financing Costs:									
Toll TIFIA DSRF - Initial Deposit									\$44,322,670
Tolling M&R Reserve - Initial Deposit									\$9,000,000
Toll Revenue Stabilization Fund					\$9,000,000				\$10,000,000
HRTF TIFIA DSRF - Initial Deposit									\$79,540,507
2021 Successor Loan Reimbursement	\$412,791,056		\$29,176,185		\$50,364,322				\$412,791,056
2018A Cash Defeasance	-\$100,270,061								-\$100,270,061
<b>Total</b>	<b>\$312,520,996</b>	<b>\$29,176,185</b>		<b>\$59,364,322</b>		<b>\$29,053,994</b>	<b>\$25,268,676</b>		<b>\$455,384,173</b>
<b>Total Payments</b>	<b>\$1,931,765,663</b>	<b>\$231,206,148</b>	<b>\$229,183,911</b>	<b>\$391,053,717</b>	<b>\$273,427,923</b>	<b>\$326,185,386</b>	<b>\$359,466,797</b>	<b>\$249,561,825</b>	<b>\$3,991,851,370</b>
<b>HRTF Cash Unobligated</b>									
Annual Deposit (Draws)		\$49,260,498	\$68,700,311	-\$84,077,359	\$42,499,326	\$3,485,242	-\$16,611,640	\$105,267,788	\$627,989,312
Carry Over from Prior Year		\$459,465,146	\$508,725,644	\$577,425,955	\$493,348,596	\$535,847,922	\$539,333,164	\$522,721,524	
<b>Ending Balance</b>	<b>\$459,465,146</b>	<b>\$508,725,644</b>	<b>\$577,425,955</b>	<b>\$493,348,596</b>	<b>\$535,847,922</b>	<b>\$539,333,164</b>	<b>\$522,721,524</b>	<b>\$627,989,312</b>	

*\*Fund balances are identified annually and are expected to be used for maintaining balances coverage and unanticipated and future obligations.*

# FY 2026 HRTF Scheduled Debt Service

FY2026 Scheduled Debt Service	
CATEGORY	Debt Service
<b>SOURCE OF FUNDS</b>	
HRTF Revenues - Commonwealth of Virginia	\$84,247,704
Addition to Principal of TIFIA 20211008A Loan <sup>1</sup>	\$15,566,959
	<b>\$99,814,663</b>
<b>PRINCIPAL PAYMENTS</b>	
2018A Revenue Bonds	\$4,985,000
TIFIA Loan 20211010A	\$2,922,957
<b>TOTAL PRINCIPAL PAYMENTS</b>	<b>\$7,907,957</b>
<b>INTEREST PAYMENTS</b>	
2018A Revenue Bonds	\$6,559,000
2020A Revenue Bonds	\$28,228,700
2022A Revenue Bonds	\$17,215,150
2023A Bond Anticipation Notes	\$7,050,000
2024A Revenue Bonds	\$7,748,825
TIFIA Loan 20211010A	\$9,538,072
<b>INTEREST PAYMENTS</b>	<b>\$76,339,747</b>
Interest Added to Principal Balance of TIFIA Loan 20211008A	\$15,566,959
<b>TOTAL INTEREST</b>	<b>\$91,906,705</b>
<b>TOTAL SCHEDULED DEBT SERVICE</b>	<b>\$99,814,663</b>

1. Accrued interest, not paid by FY 2025 HRTF Revenues

# Updated Tolling Expenditure Projection

- HNTB (VDOT's engineering contractor) revised tolling operation & maintenance cost and major maintenance cost estimates in March 2025.
- The updates reflect the latest estimates of system quantities and unit pricing, modifications to the tolling integrator contract, transactions per trip data, etc.

Operations & Maintenance (in \$000)			
Year	Prior Estimate <sup>(1)</sup>	New Estimate <sup>(1)</sup>	% Change
2027	\$12,330	\$6,693	-45.7%
2030	\$18,407	\$16,774	-8.9%
2035	\$21,980	\$19,576	-10.9%
2040	\$25,750	\$22,444	-12.8%
2045	\$30,521	\$25,743	-15.7%
2050	\$35,962	\$29,485	-18.0%
2055	\$42,951	\$33,812	-21.3%
2060	\$51,252	\$38,829	-24.2%
2065	\$62,079	\$44,698	-28.0%
Total	\$1,341,690	\$1,055,674	-21.3%

Major Maintenance (in \$000)			
Year	Prior Estimate <sup>(1)</sup>	New Estimate <sup>(1)</sup>	% Change
2027	\$634	\$606	-4.4%
2028-2030	\$1,545	\$1,295	-16.2%
2031-2035	\$26,408	\$29,627	12.2%
2036-2040	\$23,775	\$24,782	4.2%
2041-2045	\$42,608	\$56,279	32.1%
2046-2050	\$46,023	\$54,458	18.3%
2051-2055	\$38,510	\$38,626	0.3%
2056-2060	\$59,936	\$64,283	7.3%
2061-2065	\$101,466	\$136,269	34.3%
Total	\$340,906	\$406,226	19.2%

1) Estimates are provided in 2021 real dollars. Actual CPI data was used for historical years, while a 2.5% annual CPI assumption is applied for future years.

# Toll Revenue Cash Flow

	Prior Years	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
<b>Revenues</b>							
Gross Revenues <sup>(1),(2)</sup>		\$23,141,636	\$40,487,496	\$46,797,068	\$50,711,289	\$53,826,722	\$214,964,212
Investment Earnings		\$312,157	\$477,023	\$604,941	\$776,696		\$2,170,818
<i>Total Revenues</i>		<i>\$23,141,636</i>	<i>\$40,799,654</i>	<i>\$47,274,091</i>	<i>\$51,316,230</i>	<i>\$54,603,418</i>	<i>\$217,135,029</i>
<b>Payments</b>							
Tolling O&M Expenditure <sup>(1),(3)</sup>		\$6,692,619	\$13,544,023	\$14,488,166	\$16,774,437	\$16,877,920	\$68,377,165
Tolling O&M Reserve Deposit		\$1,712,851	\$236,036	\$571,568	\$25,871		\$2,546,325
Debt Service Fund - Mandatory							
Debt Service Fund - Scheduled			\$7,910,412	\$24,232,305	\$24,996,389		\$57,139,106
TIFIA DSRF Deposit						\$418,874	\$418,874
Tolling M&R Reserve <sup>(3)</sup>		\$4,934,705	\$7,151,978	\$6,159,870	\$8,764,129	\$1,842,655	\$28,853,336
VDOT Repayment Fund					\$973,792	\$10,441,709	\$11,415,501
<i>Total Payments</i>		<i>\$11,627,324</i>	<i>\$22,408,853</i>	<i>\$28,794,482</i>	<i>\$50,342,438</i>	<i>\$44,161,709</i>	<i>\$157,334,807</i>
<b>Toll Revenues Unobligated</b>							
Annual Deposit(Draws)		\$11,514,312	\$18,390,801	\$18,479,609	\$973,792	\$10,441,709	\$59,800,223
Carry Over from Prior Year		\$11,514,312	\$29,905,113	\$48,384,721	\$49,358,513		
Ending Balance		\$11,514,312	\$29,905,113	\$48,384,721	\$49,358,513	\$59,800,223	

1) Estimates are provided in 2021 real dollars. Actual CPI data was used for historical years, while a 2.5% annual CPI assumption is applied for future years

2) Uninflated tolling revenues provided by CDM Smith

3) Uninflated tolling expenditures provided by HNTB

## **Agenda Item 5C:**

FY2026-FY2031 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Transit Regional High Priority Projects

# HRRTF Revenue Historical Performance & Forecast

- As of March 1, 2025, HRTAC has received \$30.0 million revenues for FY 2025, 2.6% higher than the same period in FY 2024.

Fiscal Year	Grantor's Tax	YoY	Transient Occupancy Tax	YoY	Total*	YoY
2021	\$7.6		\$1.5		\$29.0	
2022	\$9.4	24.8%	\$8.4	470.4%	\$37.8	30.3%
2023	\$6.8	-27.6%	\$9.7	15.1%	\$36.5	-3.5%
2024	\$5.6	-18.1%	\$9.7	0.6%	\$35.3	-3.2%
YTD 2025	\$4.2	20.3%	\$5.8	1.0%	\$30.0	2.6%

*in millions*

- In December 2024, Virginia Department of Taxation updated the HRRTF revenue forecast through FY 2032, and the forecast indicates moderate annual increases.

<i>in millions</i>	Previous Forecast (May 24)			Current Forecast			Difference		
	Grantor's Tax	Transient Occupancy Tax	Total*	Grantor's Tax	Transient Occupancy Tax	Total*	Grantor's Tax	Transient Occupancy Tax	Total*
FY 2025	\$6.0	\$12.2	\$38.2	\$5.8	\$9.9	\$35.7	(\$0.6)	(\$1.5)	(\$2.1)
FY 2026	\$6.3	\$12.5	\$38.8	\$6.1	\$10.1	\$36.2	(\$0.2)	(\$2.4)	(\$2.6)
FY 2027	\$6.5	\$12.7	\$39.2	\$6.3	\$10.3	\$36.6	(\$0.2)	(\$2.4)	(\$2.6)
FY 2028	\$6.8	\$13.0	\$39.8	\$6.5	\$10.5	\$37.0	(\$0.3)	(\$2.5)	(\$2.8)
FY 2029	\$6.8	\$13.2	\$40.0	\$6.5	\$10.7	\$37.2	(\$0.3)	(\$2.5)	(\$2.8)
FY 2030	\$6.8	\$13.5	\$40.3	\$6.5	\$10.9	\$37.4	(\$0.3)	(\$2.6)	(\$2.9)
FY 2031				\$6.5	\$11.1	\$37.6			
FY 2032				\$6.5	\$11.4	\$37.9			

# Transit Regional Priority Projects (in \$MM)

## Transit Regional Priority Projects Costs and Expenses\*

	Prior Years	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Admin & Project Development Costs	\$0.86	\$0.36	\$0.29	\$0.30	\$0.31	\$0.33	\$0.35	\$0.37	\$3.16
Transit Bus Expansion Project (Group A&B)	\$14.46								\$14.46
Transit Bus Expansion	\$2.94	\$2.20							\$5.13
Bus Stop Amenity Program	\$3.27								\$3.27
Regional Transit System Technology	\$0.60								\$0.60
Net Center Replacement	\$0.06								\$0.06
New Bus Operating Facility - Southside	\$19.82	\$22.85		\$4.45					\$47.12
Robert Hall Transfer Center Replacement	\$0.10	\$0.50		\$3.73					\$4.33
Evelyn T. Butts Project	\$4.60	\$2.00							\$6.60
RTS Operations and Maintenance	\$38.81	\$25.31	\$23.30	\$25.63	\$28.19	\$30.03	\$31.98	\$34.06	\$237.30
RTS Development and Support Services	\$1.92								\$1.92
Bus Amenity Program	\$6.39	\$2.75	\$3.52	\$1.79					\$14.46
Paratransit Fleet	\$0.47								\$0.47
Non-Revenue Fleet	\$1.28	\$0.01							\$1.29
Orcutt Transfer Center		\$0.26							\$0.26
<b>Total</b>	<b>\$95.56</b>	<b>\$56.23</b>	<b>\$27.11</b>	<b>\$35.90</b>	<b>\$28.51</b>	<b>\$30.36</b>	<b>\$32.32</b>	<b>\$34.42</b>	<b>\$340.41</b>

## Funding Sources

	Prior Years	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total	
HRTAC HRRTF		\$95.56	\$56.23	\$27.11	\$35.90	\$28.51	\$30.36	\$32.32	\$34.42	\$340.41

\*Include a funding application presented to HRTAC for FY 2026 funds, covering RTS Operations and Maintenance as well as the Bus Amenity Program, along with projected Operation and Maintenance costs for future years.

# HRRTF Cash Flow

	Prior Years	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
<b>Revenues</b>									
Grantor's Tax	\$29,396,795	\$5,800,000	\$6,100,000	\$6,300,000	\$6,500,000	\$6,500,000	\$6,500,000	\$6,500,000	\$73,596,795
Transient Occupancy Tax	\$29,249,497	\$9,900,000	\$10,100,000	\$10,300,000	\$10,500,000	\$10,700,000	\$10,900,000	\$11,100,000	\$102,749,497
Recordation Tax Transfer	\$80,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$220,000,000
<b>Total</b>	<b>\$138,646,292</b>	<b>\$35,700,000</b>	<b>\$36,200,000</b>	<b>\$36,600,000</b>	<b>\$37,000,000</b>	<b>\$37,200,000</b>	<b>\$37,400,000</b>	<b>\$37,600,000</b>	<b>\$396,346,292</b>
HRRTF Investment Revenues:									
HRRTF Interest Income	\$5,366,927	\$36,544	\$71,412	\$109,165	\$114,082	\$154,733	\$194,694	\$176,349	\$6,223,905
HRRTF Investment Income	\$2,020,242	\$1,307,081	\$1,107,149	\$1,693,743	\$1,610,242	\$2,179,893	\$2,715,310	\$2,709,514	\$15,343,174
<b>Total</b>	<b>\$7,387,169</b>	<b>\$1,343,625</b>	<b>\$1,178,561</b>	<b>\$1,802,908</b>	<b>\$1,724,324</b>	<b>\$2,334,626</b>	<b>\$2,910,004</b>	<b>\$2,885,863</b>	<b>\$21,567,079</b>
<b>Total Revenues</b>	<b>\$146,033,461</b>	<b>\$37,043,625</b>	<b>\$37,378,561</b>	<b>\$38,402,908</b>	<b>\$38,724,324</b>	<b>\$39,534,626</b>	<b>\$40,310,004</b>	<b>\$40,485,863</b>	<b>\$417,913,371</b>
<b>Payments</b>									
HRRTF Admin & Proj. Dev. Budget	\$855,699	\$355,825	\$285,343	\$299,774	\$314,948	\$330,905	\$347,685	\$365,332	\$3,155,512
Paygo Allocation for Transit Projects	\$109,292,860	\$55,873,920	\$26,823,000	\$35,601,000	\$28,193,000	\$30,025,545	\$31,977,205	\$34,055,724	\$351,842,254
Deallocated Funding Returned	-\$14,589,156								-\$14,589,156
<b>Total Payments</b>	<b>\$95,559,403</b>	<b>\$56,229,745</b>	<b>\$27,108,343</b>	<b>\$35,900,774</b>	<b>\$28,507,948</b>	<b>\$30,356,450</b>	<b>\$32,324,891</b>	<b>\$34,421,056</b>	<b>\$340,408,611</b>
<b>HRRTF Cash Unobligated</b>									
Annual Deposit (Draws)	-\$19,186,121	\$10,270,217	\$2,502,134	\$10,216,376	\$9,178,176	\$7,985,113	\$6,064,807		\$77,504,760
Carry Over from Prior Year	\$50,474,058	\$31,287,937	\$41,558,154	\$44,060,288	\$54,276,664	\$63,454,840	\$71,439,953		
<b>Ending Balance</b>	<b>\$50,474,058</b>	<b>\$31,287,937</b>	<b>\$41,558,154</b>	<b>\$44,060,288</b>	<b>\$54,276,664</b>	<b>\$63,454,840</b>	<b>\$71,439,953</b>	<b>\$77,504,760</b>	

# THANK YOU



**5.D. 2045 Long Range Plan of Finance Update for the Region's  
High Priority Highway Projects and the Hampton Roads  
Regional Transit Fund**

**Agenda Item 5D**  
**Consent Item**

**To: Chair West and the other members of HRTAC**

**From: Kevin B. Page, Executive Director**

**Date: June 12, 2025**

**Re: HRTAC 2045 Long Range Plan of Finance Updates for the Region's High Priority Projects and the Hampton Roads Regional Transit Fund Update**

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**Recommendation:**

The Finance Committee recommends that the Commission approve the proposed HRTAC 2045 Long Range Plan of Finance Updates for the Region's High Priority Projects and the Hampton Roads Regional Transit Fund Update.

**Background:**

At the March 20, 2025 Commission Meeting, the Commission endorsed the HRTAC 2045 Long Range Plan of Finance Updates for the Region's High Priority Projects and the Hampton Roads Regional Transit Fund Update and authorized the Executive Director to conduct a public hearing on the Proposed HRTAC 2045 Long Range Plan of Finance Updates for the Region's High Priority Projects and the Hampton Roads Regional Transit Fund Update. On Monday, May 12, 2025, a public hearing was conducted and there were no public comments received.

**Fiscal Impact:**

Once adopted, the proposed HRTAC 2045 Long Range Plan of Finance Update represents \$11,944 million in regional congestion relief Highway Projects and \$945 million in Transit Projects.

**Suggested Motion:**

**Motion:** The Commission approves the Proposed HRTAC 2045 Long Range Plan of Finance Update for the Region's High Priority Projects and the Hampton Roads Regional Transit Fund.





## Annual Organizational Meeting

### Agenda Item 5D

June 12, 2025

## **Agenda Item 5D:**

2045 Long Range Plan of Finance Update for the Region's High Priority Highway Projects and the Hampton Roads Regional Transit Fund

# 2045 LRTP – Highway Projects

	Six Initial Projects	HRBT	HRELN	I-64/I-264 Interchange Phase IIIA	I-264/Independence Boulevard Interchange	I-64/Denbigh Boulevard Interchange Phase I	I-64/Denbigh Boulevard Interchange Phase II	I-64/I-464 Interchange Phase A
Inflated Costs (\$MM)	\$1,394	\$3,762	\$1,388	\$525	\$207	\$93	\$188	\$142
Construction Start Year	2015	2020	2022	2026	2029	2025	2030	2028
Construction End Year	2024	2027	2030	2030	2033	2029	2034	2032

	I-64 PTSELs from I-464 to Bowers Hill	I-64/I-464 Interchange Phase B&C	Bowers Hill Interchange	I-664 Widening to College Blvd	I-264 Widening	VA-164 Widening	VA-168 Bypass
Inflated Costs (\$MM)	\$80	\$348	\$771	\$1,529	\$669	\$493	\$355
Construction Start Year	2033	2033	2035	2036	2036	2041	2041
Construction End Year	2035	2037	2039	2040	2040	2045	2045

Total YOE Costs (\$MM) <sup>[1]</sup>	\$11,944
Funded by (\$MM):	
Existing HRTAC HRTF Debt	\$3,484
Existing HRTAC Toll Debt	\$345
Existing HRTAC HRTF Paygo	\$1,501
Future HRTAC HRTF Debt <sup>[2]</sup>	\$1,000
Future HRTAC Toll Debt <sup>[2], [3]</sup>	\$310
Future HRTAC HRTF Paygo <sup>[2]</sup>	\$3,373
VDOT - SMART SCALE <sup>[4],[5]</sup>	\$1,559
VDOT - IOEP Funding <sup>[6]</sup>	\$164
VDOT - Other Funding <sup>[7]</sup>	\$119
VDOT - Bridge Maintenance <sup>[8]</sup>	\$13
IIJA Funding <sup>[9]</sup>	\$76
Total Funding	\$11,944

## Assumptions:

- [1] Inflation costs provided by VDOT or HRTPO
- [2] Future HRTAC paygo and debt funding depend on revenue availabilities and interest rates at the time of debt issuance
- [3] \$310M assumed in the HRELN financing; pending public hearing results and further developments, Bowers Hill Interchange and I-664 Widening to College Blvd may contain managed lanes that produce toll revenues
- [4] \$588M existing VDOT and other local funding for the Six Initial Projects and HRBT
- [5] Assume additional \$971M SMART SCALE awarded prior to FY 2034 for new projects after HRELN; I-664 Widening to College Blvd completion in FY 2038 conditioned upon this assumption
- [6] \$164M assumed for HRELN; additional IOEP funding may be available
- [7] \$93M General Assembly Appropriation for HRELN approved in June 2022; assume \$26M VDOT Funding for HRELN toll integration costs
- [8] \$13M assumed for HRELN; additional Bridge Maintenance funding may be available
- [9] \$76M Infrastructure Investment & Jobs Act (IIJA) funding assumed for HRELN; additional IIJA funding may be available

# 2045 LRTP – Transit Projects

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## HRTAC Transit Regional Priority Projects - Proposed 2045 Long Range Plan of Finance Update

HRRTF Supported Projects	
O&M Costs <sup>1</sup>	\$714
Capital Costs <sup>2,3</sup>	\$230
Fiscally Constrained Construction End Year	2045
Total FV Cost	\$945
Funded by HRRTF Debt	\$0
Funded by HRRTF Pay-Go	<u>\$945</u>

1. Assume annual O&M costs after FY 2031 same as the FY 2031
2. Assume HRRTF annual revenue grows by 0.5% after the FY 2032 estimate provided by the VA Department of Tax
3. Assume capital project costs are aggregate HRRTF revenues net of O&M costs

# THANK YOU



**5.E. I-64/I-464 Interchange Improvements Phase A Standard  
Project Agreement (UPC 127093)**

**Agenda Item 5E**  
**Consent Item**

**To: Chair West and the other members of the Commission**

**From: Kevin B. Page, Executive Director**

**Date: June 12, 2025**

**Re: I-64/I-464 Interchange Improvements Phase A Standard Project Agreement  
(UPC 127093)**

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**Recommendation:**

Commission Staff recommends that the Commission approve I-64/I-464 Interchange Improvements Phase A Standard Project Agreement (UPC 127093).

**Background:**

The Approved FY2026-FY2031 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Highway Regional High Priority Projects includes \$139 million for the I-64/I-464 Interchange Improvements Phase A Project (UPC 127093). The Virginia Department of Transportation (VDOT) is currently completing an Interchange Access Report that is evaluating the full build of the I-464/I-64 Interchange and Route 168 ramp configuration to identify the future needs and maximize efficiency and capacity of this key system-to-system interchange operation in the City of Chesapeake. VDOT has identified a subproject that adds a directional ramp from US-17 northbound/VA-168 northbound to I-64 westbound, as designated as the I-464/I-64 Interchange Phase A project. These improvements are in addition to the current project under design/construction that is installing a flyover ramp from I-64 eastbound to I-464 southbound and perform improvements to separate I-464 southbound traffic going to Route 17 and Route 168 north of the interchange. The Draft Standard Project Agreement for the I-64/I-464 Interchange Improvements Phase A Standard Project Agreement (UPC 127093) is attached.

**Fiscal Impact:**

There is a \$139 million fiscal impact to the Hampton Roads Transportation Fund.

**Suggested Motion:**

**Motion:** The Commission: i. Approves the I-64/I-464 Interchange Improvements Phase A Standard Project Agreement (UPC 127093); and ii. Authorizes the Chair to execute and



deliver such agreement to the Virginia Department of Transportation with such changes, insertions or omissions as may be finalized by the Chair, with the advice of the Executive Director and the Commission's general counsel.



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

HRTAC Project Title: I-64/I-464 Interchange Improvements Phase A

HRTAC Project Number: UPC 127093

This Standard Project Agreement for Funding and Administration (the "Agreement") is made and effective as of the date of last execution below, 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, HRTAC is required to use all moneys that it receives, whether from the HRTF, bond proceeds, collections from any tolls imposed by HRTAC or otherwise (collectively, "HRTAC-Controlled Moneys"), for the benefit of those counties and cities that are embraced by HRTAC and in accordance with applicable law;

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 (such agreement as thereafter amended and modified from time to time, the "MOA");

WHEREAS, the MOA contemplates that HRTAC may from time to time enter into Standard 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 services described on Appendix A in respect of the project set forth and described on Appendix A to this Agreement (the "Project");

WHEREAS, HRTAC has determined 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 (the "Project Budget") and cashflow and construction schedule (the "Project Schedule") set forth and described on Appendix B to this Agreement (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;

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 project budget;

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 (i) any and all applicable federal, state, and local laws and regulations, and (ii) all terms and conditions of this Agreement, including, without limitation, the Project Budget and Project Schedule reflected in Appendix B, which Project Budget and Project Schedule (A) VDOT represents have 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 (B) the parties acknowledge may be amended pursuant to Section A.8 below or as follows:

- a) In the event that VDOT determines, after receipt of proposals or bids for any work related to the Project, that the cost of the contract for said work will result in a significant reduction in costs associated with a portion of the Project Budget reflected in Appendix B that is allocated to work covered by the contract, then VDOT shall notify HRTAC's Executive Director of the significant reduction in costs. For purposes of this Section A.1(a), HRTAC and VDOT agree that a "significant reduction in costs" shall mean a reduction in costs that has the effect of reducing, in Appendix B, (x) the costs for the particular portion of the Project Budget allocated to work covered by the contract by more than 20 percent or (y) the entire Project Budget either by more than 10 percent or \$10,000,000, whichever applies. In the event there is a significant reduction in costs, VDOT and HRTAC will work reasonably and in good faith to amend Appendix B to fairly reflect the effect of the reduction on the commitments of the funding sources (by way of example, if the Appendix B costs are to be paid initially from both HRTAC Controlled Moneys and state or federal contributions, then the commitment of each funding source would be reduced by its proportionate share of the reduction in costs, which proportionate share will be based on the funding source's proportionate responsibility for the total budgeted costs before the reduction was realized) (for the avoidance of doubt, the amount by which a commitment is reduced shall be considered deobligated from the Project).
- b) In the event that any federal or state funding not previously available for the Project becomes available for any portion of the Project Budget reflected in Appendix B, then VDOT and HRTAC will work reasonably and in good faith to amend Appendix 8 to fairly reflect the benefit of the additional funding (by way of example, if the Appendix B costs are to be paid initially from both HRTAC Controlled Moneys and state contributions, but federal funding subsequently becomes available, then the respective commitments of HRTAC and the state would be reduced by each party's proportionate share of the additional funds, which proportionate share will be based on the party's proportionate responsibility for the total budgeted cost before the additional funding became available).
- c) In the event that application is made for federal or state funding or loans not previously available for the Project, then VDOT will, to the extent within its reasonable control, provide reasonable support to such application and, if any such funding or loans are awarded or otherwise become available, take action to satisfy conditions and comply with requirements of such funding or loans, in each case as may be reasonably requested by HRTAC.

2. Without limiting the foregoing, VDOT shall:
  - a) 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) 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 Project Budget reflected in Appendix B that is allocated to the work covered by that contract, (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 Project Budget reflected in Appendix B, or (iii) the schedule in the contract for performing and paying for the work related to the Project would be materially different (whether accelerated or delayed) from the Project Schedule set forth 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. If HRTAC grants its written consent to a modification to the Project Budget and/or Project Schedule in order to permit VDOT to enter into a contract to perform the work, VDOT and HRTAC will work reasonably and in good faith to amend Appendix B to reflect the modified Project Budget and Project Schedule.  
c) Involve HRTAC in any procurement consistent with customary practices between VDOT and HRTAC.
3. Perform or have performed in accordance with VDOT's standards for highways, bridges and tunnels (or that otherwise are applicable to the work under the Project) 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. If VDOT determines that a delay will more likely than not prevent the completion of a material phase of the Project (e.g., PE or ROW acquisition), or the entire Project, in accordance with the Project Schedule, VDOT shall notify HRTAC in writing and provide HRTAC with such information as HRTAC may reasonably request, including information pertaining to potential corrective measures and remedies against the contractor (if VDOT and HRTAC mutually develop a model notice for such purposes, VDOT's notice will follow the format of the model).
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 8), 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 (and assist) 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 C (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 C of this Agreement. 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, which terms shall be consistent with VDOT's standard contract terms relating to contract cancellation and termination, (the "Breakage Compensation"), shall be paid with HRTAC-Controlled Moneys, unless VDOT and HRTAC mutually 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 term, condition or remedy in respect of Additional Costs that is more favorable to the contractor than the terms, conditions or 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 Project 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, breach of contract, willful misconduct or violation of law ("VDOT Fault"), HRTAC shall not be responsible for such additional costs. Any notice provided by VDOT to HRTAC pursuant to Section A.8(c) above shall be accompanied by a certification from VDOT that it has determined in good faith that any Additional Costs do not arise out of or result from VDOT Fault.
- 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, (a) 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 or (b) the expenditure of which arose out of VDOT Fault.
- 13. Be 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 and with coverages that VDOT requires under its Road and Bridge Specifications for all work to be performed for the Project, and name HRTAC and its members, officers, employees and, if applicable, any HRTAC lender and any bond trustee, as additional insureds 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 (VDOT also shall ensure that such engagements are consistent with the practices and terms that VDOT uses where it is solely responsible for project costs).

15. Subject to and consistent with the requirements of Section E 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).
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 to such additional federal and/or state funding (provided that such actions are within the control of VDOT) 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) 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 (for clarification, a provision shall not be deemed to include a penalty solely as a result of terms that require payment of compensation due and owing at the time of cancellation and reasonable costs associated with cancellation provided that such costs are consistent with costs paid pursuant to VDOT's standard contract terms relating to contract cancellation and termination). 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.
20. Notify HRTAC if VDOT determines that a delay will more likely than not prevent the timely completion of a material phase of the Project, including information regarding potential corrective measures and remedies against the contractor.

21. With respect to modifications to any agreement with a contractor, concede to HRTAC any resulting savings, if HRTAC-Controlled Moneys are funding 100% of the applicable work, or if the cost savings relate to work funded with HRTAC-Controlled Moneys and state and/or federal funds, concede such savings to such parties pro rata, based on the respective proportionate share of HRTAC-Controlled Moneys and state and federal funds in the Project Budget for such work.
22. Include in any agreement with a contractor an assessment of liquidated damages if either substantial completion or final acceptance is not achieved by the applicable deadline. Unless otherwise agreed by the parties acting reasonably, any liquidated damages (as well as other damages paid by a contractor, insurance proceeds, or recoveries from third parties) received by VDOT in respect of the Project shall be for the benefit of HRTAC.
23. Terminate any agreement with a contractor upon the written request of HRTAC if (a) VDOT has failed to exercise the right to terminate such agreement for cause, but only (i) if such failure is reasonably expected to have a material adverse effect on HRTAC and (ii) following consultation between HRTAC and VDOT regarding the reasons, if any, for VDOT's failure to exercise such right; or (b) HRTAC determines in good faith that HRTAC has suffered a material adverse change in its ability to satisfy its obligations under this Agreement and it is in HRTAC's best interests for VDOT to terminate the contractor's agreement for convenience.

## **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. (In the absence of an assigned person, HRTAC's Executive Director shall serve as the Program Coordinator.) 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 Project Schedule 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, in HRTAC's reasonable judgment, 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 to HRTAC's reasonable satisfaction. 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 (i) review of VDOT's financial records for the Project, (ii) on-Project site inspections and (iii) review of a contractor's books and records in relation to the Project to the extent VDOT has access thereto.
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.
9. Have no obligation to pay or reimburse VDOT for any cost (including, without limitation, compensation paid or payable to any contractor) arising out of VDOT Fault.

### C. Term

1. This Agreement shall (i) be effective upon adoption and execution by both parties and (ii) unless terminated earlier in accordance with its terms, expire ninety (90) days after the date on which VDOT makes final payment to Project contractor(s) and all contractor claims have been resolved or are barred.
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. Before initiating any proceedings to terminate under this Section, HRTAC shall give VDOT sixty (60) days' written notice of any claimed material breach of this Agreement and the reasons for termination; thereby allowing VDOT an opportunity to investigate and cure any such alleged breach. 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 (a) where VDOT has either misused or misapplied HRTAC funds in contravention of this Agreement or applicable law, or (b) without the prior written consent of any lender to HRTAC, if the terms of HRTAC's loan agreement with such lender require such consent.
4. Upon (a) expiration or earlier termination of this Agreement and (b) 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 such expiration or earlier 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. Neither party will seek or accept an award of attorneys' fees or costs incurred in connection with resolution of a dispute.

#### **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, 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 and terms of the HRTAC Act (without limiting the foregoing, VDOT acknowledges that under the HRTAC Act and applicable law, HRTAC is vested with the right to impose and collect tolls on facilities constructed by the Commission and holds a license to, among other things, use the tolling infrastructure and system). 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. Representations and Warranties**

1. VDOT hereby represents and warrants to HRTAC as of the date of this Agreement as follows:
  - a) VDOT is an agency of the Commonwealth of Virginia, and it has full power, right and authority to execute, deliver, and perform its obligations under, in accordance with, and subject to the terms and conditions of this Agreement;
  - b) VDOT has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement, and each person executing this Agreement on behalf of VDOT has been duly authorized to execute and deliver it on behalf of VDOT;
  - c) the execution and delivery by VDOT of this Agreement, and the performance of its obligations hereunder, will not conflict with, and will not result, at the time of execution, in a default under or violation of, (i) any other agreements or instruments to which it is a party or by which it is bound or (ii) to its knowledge, any law, where such violation will have a material adverse effect on the ability of VDOT to perform its obligations under this Agreement;
  - d) this Agreement has been duly authorized, executed, and delivered by VDOT and constitutes a valid and legally binding obligation of VDOT, enforceable against it in accordance with the terms hereof, subject to (i) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (ii) principles of equity, whether considered at law or in equity, and (iii) sovereign immunity under the law of the Commonwealth of Virginia; provided, however, that, for the avoidance of doubt, sovereign immunity shall not bar an action to enforce a claim based on a breach of this Agreement presented in accordance with the law of the Commonwealth of Virginia; and
  - e) there is no action, suit, proceeding, investigation, or litigation pending and served on VDOT which challenges VDOT's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement, or which challenges the authority

of the VDOT official executing this Agreement, and VDOT has disclosed to HRTAC any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which VDOT is aware.

2. HRTAC hereby represents and warrants to VDOT as of the date of this Agreement as follows:

- a) HRTAC is a body politic and a political subdivision of the Commonwealth of Virginia, and it has full power, right, and authority to execute, deliver, and perform its obligations under, in accordance with, and subject to the terms and conditions of this Agreement;
- b) HRTAC has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement, and each person executing this Agreement on behalf of HRTAC has been duly authorized to execute and deliver it on behalf of HRTAC;
- c) the execution and delivery by HRTAC of this Agreement, and the performance of its obligations hereunder, will not conflict with, and will not result, at the time of execution, in a default under or violation of, (i) any other agreements or instruments to which it is a party or by which it is bound or (ii) to its knowledge, any law, where such violation will have a material adverse effect on the ability of HRTAC to perform its obligations under this Agreement;
- d) this Agreement has been duly authorized, executed, and delivered by HRTAC and constitutes a valid and legally binding obligation of HRTAC, enforceable against it in accordance with the terms hereof, subject to (i) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (ii) principles of equity, whether considered at law or in equity, and (iii) sovereign immunity under the law of the Commonwealth of Virginia; provided, however, that, for the avoidance of doubt, sovereign immunity shall not bar an action to enforce a claim based on a breach of this Agreement presented in accordance with the law of the Commonwealth of Virginia; and
- e) there is no action, suit, proceeding, investigation, or litigation pending and served on HRTAC which challenges HRTAC's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of the HRTAC official executing this Agreement, and HRTAC has disclosed to VDOT any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which HRTAC is aware.

#### **H. Tax Covenants for Bond-Funded Projects**

VDOT shall comply in all material respects with the Tax Covenants for Bond Funded Projects set forth in Appendix F (Tax Covenants for Bond-Funded Projects).

#### **I. 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

**J. Assignment**

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

**K. 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) 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 any bond financing.

**L. 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, member, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

**M. 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.

**N. Sovereign Immunity**

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

**O. 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.

**P. 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.

**Q. Governing Law**

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

**R. Survival**

The following provisions shall survive the expiration or earlier termination of this Agreement: Sections A.4, A.9, A.12, A.15, A.17, A.19, A.22, B.5 and B.7, and Sections C through R.

*[Signature page follows]*

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by their duly authorized representatives, intending it to be effective on the date of last execution.

Hampton Roads Transportation Accountability Commission

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Virginia Department of Transportation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## APPENDIX A

### I-64/I-464 INTERCHANGE IMPROVEMENTS PHASE A – UPC 127093

**Scope:** The work associated with this Standard Project Agreement (SPA) for the I- 64/I-464 Interchange Phase A Improvements Project is to fund the preliminary design and right of way acquisition activities for roadway and bridge improvements along Route 168 northbound and I-64 westbound to reduce congestion, improve safety, and improve traffic operations (the Project). The Project is located in the City of Chesapeake. It includes the interchange ramp from Route 168 northbound to I-64 westbound, and I-64 westbound from the I-464/I-64 Interchange to 1.06 miles east of the I-64/I-464 Interchange (near Battlefield Boulevard). This Project will address the needs identified in the Interchange Access Report that is under final review by the Federal Highway Administration for formal approval (anticipated in July 2025).

The Project scope includes the following improvements: widening and realignment of the I-64 westbound collector-distributer (CD) road, adding a lane and adjusting the alignment of the ramp from Route 168 northbound to I-64 westbound CD road, and constructing a braided ramp to carry traffic from Route 168 northbound over the I-64 westbound CD road directly onto the I-64 westbound general-purpose lanes.

The work also includes holding public information meetings with localities and others as requested, finalization of RFP plans and contract requirements, acquisition of right of way, acquisition of permits, RFQ-level plan development and advertisement, RFP level plan development, completion of two-phase best value design-build contractor procurement processes necessary to award construction, cost estimate and schedule refinements, and design support for this project as defined in the Appendix A.

Funding and administration activities for the construction of the Project is anticipated to occur pursuant to a future amendment of this SPA executed by the parties. In accordance with Va. Code § 33.2-209 (B), the award of any design-build contracts for transportation projects will be approved by the Commonwealth Transportation Board.

## APPENDIX B

### I-64/I-464 INTERCHANGE IMPROVEMENTS PHASE A – UPC 127093

#### PROJECT BUDGET AND PROJECT SCHEDULE

#### FOR RIGHT OF WAY AND CONSTRUCTION

##### Project Budget: I-64/I-464 Interchange Improvements Phase A:

###### **HRTAC Costs (UPC 127093):**

Preliminary Engineering (PE)	\$7,755,555
Right of Way (RW)	\$11,889,699
*Construction (CN)	\$0
<b>Total Cost for PE and RW</b>	<b>\$19,645,254</b>

\*The Parties agree that this SPA currently addresses the PE and RW phases of this Project and that the SPA will require a future amendment to add construction and additional project delivery details as needed, as well as funding, if (and before) any award for construction is made at a later date as shown in the schedule below. Nothing herein shall be deemed or construed to commit either party to allocate funding or adopt any such amendment, and the terms of each amendment must be acceptable to each party acting in its sole discretion. In accordance with Va. Code § 33.2-209 (B), the award of any design-build contracts for transportation projects will be approved by the Commonwealth Transportation Board.

The Scope of Work for and activities associated with this SPA for the I-64/I-464 Interchange Phase A Improvements Project are set out in Appendix A.

##### ***Project Schedule: I-64/I-464 Interchange Improvements Phase A (all dates are estimates):***

- **Preliminary Engineering (PE):**
  - PE Start: 01/2026
  - PE End: 06/2028
- **Right of Way (RW):**
  - RW Start: 01/2029
  - RW End: 12/2029
- **Construction (CN) (based on funding availability and project readiness):**
  - CN Start: 07/2028
  - CN End: 06/2032

***Project Cash Flow Schedule: See Annex I to Appendix B (which is incorporated herein by this reference as if set out in full.)***

**ANNEX I TO APPENDIX B -PROJECT BUDGET & CASH FLOW**

**PROJECT IDENTIFICATION AND PROPOSED FUNDING**

HRTAC Project Title:	I-464 and I-64 Interchange Improvements Phase A
Scope of Project Services:	Standard Project Agreement for I464/I64 Interchange Phase A Project (UPC 127093)
Recipient Entity:	Virginia Department of Transportation
VDOT Project Contact:	Todd Halacy (757) 956-3010
Baseline Schedule:	PE: Start January 2026, End June 2028
	RW: Start January 2029, End Dec 2029
	CN: N/A

**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	\$7,755,555	\$7,755,555	\$ -		\$ -	\$ -
Engineering						
Environmental Work						
Right-of-Way Acquisition	\$11,889,699	\$11,889,699				
Construction						
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
<b>Total Estimated Cost</b>	<b>\$ 19,645,254</b>	<b>\$ 19,645,254</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**FISCAL YEAR ANNUAL PROJECT CASH FLOW**

Project Phase	Total Fiscal Year 2026		Total Fiscal Year 2027		Total Fiscal Year 2028		Total Fiscal Year 2029		Total Fiscal Year 2030	
	PayGo	Financed								
Design Work	\$1,551,108		\$3,102,216		\$3,102,231					
Engineering										
Environmental Work										
Right-of-Way Acquisition							\$5,944,848		\$5,944,851	
Construction										
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
<b>Total Estimated Cost</b>	<b>\$ 1,551,108</b>	<b>\$ -</b>	<b>\$ 3,102,216</b>	<b>\$ -</b>	<b>\$ 3,102,231</b>	<b>\$ -</b>	<b>\$ 5,944,848</b>	<b>\$ -</b>	<b>\$ 5,944,851</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 26 Mthly Cash Flow		FY 27 Mthly Cash Flow		FY 28 Qtrly Cash Flow		FY 29 Qtrly Cash Flow		FY 30 Qtrly Cash Flow	
	PayGo	Financed								
July			\$258,518		\$258,518		495,404.00		495,404.00	
August			\$258,518		\$258,518		495,404.00		495,404.00	
September			\$258,518		\$258,518		495,404.00		495,404.00	
October			\$258,518		\$258,518		495,404.00		495,404.00	
November			\$258,518		\$258,518		495,404.00		495,404.00	
December			\$258,518		\$258,518		495,404.00		495,404.00	
January	\$258,518		\$258,518		\$258,518		495,404.00		495,404.00	
February	\$258,518		\$258,518		\$258,518		495,404.00		495,404.00	
March	\$258,518		\$258,518		\$258,518		495,404.00		495,404.00	
April	\$258,518		\$258,518		\$258,518		495,404.00		495,404.00	
May	\$258,518		\$258,518		\$258,518		495,404.00		495,404.00	
June	\$258,518		\$258,518		\$258,533		495,407.00			
<b>Total per Fiscal Year</b>	<b>\$ 1,551,108</b>	<b>\$ -</b>	<b>\$ 3,102,216</b>	<b>\$ -</b>	<b>\$ 3,102,231</b>	<b>\$ -</b>	<b>\$ 5,944,848</b>	<b>\$ -</b>	<b>\$ 5,944,851</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

Hampton Roads Transportation Accountability Commission

\_\_\_\_\_  
Signature  
Commissioner  
Title

\_\_\_\_\_  
Signature  
HRTAC Chairman  
Title

\_\_\_\_\_  
Date  
Stephen C. Brich, P.E.  
Print name of person signing

\_\_\_\_\_  
Date  
Richard West  
Print name of person signing

**APPENDIX C**  
**FORM OF PAYMENT REQUISITION**

HRTAC Project Title and Number: I-64/I-464 Interchange Improvements Phase A (UPC 127093)

Project Scope/Services Description: The work associated with this Standard Project Agreement for the I-64/I-464 Interchange Phase A Improvements Project is to perform the development and delivery of the I- 64/I-464 Interchange Phase A Improvements Project.

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 Standard 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.

**Virginia Department of Transportation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Recommended for Payment**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## DETAILED PAYGO REQUEST

Draw Request Number: \_\_\_\_\_  
 HRTAC Project Number: UPC 127093

Request Date: \_\_\_\_\_  
 Project Title: I-64/I-464, Phase A

	HRTAC		Total PayGo Requests Previously	PayGo Requisition Amount this Period	Remaining PAYGO Project Budget
<b>Project Starting Balance</b>	\$0				\$ -
Design Work/ Engineering	\$7,755,555		\$ -	\$ -	\$ -
Engineering	\$0		-	-	\$ -
Environmental Work	-		-	-	\$ -
Right-of-Way Work	\$11,889.699		-	-	\$ -
Construction	\$0		-	-	\$ -
Contract Administration	-		-	-	\$ -
Testing Services	-		-	-	\$ -
Inspection Services	-		-	-	\$ -
Capital Asset Acquisitions	-		-	-	\$ -
<b>Other (please explain)</b>	-		-	-	\$ -
<b>TOTALS</b>	\$19,645,254		\$ -	\$ -	\$ -

### LISTING OF ATTACHED INVOICES

Vendor/Contractor Name	Item Number	Invoice Number	Cost Category	Amount
	1			\$ -
	2			-
	3			-
	4			-
	5			-
	6			-
	7			-
	8			-
	9			-
	10			-
	11			-
	12			-
<b>Requisition Amount</b>				\$ -

#### Instructions

1. Column B-Please list approved PayGo Project Cost per category.
2. Column C-Please list Total PayGo Amounts per Category Previously Reimbursed by HRTAC
3. Column D- Please list invoice amounts summarized by Category from the Listing of Attached Invoices
4. Column E - Is a calculation of the Remaining PAYGO Budget per Category

#### Instructions-Listing of Attached Invoices: (please list each invoice separately)

1. Column A- Please list the name as it appears on the Invoice
2. Column B- Please manually number the invoices attached with the corresponding Item number in this schedule.
3. Column C- Please list the invoice number as it appears on the Invoice
4. Column D- Please list the appropriate Cost Category based on the Project Category breakout above

5. Column E- Please enter the dollar amount listed on the invoice.

6. The calculated Requisition Amount should equal the total in Column D in the Schedule above.

**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 expenditures to date against the budget, both monthly and for the life of the project, and a statement of the percent completed; and (b) such other information as VDOT customarily provides with monthly expenditure reports.
2. Monthly Project Report which provides (a) an overview of progress on major project tasks; (b) information regarding the budget (such as, the baseline planned forecast, any approved changes thereto, the monthly expenditures, the cumulative expenditures, and the cumulative forecasted expenditures); (c) future key tasks; and (d) significant issues.

**APPENDIX E**  
**OFFICIAL AUTHORIZING DOCUMENTS**

## APPENDIX F

### TAX COVENANTS FOR BOND-FUNDED PROJECT

1. (A) VDOT (the Department) shall not permit the "Proceeds" of any "Commission Bonds" or any "Financed Property" to be used in any manner that would result in either: (1) 5% or more of such proceeds being considered as having been used in any trade or business carried on by any person other than a governmental unit as provided in Section 141(b) of the "Code;" (2) 5% or more of such Proceeds being used with respect to any "output facility" (other than a facility for the furnishing of water) within the meaning of Section 141(b)(4) of the Code; (3) 5% or more of such Proceeds being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit, as provided in Section 141(c) of the Code; or (4) more than an aggregate of \$15,000,000 of Proceeds of any single Commission Bond issue being considered as having been used in any trade or business, any output facility or to make or finance loans as described in (1), (2) or (3) above; provided, however, that if HRTAC (the Commission) and the Department receive an opinion of nationally recognized bond counsel concluding that such use or action will not affect the exclusion of interest on the Commission Bonds from gross income of the holders thereof for federal tax purposes under existing law, the Department need not comply with such restrictions.

(B) Notwithstanding the foregoing, the Department and the Commission agree that the provisions herein shall not apply to Proceeds of Commission Bonds derived from "qualified bonds" (as defined in Section 141(e) of the Code (or any successor provisions thereto or regulations thereunder)) the Commission may from time to time issue. In the event any such "qualified bonds" are issued by the Commission, the Department agrees that it will not permit Proceeds of Commission Bond derived from such "qualified bonds" to be used in a manner that fails to comply with the provisions of Section 141(e) and 142(a) of the Code (or any successor provisions thereto or regulations thereunder). The provisions of this subparagraph (B) shall not negate any provision in the Agreement or other agreement between the Commission and the Department that requires mutual consent of the parties or Commission approval of a concession arrangement in respect of the Project.

2. The Department agrees not to requisition or spend the proceeds of any the Commission Bond for any cost of the Project not constituting a "Capital Expenditure."

3. Except as may be described in writing to the Commission, the Department neither has on the date of this Agreement nor expects to have after this date any funds that are restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, for the purposes for which the Department is receiving or may receive Proceeds of Commission Bonds.

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

addition, the Department shall provide the Commission with any further information reasonably requested by the Commission from time to time concerning the matters described in this Appendix F.

5. The following terms have the meanings assigned to them below whenever they are used in this Appendix F.

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

"Code" means the Internal Revenue Code of 1986, as amended.

"Financed Property" means any property financed in whole or in part by any allocation of Commission Bond Proceeds.

"Commission Bond" means any Commission bond or other debt instrument that is a "tax-exempt bond" or a "tax-advantaged bond" (as defined in Treasury Regulations Section 1.150-1(a)).

"Proceeds" means the sale proceeds of any Commission Bond, together with the investment earnings on such proceeds, to the extent allocated to the Project.

**5.F. Hampton Roads Express Lanes Segment 3 (Capital Improvements – Tolling Infrastructure) Project Standard Project Agreement (UPC 118376)**

**Agenda Item 5F**  
**Consent Item**

**To: Chair West and the other members of the Commission**

**From: Kevin B. Page, Executive Director**

**Date: June 12, 2025**

**Re: Hampton Roads Express Lanes Segment 3 (Capital Improvements – Tolling Infrastructure) Project – Amendment to Standard Project Agreement (UPC 118376)**

---

**Recommendation:**

Commission Staff recommends that the Commission approve the proposed amendment to the Hampton Roads Express Lanes Segment 3 (Capital Improvements – Tolling Infrastructure) Project Standard Project Agreement (UPC 118376).

**Background:**

HRTAC has entered into a Standard Project Agreement (UPC 118376) with VDOT dated as of September 1, 2021 relating to tolling infrastructure work. The Approved FY2026-FY2031 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Highway Regional High Priority Projects includes \$4,000,000 to increase the budget on the Hampton Roads Express Lanes Network (HREL) Segment 3 Capital Tolling Infrastructure for the construction cost to install the Illuminated In-Pavement Markings (IIPMs) along the I-64 corridor. This cost includes preliminary engineering (i.e., modifying the environmental document, developing the design and plans, revising the special provision, etc.), construction work and contingencies to perform this work.

**Fiscal Impact:**

There is a \$4 million fiscal impact to the Hampton Roads Transportation Fund.

**Suggested Motion:**

**Motion:** The Commission: i. Approves the proposed amendment to the Hampton Roads Express Lanes Segment 3 (Capital Improvements – Tolling Infrastructure) Project Standard Project Agreement (UPC 118376); and ii. Authorizes the Chair to execute and deliver such amendment to the Virginia Department of Transportation with such changes, insertions or omissions as may be finalized by the Chair, with the advice of the Executive Director and



the Commission's general counsel.



**AMENDMENT TO**  
**STANDARD PROJECT AGREEMENT FOR FUNDING AND ADMINISTRATION**  
**BETWEEN**  
**THE HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION**  
**AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION**

(HREL Segment 3 (Capital Improvements – Tolling Infrastructure) Project (UPC 118376))

**THIS AMENDMENT TO STANDARD PROJECT AGREEMENT FOR FUNDING AND ADMINISTRATION** (this “Amendment”), dated as the date of last execution below (the “Effective Date”), is made by and between the **HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION (“HRTAC”)** and the **VIRGINIA DEPARTMENT OF TRANSPORTATION (“VDOT”)** (each a “Party” and collectively the “Parties”).

**RECITALS:**

**WHEREAS**, the Parties have entered into that certain Standard Project Agreement for Funding and Administration for Segment 3 (Capital Improvements – Tolling Infrastructure) Project (UPC 118376) dated as of September 1, 2021 (the “Segment 3 Tolling Infrastructure SPA”);

**WHEREAS**, Appendix A to the Segment 3 Tolling Infrastructure SPA sets forth the scope of work to be undertaken by the Parties thereunder (the “Segment 3 Base T.I. Work”);

**WHEREAS**, the Parties also have entered into that certain Amended and Restated Project Agreement for Funding and Administration for the I-64 Hampton Roads Bridge-Tunnel Expansion Project as of December 16, 2021 (as amended, including most recently by that Second Amendment to Amended and Restated Project Agreement for Funding and Administration, dated as of February 7, 2024, the “PAFA”);

**WHEREAS**, the PAFA includes a special rule that, in general terms, provides that expenditures made by HRTAC in respect of the Segment 3 Base T.I. Work will reduce the Commission-Supported Contingency Reserve (as defined in the PAFA) (the “Special Offset Rule”);

**WHEREAS**, the Parties have entered into the Segment 3 Tolling Infrastructure SPA in furtherance of their efforts with respect to, among other things, the development, tolling, financing, procurement, and delivery of the Hampton Roads Express Lanes Network Project (the “HREL Project”);

**WHEREAS**, after entering into the Segment 3 Tolling Infrastructure SPA, the Parties have determined to modify the HREL Project scope of work under advisement of the Federal Highway Administration (the “FHWA”) to include the installation of internally illuminated recessed pavement markers (the “In-Pavement Lighting Work”) on eastbound I-64, from approximately mile marker 267.26 to mile marker 267.38 within the express lanes, and on westbound I-64, from approximately mile marker 274.28 to mile marker 274.13 within the express lanes; and

**WHEREAS**, as set forth hereinafter in this Amendment, HRTAC has agreed to allocate four million dollars (\$4,000,000) from its resources for the In-Pavement Lighting Work (the “Supplemental Funding”); and

**WHEREAS**, the Parties now desire to (i) amend the Segment 3 Tolling Infrastructure SPA on the terms set forth below to enable VDOT to procure and award the necessary contract for construction and delivery of the In-Pavement Lighting Work; and (ii) clarify that the Special Offset Rule applies solely to funding used for the Segment 3 Base T.I. Work and does not extend to the Supplemental Funding that will be provided by HRTAC in respect of the In-Pavement Lighting Work.

**AGREEMENT:**

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and agreements set forth in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Segment 3 Tolling Infrastructure SPA as follows:

1. **DEFINITIONS**. Capitalized terms not defined when used in this Amendment shall have the meanings given those terms under the Segment 3 Tolling Infrastructure SPA.
2. **AMENDMENT OF APPENDIX A**. Appendix A to the Segment 3 Tolling Infrastructure SPA is hereby amended by the addition of the following sentence to the Scope at the end of the first paragraph:

In addition to the Segment 3 Base T.I. Work, the project will also include the design, special provision revisions, and construction of in-pavement lighting within this corridor in two locations: (i) on eastbound I-64 from approximately mile marker 267.26 to mile marker 267.38 within the express lanes; and (ii) on westbound I-64 from approximately mile marker 274.28 to mile marker 274.13 within the express lanes.

3. **AMENDMENT AND RESTATEMENT OF APPENDIX B**. Appendix B to the Segment 3 Tolling Infrastructure SPA is hereby amended, restated, and replaced in its entirety with the Appendix B attached hereto as Attachment 1.
4. **AMENDMENT OF APPENDIX C**. Appendix C to the Segment 3 Tolling Infrastructure SPA is hereby amended with the replacement of the “Detailed Paygo Request” attached hereto as Attachment 2.
5. **FUNDING OF THE IN-PAVEMENT LIGHTING WORK**.
  - a. HRTAC will provide the Supplemental Funding for the In-Pavement Lighting Work.

- b. For the avoidance of doubt, the Special Offset Rule applies solely to funding used for the Segment 3 Base T.I. Work and does not extend to the Supplemental Funding that will be provided by HRTAC in respect of the In-Pavement Lighting Work.

6. **OTHER TERMS.** Except as modified by the provisions of this Amendment, all other terms of the Segment 3 Tolling Infrastructure SPA shall remain in full force and effect.

7. **COUNTERPARTS.** This Amendment may be executed in any number of counterparts, and by each Party on a separate counterpart, each of which, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. The Parties may execute this Amendment electronically and electronic transmission of an executed counterpart of this Amendment shall be deemed to constitute due and sufficient delivery of such counterpart.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have executed this Amendment by their duly authorized representatives, intending it to be effective on the Effective Date.

**VIRGINIA DEPARTMENT OF TRANSPORTATION**

**By:** \_\_\_\_\_  
**Name:** Stephen C. Brich, P.E.  
**Title:** Commissioner of Highways  
**Date:** \_\_\_\_\_

**HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION**

**By:** \_\_\_\_\_  
**Name:** Richard West  
**Title:** HRTAC Chair  
**Date:** \_\_\_\_\_

*[Signature Page, Amendment to Segment 3 Tolling Infrastructure SPA]*

## ATTACHMENT 1

### APPENDIX B (AS AMENDED AND RESTATED)

### HAMPTON ROADS EXPRESS LANES NETWORK ELEMENTS

#### SEGMENT 3 (CAPITAL IMPROVEMENTS - TOLLING INFRASTRUCTURE) PROJECT – UPC 118376

#### PROJECT BUDGET AND PROJECT SCHEDULE

*Project Budget: SEGMENT 3 (CAPITAL IMPROVEMENTS – TOLLING IN INFRASTRUCTURE) PROJECT:*

Preliminary Engineering (PE)	\$2,334,000
Right of Way (RW)	\$0
<u>Construction (CN)</u>	<u>\$20,445,474</u>
Total Cost	\$22,789,474

The estimated cost of Segment 3 Capital Improvements - Tolling Infrastructure, as shown in Appendix B, utilizes the anticipated synergies by aligning with a corridor-wide tolling solutions of other segments of the Hampton Roads Express Lanes Network (Segments 1, 4A, 4B, and 4C). The estimated cost shown above does not include Tolling System Integration cost for Segment 3, which will be reflected in a separate Standard Project Agreement for the Tolling System Integration of the entire HREL Network.

The work associated with this Standard Project Agreement for the Segment 3 (Capital Improvements - Tolling Infrastructure) project will complete the installation of Tolling Infrastructure to support tolling operations on Interstate 64 from Mallory Street in Hampton to the Interstate 564 Interchange in Norfolk.

These tasks include but are not limited to the following:

Survey, subsurface utility designation, scoping plan development, risk analysis & matrix, tolling infrastructure and equipment, generators and cabinets, power and communications services, advisory and confirmation OMS structures and sign panels with overhead support structures, scoping level cost estimate & schedule refinements, public information meetings, City of Norfolk bi-weekly meetings, HRBT/HREL coordination meetings, civic league information meetings, other information meetings as requested, NEPA Categorical Exclusion investigation and documentation, preliminary and final design and plan development, final quantity and cost estimate, LRTP inclusion coordination, TIP/STIP inclusion coordination, construction advertisement and construction.

*Project Schedule: SEGMENT 3 (CAPITAL IMPROVEMENTS- TOLLING INFRASTRUCTURE) PROJECT (all dates are estimates):*

- Preliminary Engineering (PE):
  - PE Start: May 2021
  - PE End: TBD
- Construction (CN):
  - CN Start: TBD
  - CN End: August 2027\*
- Tolling System Integration (TSI):
  - TSI Start: February 2027\*
  - TSI End: August 2027

*\*Tolling System Integration cost is not included in this agreement. Although Segment 3 construction is anticipated to be completed by February 2027, an additional 6 months have been added to account for construction related close out and payment of invoices (i.e. August 2027). The Tolling System Integration is anticipated to commence in February 2027, based on early construction completion date assumptions of the HRBT project, and expected to be completed by Toll Day 1. It should be noted that additional testing of the tolling system may go beyond Toll Day 1 as Segment 3 begins to operate.*

## ANNEX I TO APPENDIX B

### ANNEX I TO APPENDIX B -PROJECT BUDGET & CASH FLOW

#### PROJECT IDENTIFICATION AND PROPOSED FUNDING

HRTAC Project Title:	Hampton Roads Express Lane (HREL) - Segment 3
Scope of Project Services:	Amendment to Standard Project Services to Support PE/RW/CN Phases for HREL Segment 3 (UPC 118376)
Recipient Entity:	Virginia Department of Transportation
VDOT Project Contact:	Todd Halacy (757) 956-3010
Baseline Schedule:	PE: Start May 2021, End TBD
	CN: Start TBD, End August 2027
	TSI: Start February 2027, End August 2027

#### 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	\$2,334,000	\$2,334,000	\$ -		\$ -	\$ -
Engineering						
Environmental Work						
Right-of-Way Acquisition						
Construction	\$20,455,474	\$20,455,474				
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
<b>Total Estimated Cost</b>	<b>\$ 22,789,474.00</b>	<b>\$ 22,789,474.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

#### FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2023		Total Fiscal Year 2024		Total Fiscal Year 2025		Total Fiscal Year 2026		Total Fiscal Year 2027		Total Fiscal Year 2028	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work	\$ 533,488.00		\$ 800,232.00		\$ 800,232.00		\$ 200,048.00					
Engineering												
Environmental Work												
Right-of-Way Acquisition												
Construction							\$ 8,004,312.00		\$ 10,672,416.00		\$ 1,778,746.00	
Contract Administration												
Testing Services												
Inspection Services												
Capital Asset Acquisitions												
Other												
<b>Total Estimated Cost</b>	<b>\$ 533,488.00</b>	<b>\$ -</b>	<b>\$ 800,232.00</b>	<b>\$ -</b>	<b>\$ 800,232.00</b>	<b>\$ -</b>	<b>\$ 8,204,360.00</b>	<b>\$ -</b>	<b>\$ 10,672,416.00</b>	<b>\$ -</b>	<b>\$ 1,778,746.00</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 23 Mthly Cash Flow		FY 24 Mthly Cash Flow		FY 25 Qtrly Cash Flow		FY 26 Qtrly Cash Flow		FY 27 Qtrly Cash Flow		FY 28 Mthly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July			\$ 66,686.00		\$ 66,686.00		\$ 66,686.00		\$ 889,368.00		\$ 889,368.00	
August			\$ 66,686.00		\$ 66,686.00		\$ 66,686.00		\$ 889,368.00		\$ 889,378.00	
September			\$ 66,686.00		\$ 66,686.00		\$ 66,676.00		\$ 889,368.00			
October			\$ 66,686.00		\$ 66,686.00		\$ 889,368.00		\$ 889,368.00			
November	\$ 66,686.00		\$ 66,686.00		\$ 66,686.00		\$ 889,368.00		\$ 889,368.00			
December	\$ 66,686.00		\$ 66,686.00		\$ 66,686.00		\$ 889,368.00		\$ 889,368.00			
January	\$ 66,686.00		\$ 66,686.00		\$ 66,686.00		\$ 889,368.00		\$ 889,368.00			
February	\$ 66,686.00		\$ 66,686.00		\$ 66,686.00		\$ 889,368.00		\$ 889,368.00			
March	\$ 66,686.00		\$ 66,686.00		\$ 66,686.00		\$ 889,368.00		\$ 889,368.00			
April	\$ 66,686.00		\$ 66,686.00		\$ 66,686.00		\$ 889,368.00		\$ 889,368.00			
May	\$ 66,686.00		\$ 66,686.00		\$ 66,686.00		\$ 889,368.00		\$ 889,368.00			
June	\$ 66,686.00		\$ 66,686.00		\$ 66,686.00		\$ 889,368.00		\$ 889,368.00			
<b>Total per Fiscal Year</b>	<b>\$ 533,488.00</b>	<b>\$ -</b>	<b>\$ 800,232.00</b>	<b>\$ -</b>	<b>\$ 800,232.00</b>	<b>\$ -</b>	<b>\$ 8,204,360.00</b>	<b>\$ -</b>	<b>\$ 10,672,416.00</b>	<b>\$ -</b>	<b>\$ 1,778,746.00</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.

Virginia Department of Transportation

Hampton Roads Transportation Accountability Commission

\_\_\_\_\_  
Signature  
Commissioner  
Title

\_\_\_\_\_  
Signature  
HRTAC Chairman  
Title

\_\_\_\_\_  
Date  
Stephen C. Brich, P.E.  
Print name of person signing

\_\_\_\_\_  
Date  
Richard West  
Print name of person signing

Revised 7.8.14

## ATTACHMENT 2

### DETAILED PAYGO REQUEST

Draw Request Number: \_\_\_\_\_ Request Date: \_\_\_\_\_  
 HRTAC Project Number: UPC 118376 Project Title: HRELN Segment 3

Cost Category	HRTAC Approved Project Costs	Total PayGo Requests Previously Received	PayGo Requisition Amount this Period	Remaining PAYGO Project Budget (Calculation)
Project Starting Balance	\$ 1,361,556			\$ -
Design Work/ Engineering	\$2,334,000	\$ -	\$ -	\$ -
Engineering	-	-	-	\$ -
Environmental Work	-	-	-	\$ -
Right-of-Way Work	-	-	-	\$ -
Construction	\$20,455,474	-	-	\$ -
Contract Administration	-	-	-	\$ -
Testing Services	-	-	-	\$ -
Inspection Services	-	-	-	\$ -
Capital Asset Acquisitions	-	-	-	\$ -
Other (please explain)	-	-	-	\$ -
<b>TOTALS</b>	<b>\$22,789,474</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

### LISTING OF ATTACHED INVOICES

Vendor/Contractor Name	Item Number	Invoice Number	Cost Category	Amount
	1			\$-
	2			-
	3			-
	4			-
	5			-
	6			-
	7			-
	8			-
	9			-
Requisition Amount				\$-

#### Instructions

1. Column B-Please list approved PayGo Project Cost per category.
2. Column C-Please list Total PayGo Amounts per Category Previously Reimbursed by HRTAC

3. Column D- Please list invoice amounts summarized by Category from the Listing of Attached Invoices
4. Column E - Is a calculation of the Remaining PAYGO Budget per Category

Instructions-Listing of Attached Invoices: (please list each invoice separately)

1. Column A- Please list the name as it appears on the Invoice
2. Column B- Please manually number the invoices attached with the corresponding Item number in this schedule.
3. Column C- Please list the invoice number as it appears on the Invoice
4. Column D- Please list the appropriate Cost Category based on the Project Category breakout above
5. Column E- Please enter the dollar amount listed on the invoice.
6. The calculated Requisition Amount should equal the total in Column D in the Schedule above.

## **5. G. FY2026 HRTAC Meeting Schedule**

**Agenda Item 5G**  
**Consent Item**

**To: Chair West and the other members of HRTAC**

**From: Kevin B. Page, Executive Director**

**Date: June 12, 2025**

**Re: FY2026 HRTAC Meeting Schedule**

---

**Recommendation:**

The Executive Director recommends approval of the proposed meeting schedule of the Commission for FY2026.

**Background:**

The Commission meets regularly on a quarterly basis. The proposed meeting schedule below identifies the meeting dates of the Commission for FY2026. Special Meetings may be called by the Chair in accordance with Article IV, C. of the Third Amended and Restated Bylaws of HRTAC.

**Meeting Dates and Times for FY2026:**

Thursday, September 18, 2025, 12:30 p.m. – Regular Meeting

Thursday, December 11, 2025, 12:30 p.m. – Regular Meeting

Thursday, April 16, 2026, 12:30 p.m. – Regular Meeting (General Assembly Long Session)

Thursday, June 18, 2025, 12:30 p.m. – Annual Organizational Meeting (Election of Officers)

**Suggested Motion:**

Motion is to approve the proposed meeting schedule of the Commission for FY2026.



## **5. H. Commonwealth of Virginia 457 Deferred Compensation Plan**

**Agenda Item 5H**  
**Consent Item**

**To: Chair West and the other members of the Commission**

**From: Kevin B. Page, Executive Director**

**Date: June 12, 2025**

**Re: Commonwealth of Virginia 457 Deferred Compensation Plan**

---

**Recommendation:**

The Finance Committee recommends that: (i) the Commission adopt a resolution that approves HRTAC's participation in the Commonwealth of Virginia 457 Deferred Compensation Plan effective as soon as administratively possible on or after October 1, 2025; (ii) authorize the Chair to execute the Commonwealth of Virginia 457 Deferred Compensation Plan Agreement between the Virginia Retirement Service and the Commission with advice of counsel; and, (iii) approve the amendment to the Adopted HRTAC Personnel Manual to include the Commonwealth of Virginia 457 Deferred Compensation Plan availability to HRTAC employees.

**Background:**

In review of the benefits offered to HRTAC full-time employees, it was found that HRTAC does not provide for an employee funded 457 deferred compensation plan as offered by the HRPDC/HRTPO to its staff. A 457 deferred compensation plan, known as the Commonwealth of Virginia 457 Deferred Compensation Plan, is offered by the Virginia Retirement Service (VRS) extended to its political subdivisions to allow their employees to voluntarily participate at no cost to the employer. Participation is voluntary and is financed entirely through employee salary deductions.

The process by which the Commission would participate in the Commonwealth of Virginia 457 Deferred Compensation Plan is summarized as follows:

1. **Commission's Governing Body adopts a resolution:** The Commission must approve the adoption of the Commonwealth of Virginia 457 Deferred Compensation Plan for its employees in accordance with applicable law and policy agreeing to participate and implement the plan no later than October 1, 2025. This resolution would be presented for action at the Commission's June 12, 2025 Annual Organizational meeting. Resolution 2025-02 is attached to this decision brief.



2. Execute a Commonwealth of Virginia 457 Deferred Compensation Plan

Employer Adoption Agreement for eligible employees: Resolution 2025-02 provides the authority to the Chair to execute the Commonwealth of Virginia 457 Deferred Compensation Plan Employer Adoption Agreement. The Commonwealth of Virginia 457 Deferred Compensation Plan Employer Adoption Agreement between the Commission and VRS is attached to this decision brief.

3. Update to the Adopted HRTAC Personnel Manual: The HRTAC Personnel Manual Adopted April 18, 2024, Section IX Retirement, will be updated to add the following subsection language:

**457 Deferred Compensation Plan**

HRTAC offers all employees a 457 Deferred Compensation Plan through VRS. This plan allows employees to set aside a portion of their salary to a tax-advantaged retirement savings account, on a before-tax or after-tax basis. Participation is voluntary and is financed through employee salary deductions. Additional Information can be obtained from the Human Resources Administrator.

**Fiscal Impact**

Participation is voluntary and is financed entirely through employee salary deductions.

**Suggested Motion:**

Motion: The Commission: (i) Adopts resolution 2025-02 that approves HRTAC's participation in the Commonwealth of Virginia 457 Deferred Compensation Plan effective as soon as administratively possible on or after October 1, 2025; (ii) authorizes the Chair to execute the Commonwealth of Virginia 457 Deferred Compensation Plan Agreement between the Virginia Retirement Service and the Commission with advice of counsel; and, (iii) approves the amendment to the HRTAC Personnel Manual Adopted April 18, 2024 to add the Commonwealth of Virginia 457 Deferred Compensation Plan availability to HRTAC employees.

**RESOLUTION 2025-02**  
**HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION**  
**TO ADOPT COMMONWEALTH OF VIRGINIA 457 DEFERRED COMPENSATION**  
**PLAN**

WHEREAS, the Hampton Roads Transportation Accountability Commission (the “Employer”), acting by and through the Hampton Roads Transportation Accountability Commission Members, desires to adopt the Commonwealth of Virginia 457 Deferred Compensation Plan (the “Plan”) for its employees as defined in the adoption agreement between the Employer and the Virginia Retirement System (the “VRS”); and

WHEREAS, the Plan, which includes both Roth and Traditional options, is authorized by the *Code of Virginia* § 51.1-600 et seq. and Internal Revenue Code § 457(b), and political subdivisions are authorized to participate in such Plan by the *Code of Virginia* § 51.1-603.1.

NOW, THEREFORE, BE IT RESOLVED:

1. The Employer hereby approves the adoption of the Plan for its employees in accordance with applicable law and policy; and
2. The Employer’s staff is hereby directed to implement the Plan effective the first day of October 1, 2025 but no sooner than the date established and confirmed by VRS.

NOW, THEREFORE, the officers of the Employer are hereby authorized and directed in the name of the Employer to carry out the provisions of this resolution, enter an adoption agreement with VRS, and pay such sums as are due to be paid by the Employer for this purpose.

---

Chair, Hampton Roads Transportation  
Accountability Commission

**CERTIFICATE**

I, Kevin Page, Executive Director of the Employer, certify that the foregoing is a true and correct copy of a resolution passed at a lawfully organized meeting of the Employer held at Chesapeake, Virginia at 12:30 pm on June 12, 2025. Given under my hand and seal of the Employer this 12<sup>th</sup> day of June, 2025.

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Signature



## Commonwealth of Virginia 457 Deferred Compensation Plan Employer Adoption Agreement for All Employees

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THIS AGREEMENT (the “Agreement”), executed this 12<sup>th</sup> day of June, 2025, is by and between Hampton Roads Transportation Accountability Commission (the “Employer”) and the Virginia Retirement System (the “Plan Sponsor”) (hereinafter collectively referred to as the “Parties”).

### WITNESSETH

WHEREAS, the Commonwealth of Virginia established the Commonwealth of Virginia 457 Deferred Compensation Plan (the “Plan”) and the Master Trust for the Plan (the “Trust”) pursuant to § 51.1-600 et seq. of the *Code of Virginia*, as amended, and Internal Revenue Code (“IRC”) § 457(b), including both Roth and Traditional options; and

WHEREAS, pursuant to § 51.1-603.1 of the *Code of Virginia*, as amended, the Employer desires to enter into this Agreement with the Plan Sponsor to permit participation in the Plan by its eligible employees; and

WHEREAS, the Employer is an “eligible employer” within the meaning of IRC § 457(e)(1)(A); and

WHEREAS, pursuant to § 51.1-603.1(B) of the *Code of Virginia*, as amended, the Employer may establish and automatically enroll certain employees in the Plan upon hire; and

WHEREAS, the Employer, by a resolution of its governing body, has directed its responsible official to enter into this Agreement;

NOW, THEREFORE, in consideration of the premises herein, the Parties agree as follows:

- 1) The Plan Sponsor and the Employer represent and warrant that each shall comply with all applicable laws and policy.
- 2) The Plan Sponsor represents to the Employer that the Plan Sponsor shall provide sufficient services to administer the Plan.
- 3) The Employer acknowledges and agrees to the terms and conditions established in the Trust and the Plan, as they may be amended from time to time.
- 4) For purposes of the Employer’s participation in the Plan, “employees” shall mean all “employees” as defined in § 51.1-600 of the *Code of Virginia*.
- 5) The Employer shall permit the Plan Sponsor’s third party administrator (“TPA”) to conduct group and individual meetings on the Employer’s premises for the purpose of explaining the Plan or enrolling employees.

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- 6) The Employer shall permit the Plan Sponsor and the TPA to communicate directly with eligible employees about plan information and enrollment.
- 7) The Employer shall remit contributions under the Plan to the TPA in accordance with procedures promulgated by the Plan Sponsor or the TPA. The Employer shall correctly report and withhold employees' wages in accordance with applicable laws and policy.
- 8) The Employer shall make the appropriate contributions (including associated matching contributions to another plan, if applicable) required under Internal Revenue Service regulations and the Plan Sponsor procedures to correct any failure (i) to inform an employee of the opportunity to defer, (ii) to allow an employee to defer, or (iii) to implement automatic enrollment, reenrollment, or an election or election change by an employee.
- 9) Should the Employer offer its employees deferred compensation plans in addition to the Plan, then the Employer is responsible for monitoring all plans to ensure that no participants exceed the maximum deferral limits under IRC § 457.
- 10) If the Employer so desires, it may check the box below and sign the statement of acknowledgment to automatically enroll certain employees in the Plan in a manner prescribed by the Plan Sponsor, subject to an employee (i) commencing employment or reemployment on or after the first day of [insert month and year] \_\_\_\_\_ but no sooner than the date established and confirmed by the Plan Sponsor, (ii) not participating in the Hybrid Retirement Plan described in § 51.1-169 of the *Code of Virginia*, and (iii) not having affirmatively elected to participate in the plan described in § 51.1-602 of the *Code of Virginia* or a 403(b) plan. If the Employer does not check the box and sign the statement of acknowledgment, then the Employer shall not automatically enroll its employees in the Plan.

By checking this box and signing this statement of acknowledgment, the Employer agrees to automatically enroll in the Plan in a manner prescribed by the Plan Sponsor, all employees who (i) commence employment or reemployment on or after the first day of [insert month and year] \_\_\_\_\_ but no sooner than the date established and confirmed by the Plan Sponsor, (ii) do not participate in the Hybrid Retirement Plan described in § 51.1-169 of the *Code of Virginia*, and (iii) have not affirmatively elected to participate in the plan described in § 51.1-602 of the *Code of Virginia* or a 403(b) plan. \_\_\_\_\_

\_\_\_\_\_  
Signature

- 11) If applicable, the Employer acknowledges it is solely the responsibility of the Employer to instruct the Plan Sponsor's TPA where to map assets from the Employer's existing plan to the available investments under the Plan. Neither the Plan Sponsor nor the Plan Sponsor's TPA will advise or recommend to the Employer how to map assets from the Employer's existing plan.
- 12) The Employer acknowledges asset transfers from an existing plan with the Employer into the Plan may need to be made over more than one day depending upon the facts and circumstances of each case.
- 13) The Employer acknowledges upon termination of this Agreement asset transfers out of the Plan may need to be made over more than one day depending upon the facts and circumstances of each case.

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- 14) This Agreement may be amended from time to time only by written agreement between the Plan Sponsor and the Employer.
- 15) The term of this Agreement shall be for at least a three-year period beginning on the date of its execution and, thereafter, may be terminated by either party upon written notice to the other party, which termination shall become effective on a date established by the Plan Sponsor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, intending to be bound thereby.

**Employer**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**Virginia Retirement System**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

# EMPLOYER DATA SHEET

*Required for COV 457 Deferred Compensation Plan and Virginia Cash Match Plan Adoptions*

## **Section I – Employer Information**

Employer Name: \_\_\_\_\_

Org Code: \_\_\_\_\_

### ***Primary contacts (if different than those indicated in the Navigator)***

*For general plan information or issues*

Name and job title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

*For payroll-related issues (processing deferrals and income tax withholdings)*

Name and job title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

## **Section II - Employee eligibility**

Please indicate if you have employees not currently covered by VRS that will be eligible for participation in this plan.

\_\_\_\_ Yes \_\_\_\_ No

If yes, approximately how many employees will be eligible for this plan that are not covered by VRS? \_\_\_\_\_

Do you currently enroll these employees in the Navigator?

\_\_\_\_ Yes \_\_\_\_ No

Please provide any additional information necessary.

## Section III – Plan-related communications

How do you plan to communicate availability of this plan to your employees?

How frequently do you currently provide information to your employees regarding their retirement benefits? (Check all that apply.)

Annually  Quarterly  Monthly  Ongoing  Other

If other, please describe: \_\_\_\_\_

How do you currently provide it (choose all that apply)?

Print materials  Email  In-person meetings  Website  Other

If other, please describe: \_\_\_\_\_

## Section IV – Other tax-deferred plans in effect

Do you presently have other tax deferred plans in effect? (This includes any Internal Revenue Code Section 457, 401(a) defined contribution plan, 403(b), or 125 Cafeteria Plan?)

Yes  No

If yes, please describe your current plan governance structure.

Will you be offering this plan alongside of the existing options or do you plan to convert assets from an existing 457(b) plan(s) to the COV 457 Deferred Compensation Plan?

Yes  No

Please list the plan(s) and the number of employees participating in each plan below.



# Personnel Manual

**Adopted April 18, 2024  
Draft for Amendment to Add 457 Deferred  
Compensation Plan  
June 12, 2025**

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## I. INTRODUCTION

This personnel manual is provided as a guide to the Hampton Roads Transportation Accountability Commission ('HRTAC') policies and practices. The policies and procedures described herein will assist the Executive Director and staff in implementing the overall objectives of the agency and in promoting regional cooperation.

This manual is a guide and is not all-inclusive of the policies and practices that govern your employment. HRTAC reserves the right to modify, change, suspend or revoke at any time any policies, practices, procedures or benefits contained in this manual or otherwise implemented by HRTAC. Additionally, with respect to any employee benefit plans described herein, the terms and conditions of those plans, as in effect from time to time govern those plans, rather than the summaries provided in this manual.

This manual does not create a contract in whole or part, express or implied, between HRTAC and any of its employees. Rather, employment is always at-will and may be terminated by either party at any time, with or without cause, and with or without notice. The at-will nature of employment at HRTAC cannot be altered by verbal statements or by representations made by persons without authority. No representative of HRTAC other than the Executive Director (Commission Board for the Executive Director) has the authority to enter into any agreement with any employee for employment for any specified period of time or to make any promises contrary to the foregoing.

### Adoption, Revisions, and Incorporations

Description	Activity	Date
Personnel Manual	Adopted	April 18, 2024
457 Deferred Compensation Plan	Proposed Addition	June 12, 2025

## **II. ADMINISTRATIVE ORGANIZATION**

### **A. Policy & Procedure Determination**

HRTAC, a political subdivision of the Commonwealth of Virginia, establishes these policies and procedures.

The Executive Director has the authority to implement the personnel policies and procedures, to select, assign/reassign, evaluate, suspend, discipline, and to terminate staff members. Staff members may make suggestions and recommendations relating to this manual to the Executive Director.

### **B. Organization of Staff**

#### **1. Staff Structure**

The Executive Director shall select, retain, dismiss, assign, and evaluate all HRTAC employees as specified in this manual. Staff position descriptions are available from the Human Resources Administrator.

#### **2. Open Door Policy**

HRTAC encourages informal two-way communication between employees and supervisors. Where professional or personal problems affect a staff member's ability to function optimally, the employee should discuss the problems with his or her immediate supervisor. HRTAC expects that this informal, open communication policy will minimize the need to use the formal grievance procedure detailed in this manual.

## **III. EMPLOYEE RELATIONS**

### **A. Philosophy**

All employees are expected to work together to accomplish the mission of the HRTAC. Supervisors and employees are partners in ensuring that an effective, efficient, productive working relationship is established and maintained, and all employees share accountability for a high level of performance while ensuring mutual respect for individual rights. Employees with managerial/supervisory responsibilities, or who direct or assign the work of others, are expected to develop, and support a collaborative and productive work environment. Informal daily communication among employees is encouraged to develop the free exchange of information, ideas, and opinions. Employee proposals and suggestions are encouraged.

### **B. Dress Code**

HRTAC strives to promote a positive organizational image and encourages employees to dress for the day they have planned. HRTAC follows a dress code

policy that allows for employees' discretion to select appropriate attire that fits their schedule, environment, and location – to "dress for your day".

"Dress for your day" encourages employees to dress professionally and appropriately for the day they have scheduled. When participating in electronic/virtual meetings, employees are expected to follow the same policy as if they were in the office. More formality in appearance may be required for board meetings, committee meetings, member jurisdiction interactions or outside networking. While dress for your day is intended to be comfortable, the expectation is that employees will wear clothing appropriate for an office environment. We ask that everyone use good judgment. When in doubt, employees should always err on the side of attire that is professional.

**Unacceptable Attire** - "Dress for your day" attire precludes the wearing of sweatpants/shirts, shorts, ripped clothing of any kind, clothing that is too tight or too short, exercise apparel or activewear, halter tops, cropped tops, tank tops, sweatshirts, beachwear of any kind and clothing that implies or contains partisan, commercial or derogatory slogans or pictures. This is by no means a complete listing of all inappropriate clothing. HRTAC may restrict the wearing or display of any other item of personal appearance, which is deemed to be inappropriate or personally offensive in the workplace.

If an employee comes to work in inappropriate dress, the employee may be asked to go home, change into appropriate attire and return to work. In this circumstance, the employee will be required to use accrued leave time. If questions arise as to the appropriateness of attire, employees may direct their concerns to a member of the management team. Multiple violations could result in the employee's dress for your day privilege being revoked, a verbal warning or a written warning. Repeated violations of the dress code may result in additional disciplinary action.

## C. Attendance & Schedules

### 1. Attendance Standards

To maintain a safe and productive work environment, HRTAC expects employees to be reliable and punctual in reporting for scheduled work except for time off which is approved under the leave provisions set forth in this manual. In the rare instance when an employee cannot avoid being late to work or is unable to work as scheduled, he or she should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Poor attendance and excessive tardiness are disruptive. Either may result in disciplinary action, up to and including termination.

### 2. Standard Hours of Operation

The standard workweek for HRTAC employees is a 40-hour period, Monday through Friday, with core hours of operation from 8:00 AM to 4:30 PM Hours

worked will be calculated weekly from 12:01 AM Saturday to midnight Friday. A maximum of a sixty-minute lunch should be taken between 11:30 AM and 2:00 PM whenever possible.

### 3. Alternate Schedules and Location

At the discretion of the Executive Director, HRTAC offers some of its full-time employees alternate work schedules and locations. Employees, with their supervisor's approval, have the option of establishing work schedules that deviate from the traditional 8:00 AM – 4:30 PM workday. Alternate work location, known as "Telework", and its administration is better defined in Appendix D.

### 4. Breaks

#### a. General

Breaks are within the discretion of the department. Breaks of less than 30 minutes are counted as time worked. Employees whose positions are classified as Non-Exempt under the Fair Labor Standards Act (FLSA) shall work with their supervisors to establish reasonable break periods as appropriate.

#### b. Nursing Mothers

Reasonable breaks are provided to nursing mothers to express milk for their infants for up to one year after the child's birth. Nursing mothers shall work with their supervisors to establish reasonable break periods to express milk. Nursing mothers will be provided with a private location, other than a bathroom, where they may express milk. If a nursing mother does not occupy a private office, she should contact the Human Resources Administrator so an appropriate location can be provided.

## D. Standards of Conduct

Standards of conduct are designed to protect the well-being and rights of all employees, to ensure a safe, efficient work environment, compliance with law, and accomplishment of the HRTAC mission. All employees are expected to be guided by the highest ethical standards and to conduct themselves in a manner that represents the organization in a responsible and productive manner. The following policy establishes standards of ethical conduct for all employees by setting forth those acts or actions that are considered incompatible with the best interests of HRTAC.

### 1. Ethics

Honesty and truthfulness are required in all aspects of employee conduct. Falsification, misrepresentation and inappropriate use of information are prohibited. This includes, but is not limited to, intentional falsification of

attendance and time-keeping records. Employees are expected to perform their duties with the highest ethical standards and assist their fellow employees in understanding and complying with this policy. HRTAC will not tolerate threats or retaliation against anyone who makes a good-faith report of a possible policy violation.

## 2. Maintaining a Professional & Productive Work Environment

While HRTAC does not intend to regulate private conversations and personal interactions among its employees and agents, the expectation of all employees and others associated with HRTAC is to conduct themselves in a professional manner, respectful of the rights and interests of others. Acts or references of a sexually or otherwise harassing nature, physical violence or threats of violence are serious misconduct, and HRTAC will not tolerate such behavior from any of its employees, regardless of job position. This policy applies to all persons with whom employees come into contact within the course of employment, including co-workers, superiors, vendors, customers, and independent contractors or agents.

## 3. Conflicts of Interest

Employees shall conduct HRTAC business with the highest standards of integrity and shall not officially act in regard to any contract, transaction or other matter in which the employee may have a personal interest, individually or through a family member. No employee shall accept any payment or valuable gift, whether in the form of service, loan, thing, or promise, from any person or entity which to his or her knowledge is interested directly or indirectly in any manner whatsoever in business dealings with HRTAC. Employees must disclose any private financial or other interest to the Executive Director that may directly or indirectly adversely affect HRTAC or could otherwise be perceived to conflict with the performance of the employee's official duties.

HRTAC employees shall not: (1) solicit or accept money or other thing of value for services performed within the scope of his or her official duties, except the compensation, expenses or other remuneration paid by HRTAC (this prohibition shall not apply to the acceptance of special benefits that may be authorized by law); (2) offer or accept any money or other thing of value for or in consideration of obtaining employment, appointment, or promotion of any person with any governmental or advisory agency; (3) offer or accept any money or other thing of value for or in consideration of the use of his or her public position to obtain a contract for any person or business with any governmental or advisory agency; (4) use for his or her own economic benefit or that of another party confidential information that he or she has acquired by reason of his or her public position and which is not available to the public; (5) accept any money, loan, gift, favor, service, or business or professional opportunity that reasonably tends to influence him or her in the performance of his official duties; (6) accept any business or professional opportunity when he or she knows that there is a

reasonable likelihood that the opportunity is being afforded him or her to influence him in the performance of his official duties; (7) accept any honoraria for any appearance, speech, or article in which the employee provides expertise or opinions related to the performance of his or her official duties; (8) accept a gift from a person who has interests that may be substantially affected by the performance of the employee's official duties under circumstances where the timing and nature of the gift would cause a reasonable person to question the officer's or employee's impartiality in the matter affecting the donor; (9) accept gifts from sources on a basis so frequent as to raise an appearance of the use of his or her public office for private gain; or (10) use his or her public position to retaliate or threaten to retaliate against any person for expressing views on matters of public concern or for exercising any right that is otherwise protected by law, provided, however, that this shall not restrict the authority of HRTAC to govern conduct of its employees, and to take disciplinary action, in accordance with applicable law. Employees must report to the Executive Director any action of a person or entity, which to his /her knowledge may have an adverse effect upon HRTAC.

All employees shall read and familiarize themselves with the provisions of Chapter 31 of Title 2.2 of the Code of Virginia.

#### 4. Joint Efforts with Non-Public Interests

Any requests from nonpublic interests for written reports or analyses beyond those customarily provided will be brought to the attention of the Executive Director or the Commission. Although any nonpublic interest may cite or include HRTAC as a source of information and/or analysis in proposals they may wish to make, such will not be binding until acknowledged or approved by the Executive Director or the respective board. The results of all such approved joint efforts will be considered public documents. Individual employees of HRTAC will continue to be guided by Section III.H of this document – Outside Employment.

#### 5. Outside Activities

HRTAC does not prescribe employee conduct off the job but expects its employees to act with integrity and represent HRTAC responsibly at all times. Any conduct on or off the job which affects the employee's credibility, effectiveness, performance or ability to carry out the responsibilities of employment and any conduct which is prejudicial to the interests, reputation or operations of the agency are subject to disciplinary action, up to and including termination.

### **E. Equal Employment Opportunity**

#### 1. Equal Employment Opportunity

HRTAC is an equal opportunity employer and bases employment decisions on an individual's qualifications to perform the functions of the job without regard to race, color, religion, sex, age, national origin, military status, disability, pregnancy, childbirth or related medical conditions, sexual orientation, gender identity, genetic information or other protected classification. Recruiting, hiring, training, promotion, wage determinations, discipline, benefits, and other employment matters are based on these principles of nondiscrimination.

HRTAC is dedicated to maintaining a work environment that is free of unlawful discrimination. HRTAC does not tolerate unlawful discrimination by or toward any employee or applicant. Employees have a comprehensive complaint procedure available to them to address any concerns relating to discrimination or unlawful harassment.

## 2. Contractors & Grantees

Contractors and grantees of HRTAC shall comply with Title VI of the Civil Rights Act of 1964, as amended as applicable.

## 3. Program Practices

It is the policy of the HRTAC to provide equal access to all potential grantees, recipients, and beneficiaries of programs and potential grantees from, and contractors with, HRTAC, regardless of race, color, religion, sex, creed, disability, genetic information, national origin, or other protected classifications to all aspects of all its programs, including planning, organization and administration.

## 4. Access to Records

Local, state, and federal funding agencies or their representatives and any persons directly involved in Equal Opportunity proceedings that relate to HRTAC shall be allowed access to the records of the HRTAC.

## 5. Discriminatory Harassment

Discriminatory harassment is unwelcome, offensive, abusive, or demeaning behavior made based on national origin, race, color, sex, religion, disability, age, pregnancy, childbirth or related medical conditions, sexual orientation, gender identity, marital status or any other protected classification that unreasonably interferes with an individual's work performance or creates an offensive work environment. A productive and cooperative work environment is in the best interests of all employees.

An important supplement to the HRTAC equal employment opportunity policy is its philosophy that employees are entitled to a work environment free from any form of unlawful and improper harassment, and HRTAC will take action to prevent such harassment from occurring. Conduct that shows discrimination or hostility toward an employee or creates a hostile work environment because of

the employee's race, color, sex, religion, national origin, age, disability pregnancy, childbirth or related medical conditions, sexual orientation, gender identity, genetic information or other protected classification is impermissible and will not be tolerated. Any employee who feels that he or she has been subjected to such harassment or discrimination should promptly bring his or her complaint to the attention of their supervisor, the Human Resources Administrator the Executive Director (see Section III.E.8).

## 6. Sexual Harassment

The HRTAC prohibits sexual harassment and other offensive sexual conduct in its workplace. Generally, sexual harassment involves unwelcome conduct including sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature. Sexual harassment or other inappropriate sexual conduct occurs:

- a. when submission to such conduct is made a condition of employment, explicitly or implicitly; or
- b. when an individual's submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or
- c. when such conduct has the purpose or effect of creating an unreasonable interference with an individual's work performance or otherwise creates an intimidating, hostile, or offensive work environment.

The prohibition against sexual harassment and sexually offensive behavior applies to men and women equally. Prohibited behavior can include, but is not limited to, unwelcome propositions, physical contact of a sexual nature, and sexual jokes, remarks, innuendo, pictures (display or circulation, including through email, text message or any other electronic means) or gestures. Unwelcome verbal or physical conduct that shows hostility toward an employee because of the employee's gender is also inappropriate. While not all offensive sexual behavior constitutes a violation of state or federal law, the HRTAC, in order to maintain a professional and respectful work environment, reserves the right to discipline any employee who engages in offensive sexual behavior toward an employee, agent, or customer of the HRTAC. Employees should promptly report offensive behavior to appropriate personnel as designated in Section III.E.8.

## 7. Bullying

HRTAC defines bullying as repeated, deliberate, abusive behavior, either direct or indirect, whether verbal, physical or psychological, conducted by one or more persons against another (or others) that impacts the person's ability to do their job. Such behavior violates HRTAC anti-harassment policies.

Bullying comes in many shapes and sizes and can take many forms including, but not limited to, tormenting, taunting, abusive comments, using threatening gestures, pushing, shoving, punching, unwanted physical contact, or any use of violence, graffiti, name calling, sarcasm, spreading rumors or teasing. Such conduct can occur in any medium or forum, including in person or via use of electronic or telephonic communications such as internet, email, and chat rooms.

Generally, interactions between two or more employees based on other factors may not constitute bullying in the context of this policy, although misconduct actionable under other policies may have occurred. Similarly, actions taken by supervisors in the normal course of discharging their responsibilities for supervising and managing do not constitute bullying unless other factors support such a finding.

Whether or not an act(s) constitute bullying in violation of this provision is dependent on the specific facts of the case. Any employee who feels that he or she has been subjected to bullying behavior should promptly report their complaint to the appropriate personnel as outlined in Section III.E.8. HRTAC will investigate and take appropriate disciplinary action up to and including termination based on review of all facts and circumstances.

## 8. Reporting Allegations of Discrimination, Harassment or Bullying

A complaint of harassment, discrimination, bullying or other impermissible behavior should be reported to your immediate supervisor, or other appropriate personnel as directed in this policy. Prompt reports of any behavior that is offensive are encouraged so HRTAC can maintain a work environment that is free from harassment, bullying and discrimination. If possible, you should notify the person committing the conduct that it is offensive and request that he or she stop the behavior. However, if you are not comfortable confronting the offender or if you are uncomfortable reporting the behavior to your immediate supervisor or if your prior reports have been unsuccessful in getting the behavior to stop, you should report the behavior to the Executive Director. If your immediate supervisor is the Executive Director, and you are not comfortable reporting the alleged behavior, you should report the offensive behavior to the Chair of the Personnel Committee (or the Finance Committee if a Personnel Committee has not then been established). Similarly, if you notify the offender but are unsuccessful in stopping the offensive behavior, you should immediately report the offensive behavior to the persons listed above.

## 9. Non-Retaliation

An employee who makes a complaint based on a legitimate perception that he or she has been subjected to impermissible harassment, discrimination, violence or threat of violence is protected against any form of reprisal or retaliation. Similarly, any employee providing truthful information in

connection with the investigation of any such complaint is also protected against retaliation. Employees should report any perceived act of retaliation in violation of this policy in the same manner as the initial complaint. Anyone found to have acted in a retaliatory manner toward an individual because the individual made a complaint or participated in an investigation is subject to discipline, up to and including termination.

Any questions about the application of this policy should be presented to the Human Resources Administrator or Executive Director for proper clarification. Ultimately, HRTAC expects its employees to be respectful of the rights and interests of others and to strive to maintain a professional and productive work environment at all times.

#### 10. Manager/Supervisor Responsibilities

Employees with supervisory responsibilities, or who direct or assign the work of others, shall comply with and communicate harassment policies to employees and report incidents observed or reported that may be in violation of this policy. In the event a supervisor observes inappropriate behavior, is informed of such behavior, or receives a complaint of discrimination, harassment, or improper behavior, the supervisor is responsible for taking *immediate steps* to prevent such behavior from continuing.

By way of guidance, should a supervisor observe or be informed of inappropriate behavior which may, in the supervisor's judgment, be remedied simply by counseling the employee(s) involved, then the supervisor should do so and document the action taken and forward such documentation to the Human Resources Administrator. Should the behavior continue, or should the supervisor become aware of potentially more serious discrimination or harassment, or should the supervisor receive a complaint of discrimination or possible harassment, then he/she shall immediately contact the Human Resources Administrator or Executive Director. At that time, a determination will be made as to the appropriate course of action, including the nature and scope of any investigation.

#### 11. Investigation of Complaints

HRTAC will investigate complaints of sexual harassment, discrimination, or other prohibited behavior. All complaints will be handled as confidentially as possible, except to the extent necessary to investigate the matter and take appropriate personnel action. Employees shall provide truthful information in connection with any such investigation and shall maintain appropriate confidentiality. At the conclusion of the investigation, management will meet with the employee to review the findings.

If an employee is found to have engaged in inappropriate or improper conduct in violation of this policy or in violation of the Standards of Conduct, the

employee is subject to appropriate disciplinary action, up to and including termination, as warranted by the results of the investigation.

## **F. Alcohol and Drug-Free Workplace**

### **1. Notification of Policy**

Recognizing the inherent dangers and other negative effects associated with the use of unlawful drugs and alcohol by staff, HRTAC, provides and maintains an alcohol and drug-free workplace. Employees are prohibited from manufacturing, distributing, dispensing, possessing, or using a controlled substance in the workplace. Reporting to work under the influence of drugs or alcohol is prohibited. "Under the influence" is defined as having the effect of impairing the employee's ability to perform his/her job functions. This provision shall exclude those individuals who are not impaired but must take a controlled substance during work hours. In such circumstances, the employee may provide documentation to the Human Resources Administrator from the employee's physician to document the employee's need to take a controlled substance during work hours. All employees are covered by this policy and violations of its provisions will result in discipline, up to and including termination of employment.

### **2. Education**

Upon hire, employees will be informed of the HRTAC alcohol and drug-free workplace policy, as defined in Section F.1, and the dangers of alcohol and drug abuse in the workplace through receipt of the Personnel Manual, educational posters, informal group and individual communications. Employees will also be notified of any alcohol and drug counseling, rehabilitation, and employee assistance programs that are available.

### **3. Employee Assistance Program**

Any employee who has a drug or alcohol related problem is encouraged to voluntarily seek treatment through the HRTAC Employee Assistance Program before the problem affects their employment with the organization.

### **4. Disciplinary Action**

Employees who violate this policy are subject to disciplinary action consistent with the offense, up to and including termination, at the discretion of the Executive Director.

### **5. Acknowledgement**

By signing the Employee Acknowledgement of this Personnel Manual, HRTAC employees acknowledge:

- a. They have received the drug-free workplace notification and have received a copy of the HRTAC Personnel Manual which contains the drug-free workplace policy.
- b. that as a condition of employment, employees will abide by the terms of this policy, and shall notify the Executive Director if convicted of any criminal drug statute violation occurring in the workplace no later than five (5) days after such a conviction.
- c. that the HRTAC will notify the Federal sponsoring agency within 10 days after receiving notice that an employee has been convicted of such a violation.
- d. that the Executive Director will take one of the following actions within 30 days of receiving notice of an employee's criminal conviction referenced above:
  - 1) appropriate personnel action against the employee, up to and including termination; or
  - 2) require the employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

## **G. Weapons & Workplace Violence**

HRTAC is dedicated to maintaining a safe working environment for its employees, board members, members of the public, customers and vendors. Consistent with this policy, all acts of violence, including work and equipment sabotage, property damage, and threats of physical violence that affect HRTAC and its employees or that occur on HRTAC controlled property will not be tolerated. Violations of this policy will result in disciplinary action, up to and including termination and may result in arrest and/or prosecution.

### **1. Weapons in the Workplace**

Although possession of firearms is not illegal in Virginia, all employees, including concealed weapons permit holders, are prohibited from carrying weapons during work hours, while in the performance of official HRTAC duties or while on property unless the carrying of such a weapon is approved in writing by the Executive Director. In addition, no employee shall store any weapon on HRTAC controlled property, excluding in locked containers in private vehicles, unless such storage is approved by the Executive Director. Nothing in this section limits an individual who is lawfully authorized to possess a handgun from keeping the gun in a locked container out of view in his/her private vehicle.

For the purposes of this policy, a weapon is defined as any instrument capable of producing bodily harm at a time and place that exhibits intent to do harm or intimidate another person or that warrants alarm for the safety of the other person.

The term “weapon” includes, but is not limited to, the following:

- any pistol, revolver, or other weapon designed or intended to propel a missile of any kind by action of an explosion of any combustible material;
- any firearm or replicate firearm, loaded or unloaded, assembled or disassembled, including pellet, BB and stun guns/tasers (electronic incapacitation devices);
- any dirk, bowie knife, switchblade knife, any knife with a blade of more than three inches, ballistic knife, machete, razor, slingshot, spring stick, metal knuckles or blackjack;
- any flailing instrument consisting of two or more rigid parts connected in such a manner as to allow them to swing freely, which may be known as nun chuck, nunchaku, skuriken or fighting chains;
- any disc, of whatever configuration, having at least two points or pointed blades which is designed to be thrown or propelled and which may be known as a throwing star or oriental dart;
- brass knuckles, metal knuckles and similar weapons;
- bows, crossbows and arrows;
- explosives and explosive devices including fireworks and incendiary devices;
- any weapon that is, by applicable law, illegal to possess;
- any object that has been modified to serve as, or has been employed as, a dangerous weapon.

a. Searches

If HRTAC has reasonable suspicion to believe an employee may be violating this policy by inappropriately possessing weapons, HRTAC reserves the right to conduct investigatory searches, without employee consent, of all areas and property over which HRTAC maintains full control or joint control with the employee. Such areas and property include, but are limited to desks, closets, bookcases, lockers, and file cabinets.

b. Discipline

Employees who violate this policy will be subject to discipline, up to and including termination. Depending on all circumstances, dismissal may be an appropriate sanction even for a first-time infraction. In addition to any discipline or other appropriate action that may be imposed, in appropriate circumstances, HRTAC may institute prosecution against a violator of this policy.

c. Non-Retaliation

Retaliation against an employee who has in good faith filed a complaint of a violation of this policy or who has assisted in an investigation is protected against any form of reprisal or retaliation. Similarly, any employee providing truthful information in connection with the investigation of any such complaint is also protected against retaliation. Employees should report any perceived act of retaliation in violation of this policy. Anyone found to have acted in a retaliatory manner toward an individual because the individual made a complaint or participated in an investigation is subject to discipline, up to and including termination.

## 2. Workplace Violence

HRTAC is committed to providing a safe environment for all employees and citizens conducting business on HRTAC controlled property. The purpose of this policy is to reduce the risk of violence at HRTAC's workplace, and to establish procedures for dealing with threatening and violent situations.

There are situations where relationships between employees, between an employee and the supervisor, or between a former employee and the supervisor result in strong negative feelings by the individuals involved. In addition, an employee may be involved in a personal dispute with family members or other individuals outside of their employment with HRTAC.

### a. Reporting Potentially Violent Situations

It is each employee's responsibility to be alert to potential threats and to immediately report all incidents of threats or violence. If an employee is aware of a threat, the employee shall inform his or her supervisor of the potential for violence. An employee who has secured a Protective Order from a court should make the Executive Director aware of the existence of the Order, and a copy of the Order will be filed with the Human Resources Administrator. An employee who has been threatened or who has witnessed a threat should inform his/her supervisor, the Human Resources Administrator or the Executive Director. Employees should not try to evaluate nor should they ignore the seriousness of a threat. All threats, whether considered serious or not, must be immediately reported.

In the event of an imminent, life-threatening situation, the employee should request immediate assistance from the police and call 911.

### b. Investigations

HRTAC will investigate all complaints of violence or threats of violence. Complaints will be handled as confidentially as possible, except to the extent necessary to investigate the matter and take appropriate personnel action. Employees shall provide truthful information in connection with any such investigation and shall maintain appropriate confidentiality.

If an employee is found to have engaged in inappropriate or improper conduct in violation of this policy, the employee is subject to appropriate disciplinary action, up to and including termination, as warranted by the results of the investigation.

c. Non-Retaliation

Retaliation against an employee who has in good faith filed a complaint of a violation of this policy or who has assisted in an investigation is protected against any form of reprisal or retaliation. Similarly, any employee providing truthful information in connection with the investigation of any such complaint is also protected against retaliation. Employees should report any perceived act of retaliation in violation of this policy. Anyone found to have acted in a retaliatory manner toward an individual because the individual made a complaint or participated in an investigation is subject to discipline, up to and including termination.

## **H. Outside Employment**

Employees may participate in other gainful, supplemental jobs, providing the service performed in their regular HRTAC position is not impaired. Employees working on a second job must notify and have approval of the Executive Director. This approval will be noted in the employee's personnel file.

No employee of HRTAC shall engage in or accept other public or private employment, or render services for other interests, when such employment or service may be incompatible with the proper discharge of his/her independence of judgment or action in the performance of official HRTAC duties.

## **I. Political Activity**

Every HRTAC employee is encouraged to exercise his or her right to vote and to express private opinions of candidates and issues. To assure and to maintain this right and responsibility free from interference, solicitation or dictation by fellow employees, supervisors or officials, political activities during working hours or when officially representing HRTAC are prohibited. These restrictions include:

1. Participation in political campaigns during work hours or while in the performance of official HRTAC duties.
2. Participation as a candidate for a political election/office in any jurisdiction within the boundary of HRTAC.
3. Use of the prestige of employment with HRTAC by the employee on behalf of any political candidate, faction, or party.

4. Promise by an employee an appointment to or employment with HRTAC any of its subcontractors, or any of the governmental units in the HRTAC area, as a reward for any political activity.

Should an employee have any questions about whether his/her political activity may be in violation of this policy or state law, he/she should discuss the activity with the Human Resources Administrator or Executive Director before engaging in the activity.

## **IV. WAGE & SALARY INFORMATION**

### **A. Position Classifications**

The HRTAC classifies staff positions according to similarities of responsibilities and requisite qualifications. This policy provides position equity within the wage structure. The Executive Director (Commission Board for the Executive Director) shall have the sole authority to adopt position titles and assign salaries appropriate to the duties to be performed for each position.

A periodic review and update of position classifications assists in maintaining an equitable system. On occasion, the Executive Director may ask employees to review and/or complete a description of their assignments. Those comments may be used in any evaluation of the position and classification. Reclassification of an employee may result if, following an evaluation, the Executive Director determines that changes in job content are significant enough to merit changing the employee to another classification.

An employee who believes his or her actual duties and responsibilities are not described accurately in the current position classification should bring this opinion to the attention of the Executive Director. The Executive Director may then ask the Human Resources Administrator to review the classification.

If an employee believes that the requested position reevaluation has been unjustly denied by the supervisor through the "Open Door" policy, the employee may use the formal grievance procedure established under Section XII.

#### **1. Full-time Employee**

A regular full-time employee, which includes the Executive Director, generally works an average of 40 hours per week all year and is classified as exempt or non-exempt as defined by the Fair Labor Standards Act (FLSA). Regular full-time employees, which includes the Executive Director, are eligible for mandated and non-mandated benefits as defined in this Personnel Manual.

#### **2. Part-time Employee**

A regular part-time employee works an average of 39 hours or less per week on a routine basis. Compensation for such an employee is normally proportional to

comparable full-time salaries but paid on an hourly basis. Regular part-time employees are eligible for only those non-mandated fringe benefits as defined in this Personnel Manual.

**3. Temporary Employee**

- a. A temporary part-time employee works up to 29 hours per week at an hourly rate for a predetermined amount of time. Temporary part-time employees are ineligible for non-mandated fringe benefits.
- b. A temporary full-time employee works a 40-hour week, but is hired for only a limited period of time, e.g., summer employment. An employee may not be employed on a temporary full-time basis for more than three consecutive months. Temporary full-time employees are only eligible for mandated benefits (i.e., Social Security, Worker's Compensation, and holidays). Temporary full-time employees are compensated for holidays in the same manner as regular full-time employees. They are not eligible for leave, retirement or other benefits.

**B. Payroll Deductions**

The HRTAC withholds funds from personnel salaries each pay period and credits them to the proper benefit account for the employee.

**1. Mandatory Deductions**

The following deductions are mandatory deductions from personnel salaries each pay period:

- a. Federal withholding tax based on employee exemptions, claims and applicable tax laws;
- b. Virginia withholding tax in accordance with state law;
- c. Social Security (FICA) based on the employee's salary and the applicable federal formula;
- d. Medicare;
- e. Virginia Retirement System (regular, full-time employees only)

**2. Optional Deductions**

HRTAC also offers various automatic optional deductions, depending on employee status. Eligible employees and may choose automatic deductions and payments for:

- a. Supplementary Medical/Hospital Insurance coverage for family and authorized dependents in excess of the basic employee coverage which is underwritten as a fringe benefit by HRTAC.

- b. Additional deductions may be authorized should additional benefits be offered by HRTAC. Questions regarding deductions and fringe benefits should be directed to the Human Resources Administrator.

## **C. Pay Plan**

### **1. Salary Determination**

The level of salary paid to an employee is one agreed upon between the employee and the Executive Director. The salary level is determined by considering not only the employee's education and experience, but also any other qualifications which may affect the value of the employee to the HRTAC. The Executive Director will consider these factors but has discretion and authority to make final determinations regarding employee compensation.

### **2. Cost of Living Adjustments**

HRTAC employees may receive a Cost-of-Living Adjustment (COLA) at the discretion of the Executive Director and Commission.

### **3. Survey of Market Conditions**

As recommended by the Executive Director, on an as needed basis, the current market value of each individual position is evaluated to determine salaries and to reestablish a minimum and maximum market salary range for each position. The data sources for the market survey may include the HRTAC member jurisdictions, other regional planning and public agencies, and selected private companies. Each employee's salary is then reviewed and adjusted if market conditions so indicate. A salary increase may also be granted based on an increase in the employee's value to the organization. Increases are determined by the Executive Director and the employee's supervisor, if necessary. Factors that would contribute to consideration for such an increase would be, but are not limited to, significant additional educational attainment in the form of advanced degrees or specialized training over and above that normally required by HRTAC or recognition through professional registration or certification.

## **D. Time Records & Payroll**

### **1. Payroll Record-keeping**

Time records, payrolls and payments for staff salaries are processed on the 15th and last day of each month, based upon properly executed Time Records filed by each employee with the Accounting Department through their supervisors. Employees are required to accurately and honestly record their time worked on these Time Records. No salary payments will be processed without a properly filed Time Record unless specifically authorized by the Executive Director. Regular full- and part-time employees must select a financial institution and

provide the necessary information to the Accounting Department in order to arrange direct deposit of paychecks.

Time Records must reflect actual hours worked and any leave taken during the pay period. Any leave taken at the end of a pay period after the submission of time records must be recorded on the time record for the next pay period. Non-exempt employees must not work more than 40 hours in a workweek without prior authorization. Time Records are records of HRTAC, and any type of falsification by an employee of such records is grounds for corrective action up to or including termination.

## **E. Overtime & Compensatory Time**

### **1. Policy**

The standard workweek for employees of HRTAC is a 40-hour period, Monday through Friday, with core hours of operation from 8:00 A.M. to 4:30 P.M. A thirty-minute lunch should be taken between 11:30 AM and 2:00 P.M. whenever possible. Overtime will be calculated on hours worked between 12:01 AM Saturday of one week to midnight Friday of the next week.

Most HRTAC employees are exempt from the overtime and compensatory time regulations contained in the Fair Labor Standards Act (FLSA) of 1938 as amended with specific exceptions. Such employees may be required to attend occasional evening meetings on behalf of the organization and/or work beyond the core hours of the organization. There is no legal requirement that HRTAC pay overtime or compensatory time to its exempt executive, administrative or professional employees as described in the FLSA Exemption Tests. Overtime and compensatory time may be granted to non-exempt employees at the discretion of the Executive Director and subject to the eligibility limitations cited in E.2.

Overtime may be necessary to relieve specific peak workloads and emergencies. Overtime work in excess of the normal 40-hour workweek and must be authorized by the Executive Director in advance.

### **2. Eligibility**

Staff employees in the following positions are classified as Non-Exempt employees under the Fair Labor Standards Act (FLSA) and are therefore subject to all minimum wage and overtime provisions of the Act:

- Non-Exempt Employees

Employees in these positions are eligible for authorized overtime pay.

Time spent at preauthorized tasks outside normal work hours will be reimbursed on a documented overtime pay basis when authorized by the Executive Director. Nothing in this policy precludes a supervisor from adjusting a non-exempt employee's normal schedule during the workweek to ensure adherence to the 40-hour workweek. Non-exempt employees who work in excess of the normal 40-hour workweek without prior approval may be subject to disciplinary action.

### 3. Rate

Overtime pay, for non-exempt employees, when authorized by the Executive Director shall be at one and one half times the employee's normal hourly rate of pay.

### 4. Compensatory Time

There is no formal compensatory time at HRTAC. However, some discretion is granted to supervisors for exempt employees for non-recurring circumstances with the approval of the Executive Director.

## F. Garnishment

It is the responsibility of each employee to see that his or her personal financial matters are in order. HRTAC does not wish to be involved in such matters. All requests or orders for garnishment must be sent to the Human Resources Administrator who will coordinate the garnishment with the Accounting Department. Such requests or orders for garnishment of an employee's wages will be brought to the attention of the employee and the Executive Director and shall be noted in the employee's personnel file. Two requests for garnishment of an employee's pay within a twelve-month period may result in disciplinary action and/or dismissal of the employee. Whenever possible, HRTAC will provide an employee with, or refer an employee to, a proper agency for personal financial and management budgeting assistance, when an employee seeks assistance in this area.

## V. RECRUITING & SELECTION

### A. Recruitment & Application

#### 1. Recruitment

It is the responsibility of each supervisor to report promptly to the Executive Director any vacancy that may occur. If it is known in advance a position will become vacant through resignation, retirement, or other cause, the Executive Director should be sent a written notice prior to the time the incumbent will leave the position.

The supervisor, in consultation with the Executive Director, should review the vacant position description and determine if any changes in education,

knowledge, skills, abilities or occupational requirements need to occur in order to reflect current duties and responsibilities.

HRTAC may use one of three options when conducting recruitment for vacant positions:

- a. Internal/Functional Recruitment: Only the department's current employees may apply;
- b. Organizational Recruitment: Only current employees may apply;
- c. Open Recruitment: All current employees and the general public may apply

Departments should select the recruitment option that best fits their needs before posting a vacancy. Decisions should be based on factors such as the availability of qualified candidates and diversity of the organization's workforce. If the initial recruitment process does not provide adequate candidates, the recruitment process can be reopened.

A notice of all job openings, listing the title, starting salary, qualifications, and a brief description of the position will be posted on the HRTAC website and any other site(s) determined appropriate by the supervisor, and Executive Director.

## 2. Application

A person seeking employment with HRTAC may submit a resume in person, by mail or by e-mail to the Human Resources Administrator. All resumes will be logged and forwarded to the Executive Director. The Executive Director will review all applications submitted, maintain a file of eligible applicants, and select the best suited highest qualified applicants for an interview seeking the vacant position.

## B. Advertisement

Job vacancy announcements will generally be posted for 14 calendar days, but in no case will announcements be posted for less than a minimum of seven (7) calendar days. Advertising for extended periods may be warranted for unique or hard-to-fill positions.

Advertisements for all positions, depending on type of placement required (professional, support, clerical) will be made using a variety of recruitment tools. Such tools include, but are not limited to: posting through various websites including career placement sites, **or** professional organization sites, **or** college placement offices; **or** advertising in local or national newspapers; **or** posting on the HRTAC website; **or** a combination of any or all of the above. The hiring supervisor should coordinate with the Human Resources Administrator as to the methods of and sites for advertising available positions. All advertisements and notices of employment opportunities shall state that HRTAC is an equal opportunity employer.

## **C. Interviews & Selection**

It is the responsibility of the hiring supervisor to inform the Human Resources Administrator of the candidates selected for an interview. The Human Resources Administrator will contact all applicants to schedule a time and date for all employment interviews.

Any number of applicants may be interviewed. If an applicant cannot be contacted or fails to appear for a scheduled interview, the hiring supervisor and/or interviewer should document this fact. In a case where all applicants chosen by the supervisor and/or interviewer are found to be unacceptable for employment, he or she will choose new applicants and the process will begin again.

Supervisors with the vacancy will conduct the interviews and will make written recommendations to the Executive Director. The hiring supervisor must document each employment interview and record the reasons the applicants were found acceptable or unacceptable. Each applicant who has been interviewed will be informed of the action taken with regard to his or her application for employment. The names of applicants not selected will be kept on file for six months and referred to again if another appropriate vacancy occurs within that period.

## **D. Offers of Employment**

The Executive Director has final responsibility in selecting and assigning staff members. The person selected to fill the position will be notified in writing by the Executive Director and instructed on when and where to report for duty. The selected candidate will be requested to respond in writing as to his/her acceptance.

## **E. Reference Checks**

Appropriate references will be checked prior to an offer of employment. Reference checks will be conducted by the Human Resources Administrator and may include, but are not limited to:

1. Employment checks including verification of employment dates and work performed;
2. Evaluation of performance, conduct, and attendance records;
3. Personal references;
4. Education verification

Prior to a final decision and preferably at the time of the interview, the hiring supervisor should request the candidate provide the names and phone numbers of current and/or former supervisors, co-workers and subordinates, if applicable. Additional work references may be developed from the primary references provided by the candidate.

## **F. Pre-employment Background Checks**

All applicants interviewed will be notified of the requirement of a background check prior to employment with HRTAC. Employment will be contingent upon the results of the background investigation. If selected as the final candidate for a position, the applicant must sign an acknowledgement indicating his/her receipt and understanding of HRTAC's policy of background investigations. A refusal by the applicant to complete the form will result in the withdrawal of the offer of employment.

## **G. Orientation**

During a new employee's first day of employment, he/she shall attend a formal orientation program conducted by the Human Resources Administrator. The orientation program will generally provide information on what employees can expect from HRTAC, and what HRTAC expects from an employee. The benefits to which employees are entitled will be outlined and a copy of the Personnel Manual will be furnished. The orientation will include a question-and-answer period.

Supervisors are the employees' main source of information. In accordance with HRTAC's "Open Door" policy, employees are encouraged to discuss their questions and concerns with their supervisor. It is the responsibility of the supervisor to help their employees, either by working with the employee toward solving the problem or by referring the employee to an appropriate resource.

## **H. Probationary Status**

All employees hired to fill regular, full-time and part-time positions serve a probationary period of six months. The probationary period is a span of time during which an employee is evaluated by his/her supervisor on the performance of the duties of the position, and on those qualities which comprise the overall makeup of an employee, including such things as attendance, tardiness, reliability, trustworthiness, etc.

The probationary period should be viewed as a trial period not only by HRTAC in evaluating the new employee, but also by the employee in evaluating his/her employment with HRTAC. If at any time during the probationary period an employee becomes dissatisfied with his/her position and does not feel that the situation is going to improve to his/her satisfaction, the employee may resign from HRTAC without prejudice.

Supervisors should periodically meet with their employee during this probationary status to discuss their performance. If the evaluation, at the end of the employee's probationary period, indicates satisfactory performance, the employee will achieve the status of a regular full-time or part-time employee and will be so notified by the Executive Director. All employment at HRTAC is at-will per statutory regulations of the Commonwealth of Virginia.

If an employee is discharged during the probationary period, the discharge is without recourse to the grievance procedure. The reasons for separation of any employee who is within the probationary period must be submitted to the Executive Director and will be placed in the employee's personnel file.

Employees promoted to a higher classification are not subject to the same six-month probationary period. However, unsatisfactory performance may result in demotion to the employee's former position and rate of pay without recourse to the grievance procedure. An employee may return to his or her former position and rate of pay without prejudice.

## **VI. EMPLOYEE LEAVE POLICY (Adopted December 14, 2023)**

All regular full-time and regular part-time HRTAC employees shall be eligible to receive and use paid leave benefits as described below or as described in an employment contract agreement. Leave benefits accrue from the first day of employment. Employees are encouraged to use their leave to meet their personal and family needs. The Executive Director will make every reasonable effort to grant requests for leave provided operational and staffing requirements can be met. Employees are responsible for managing their leave within established parameters. Employees are not permitted to carry a negative leave balance unless approved in advance by the Executive Director.

### **A. Annual Leave – Full-time Employees – VRS Plan 1 & Plan 2 Employees Only**

#### **1. Accrual Rate**

All regular full-time employees who participate in VRS Plans 1 & 2 are eligible to accumulate annual leave. Annual leave is intended to cover vacations and absences for personal business and is accrued according to length of service as follows:

Months of Continuous Service	Accrual Rate Per Month (hours)	Annual Accrual (Hours/Days)
< 60	8	96/12
60 – 119	10	120/15
120 – 179	12	144/18
180 – 239	14	168/21
240+	16	192/24

If at any time an employee is on unpaid leave, annual leave accrual will be prorated based on the number of hours worked each pay period.

#### **2. Maximum Amount of Leave Accrual**

An employee is not required to use the annual leave credited each year, but no more than twice the annual entitlement may be carried forward after December 31st of each year or be compensated for upon separation from HRTAC without written authorization from the Executive Director.

### 3. Anniversary/Leave Accrual Increase

Leave accrual will increase every fifth year of continuous employment with HRTAC through the 20th year based on the month the employee was hired. If an employee is hired between the first and fifteenth (15) day of the month, the accrual rate will increase on the first day of the anniversary month. If an employee is hired between the 16th and last day of the month, the accrual rate will increase on the 16th of the anniversary month.

### 4. Requests for Leave

All annual leave must be requested from and approved by the Executive Director. The minimum amount of annual leave that can be authorized is one hour and must be taken in full-hour increments.

### 5. Payment Upon Termination

Unused annual leave will be paid for on a one-for-one basis upon termination of employment. Should an employee die while on active status at HRTAC, any unused annual leave will be paid to his or her estate in accordance with the payment policy in effect at time of death.

## **B. Sick Leave – Full Time Employees – VRS Plan 1 & Plan 2 Employees Only**

### 1. Accrual Rate

All regular full-time employees in VRS Plans 1 & 2 are eligible to accumulate hours of sick leave. Sick leave is credited to the employee annually in accordance with this manual. If at any time an employee is on unpaid leave, sick leave accrual will be pro-rated based on the number of hours worked each pay period.

Employees are encouraged to use their leave to meet personal and family needs. Sick leave may be used to care for the employee's immediate family (father/stepfather, mother/stepmother, sister, brother, husband, wife, child, grandchild, grandparent, parent-in-law, guardian, or close relative residing in the same household as the employee). Employees are responsible for managing their leave within established parameters. Employees are not permitted to carry a negative leave balance.

### 2. Maximum Amount of Leave Accrual

There is no limit to the number of sick leave days an employee can accumulate.

### 3. Requests for Leave

All sick leave must be requested from and approved by the Executive Director. The minimum amount of annual leave that can be authorized is one hour and must be taken in full-hour increments.

**4. Medical Documentation**

A doctor's certificate/medical documentation shall be required from the employee if requested by the Executive Director for any sick leave request of more than 24 hours.

**5. Payment Upon Termination**

Unused accumulated sick leave at the time of retirement, resignation, or uncontested termination, will be reimbursed based on the following schedule:

a. All regular full-time employees of HRTAC who participate in VRS Plans 1 and 2 are eligible to receive payment at their rate of pay at separation for any accumulated but unused sick leave balance based on the following schedule:

Years of Continuous Service*	% of Balance	Maximum \$
Less than 5 years of continuous service	0	0
Over 5 years of continuous service,* but less than 10 years	25%	\$2,500
Over 10 years of continuous service, but less than 15 years	25%	\$3,500
Over 15 years of continuous service, but less than 20 years	25%	\$5,000
Over 20 years of continuous service, But less than 25 years	25%	\$6,500
Over 25 years of continuous service	25%	\$7,500

\*Service begins at the date of full-time hire for all employees.

Should an employee die while on active status at HRTAC, unused sick leave will be paid to his or her estate in accordance with the payment policy in effect at the time of death.

**6. Family Medical Leave Act**

When it becomes evident an employee will be unable to be at work for more than five (5) consecutive workdays or must take intermittent leave due to reasons applicable under the Family Medical Leave Act, the Executive Director will notify the Human Resources Administrator and paperwork will be initiated.

HRTAC may request a physician's statement indicating the expected date on which the employee will be able to return and perform normal work duties, with or without accommodation.

### **C. Paid Time Off – VRS Hybrid Plan Employees Only**

All regular full-time employees of HRTAC who participate in the VRS Hybrid Retirement Plan are eligible to accrue paid time off (PTO). PTO is intended to cover vacations, illnesses, and absences for personal business. Employees are responsible for managing their leave within established parameters and are not permitted to carry a negative leave balance.

#### **1. Accrual Rate**

All full-time, regular employees of HRTAC who participate in the VRS Hybrid Retirement Plan will accrue PTO according to length of service.

Months of Continuous Service	Accrual Rate Per Month (hours)	Annual Accrual (Hours/Days)
< 60	12	144/18
60 – 119	14	168/21
120 – 179	16	192/24
180 – 239	18	216/27
240+	20	240/30

If at any time an employee is on unpaid leave for reasons unrelated to short-term disability under the Virginia Local Disability Program, PTO accrual will be pro-rated based on the number of hours worked each pay period. PTO will not accrue during approved periods of short-term disability under the Virginia Local Disability Program (VLDP). PTO accrual will resume once an employee returns to work, either on a part-time or full-time basis.

#### **2. Maximum Amount of Leave Accrual**

An employee is not required to use the PTO credited each year, but no more than twice the annual entitlement may be carried forward after December 31st of each year or be compensated for upon separation from HRTAC without written authorization from the Executive Director.

#### **3. Requests for Leave**

All PTO must be requested from the Executive Director. The minimum amount of PTO that can be authorized is one hour and must be taken in full hour increments.

#### 4. Family Medical Leave Act

When it becomes evident an employee will be unable to be at work for more than five (5) consecutive workdays or must take intermittent leave due to reasons applicable under the Family Medical Leave Act, the Executive Director will notify the Human Resources Administrator and paperwork will be initiated. HRTAC may request a physician's statement indicating the expected date on which the employee will be able to return and perform normal work duties, with or without accommodation.

#### 5. Medical Documentation

A doctor's certificate/medical documentation shall be required from the employee if requested by the Executive Director for any PTO leave request of more than 24 hours due to illness or reasons applicable under the FMLA.

#### 6. Payment Upon Termination

Unused PTO will be paid for on a one-for-one basis upon termination of employment up to the maximum accrual allowed. Should an employee die while on active status at HRTAC, any unused PTO will be paid to the employee's estate in accordance with the payment policy in effect at time of death.

### **D. Family Leave - All Full-time Employees**

#### 1. Accrual Rate

All regular full-time employees are eligible to receive 40 hours of family leave a year. Family leave is intended to cover vacations, family, sick, and absences for personal business. Family leave is credited to the employee on January 1<sup>st</sup> each year at the rate of 40 hours or 5 days per year.

#### 2. Maximum Amount of Family Leave Accrual

A maximum of 80 hours family leave may be accumulated and carried over by an employee. Accumulated Family leave balances in excess of 80 hours prior to January 1, 2024 will be classified as Grandfathered Family Leave and available for use by the employee.

#### 3. Requests for Leave

All family leave must be requested from and approved by the Executive Director. The minimum amount of family leave that can be authorized is one hour and must be taken in full-hour increments.

#### 4. Payment Upon Termination

Unused Family leave will be paid for on a one-for-one basis upon termination of employment for up to the maximum accumulated balance plus any Grandfathered Family Leave balance. Should an employee die while on active

status at HRTAC, any unused annual leave will be paid to his or her estate in accordance with the payment policy in effect at time of death.

#### **E. Anniversary/Leave Increase Policy**

The following defines specific dates on which leave accruals are based:

1. Employment Date: The actual date on which original employment began. This date never changes. For full-time staff, this affects VRS career credit;
2. Annual/PTO Leave Accrual Increase Date: The 1st or 16th day of the month, depending on whether the employee entered his/her original full-time employment between the 1st and the 15th of the month, or between the 16<sup>th</sup> and the last day of the month.

This is an example of the relationship between the two dates:

If the Employment Date is:	Increase in annual leave is:
1st-15th	1st
16th-Month End	16th

A change in position will have no effect on the Annual Leave Date. Annual leave increases remain relative to the original full-time employment date. Should an employee change from part-time to full-time status, the pro-rated years worked in the part-time position will be calculated to determine the annual leave increase date.

#### **F. Civil Leave**

An employee summoned or required to render jury service or who has been subpoenaed as a witness in any court or other proceeding before an agency empowered to issue subpoenas, will be continued on the HRTAC payroll without penalty while serving. The maximum amount of paid civil leave in any one year shall be ten days of paid leave. The employee must submit a copy of the official summons for jury duty or witness subpoena to their supervisor and the Human Resources Administrator prior to the beginning date of such service. Such leave shall not be granted in any instance when the proceeding involves personal interests of the employee or in any instance when litigation is instituted by them or an organization of which they are members.

Any fees derived from jury duty may be retained by the employee. If jury duty requires four hours or less, the employee is expected to return to work for the remainder of the day. Civil leave must be verified and recorded on the employee's timesheet.

#### **G. Military Duty Leave**

HRTAC supports the military obligations of all employees and grants leave for uniformed service in accordance with the Uniformed Services Employment and Reemployment Rights Act and state law. Any employee who needs time off for uniformed service should immediately notify his or her manager. If an employee is unable to provide notice before leaving on uniformed service, a family member should notify the manager as soon as possible.

Upon return from military leave, employees will retain certain rights with respect to reinstatement, seniority, layoffs, compensation, length of service promotions, and length of service pay increases. Failure to report to work within the prescribed time after completion of military service will be considered a voluntary termination.

Additionally, for Employees who have worked for HRTAC for more than six months, the Executive Director may approve full HRTAC pay and benefits for up to fifteen days per year for time spent by the employee on leave for “active duty for training”.

## **H. Funeral Leave**

Funeral leave is defined as leave with pay granted to regular employees upon the death of an immediate family member. A maximum of three days funeral leave will be granted to the employee upon request. If more than three days is required, the employee may use accrued paid time off, annual or sick leave. For purposes of this policy, immediate family is defined as father/stepfather, mother/stepmother, sister, sister-in-law, brother, brother-in-law, husband, wife, child, grandchild, grandparent, parent-in-law, grandparent-in-law, guardian, or close relative residing in the same household as the employee.

## **I. Leave Without Pay**

The Executive Director has discretion to grant leave without pay for a period not to exceed thirty (30) days where there is insufficient accumulation of annual leave or sick leave to cover an authorized absence. Leave without pay is an approved absence from duty without pay, during which time the employee retains employee status without loss of certain employment benefits, such as health and life insurance coverage, or administrative conveniences that normally cease upon termination of employment.

Leave without pay must be requested in advance and in writing from the employee. For reasons other than those that fall under the Family Medical Leave Act, the request must state the reason, the starting date and the probable date of return. Any leave not authorized will be considered leave without pay. No holiday leave will be paid while on Leave Without Pay status.

An employee on leave without pay during any month shall not earn credit for retirement in the Virginia Retirement System nor will employee or employer contributions be made to VRS.

It is the employee's responsibility to make arrangements with the Accounting Department for payment of any regular deductions typically withheld from their pay that are used for additional benefits, such as Health Insurance and Optional Life Insurance.

#### **J. Special Leave**

The Executive Director has discretion to grant an employee an extended leave without pay for special reasons such as study or illness. No salary will be paid during a special leave, nor will benefits to the employee (retirement, Social Security, health premiums, etc.) be paid or accrued. At the expiration of a Special Leave, employees may be reinstated to their former staff position in accordance with a written agreement signed by the employee and Executive Director. Special Leave may be granted for no more than one year. It is not intended to supplement or replace general leave. No holiday leave will be paid while on Special Leave.

Because the absence of an employee for more than a month can adversely affect the operations of HRTAC, it must be understood that requests for Special Leave must be carefully reviewed.

#### **K. Unscheduled Leave**

In general, HRTAC follows the practice of its member local governments and federal government agencies with regard to excused absence of staff in order to vote, attend required religious services, etc. All leave needs to be confirmed and approved by the Executive Director.

#### **L. Holidays**

Regular full-time employees of HRTAC will follow the Commonwealth of Virginia's holiday schedule and receive certain days off with pay as holidays. If a holiday falls in a period of other authorized leave, it will not be counted as leave time. Full-time employees must work both the day before and the day after a holiday or be on authorized paid leave to receive holiday pay. If a holiday falls on a Sunday, it will be observed the following Monday; if it falls on a Saturday, the preceding Friday will be the day off. The following are standard HRTAC holidays:

- New Year's Day (January first)
- Martin Luther King Day (third Monday in January)
- Presidents' Day (third Monday in February)

- Memorial Day (last Monday in May)
- Juneteenth (Nineteenth of June)
- Independence Day (Fourth of July)
- Labor Day (first Monday in September)
- Columbus Day (second Monday in October)
- Election Day (First Tuesday in November)
- Veteran's Day (Eleventh of November)
- Thanksgiving Day (fourth Thursday of November)
- Thanksgiving Friday (day after Thanksgiving)
- Christmas Day (December twenty-fifth)

In addition, should the Governor announce extra state holidays, HRTAC may follow the Governor's announcement.

## **M. Parental Leave**

HRTAC offers its employees parental leave in accordance with the policy attached as Appendix F.

# **VII. EMPLOYEE INSURANCE**

## **A. Health Insurance**

### 1. Full-time employees

All regular full-time HRTAC employees, including the Executive Director, shall be eligible to or as described in an employment contract agreement to join a group health insurance plan carried by HRTAC. The employer pays the coverage offered premium for the employee based on the highest valued benefit and provides contribution to the expanded coverage participation to include eligible dependents. Employee's share of the premium are pre-tax dollars.

### 2. Enrollment

Eligible employees may select the healthcare plan that best meets their needs. In order to receive health insurance offered by HRTAC, eligible employees must select their health insurance plan within 30 days of initial date of hire. Coverage takes effect on the first day of the first full month of employment. Information outlining the benefit plan options is provided to employees upon employment with the HRTAC and prior to the open enrollment period. Employees who waive initial enrollment in the HRTAC health plan will be ineligible to participate or make changes until the next open enrollment period.

### 3. Qualifying Events

Employees and qualified beneficiaries (spouse and dependents) may experience qualifying events during the plan year unrelated to employment. Such events may include marriage, divorce, loss of dependent status, reduction in work hours, death, retirement, disability determination and loss of disability status. If an employee experiences a qualifying event, the employee and/or qualified beneficiaries may be able to make changes to their healthcare plans. Please see the Human Resources Administrator for more information on qualifying events.

## **B. Virginia Retirement System**

### **1. Retirement disability – *VRS Plan 1 & Plan 2 Employees Only***

All regular full-time employees, including the Executive Director, participating in VRS Retirement Plans 1 & 2 are covered by the VRS Group Disability Insurance as part of being a member of the Virginia Retirement System. HRTAC pays the full premium for this coverage. Once an employee is vested in the Retirement System, they are eligible for permanent disability benefits. This program is administered through the Virginia Retirement System. Full details of this program are available from the Human Resources Administrator.

### **2. Short-term disability – *VRS Hybrid Plan Employees Only***

All regular full-time employees participating in the VRS Hybrid Retirement Plan are covered by the VRS Virginia Local Disability Program (VLDP) which provides income protection if an employee cannot work because of a non-work related or work-related illness, injury or other condition, such as surgery, pregnancy, complications from pregnancy or a catastrophic or major chronic condition. HRTAC pays for this coverage. VRS is responsible for the administration of the program. VLDP short-term disability will be coordinated with HRTAC FMLA and/or worker's compensation policies as appropriate and will run concurrently with these policies. PTO will not accrue while an employee is on approved short-term disability. Please see the Human Resources Administrator for more information on VLDP short-term disability benefits.

### **3. Long-term disability – *VRS Hybrid Plan Employees Only***

All regular full-time employees participating in the VRS Hybrid Retirement Plan are covered by the VRS Virginia Local Disability Program (VLDP). Long-term disability provides income replacement if an employee becomes disabled and cannot work after the expiration of the maximum period of short-term disability. The employer pays for this coverage. VRS is responsible for the administration of the program. Please see the Human Resources Administrator for more information on VLDP long-term disability benefits.

### **4. Long-term care – *VRS Hybrid Plan Employees Only***

All regular full-time employees participating in the VRS Hybrid Retirement Plan are covered by the VRS Virginia Local Disability Program (VLDP), which provides long-term care benefits for employees who need help with everyday life tasks because of a prolonged health problem or following a major illness or injury. VRS is responsible for the administration of the program. Please see the Human Resources Administrator for more information on the long-term care benefits.

## 5. Life Insurance

All regular full-time employees, including the Executive Director, are eligible and required to be covered by the VRS Group Term Life Insurance. This group term program provides a death benefit equal to the employee's annual salary rounded up to the next higher thousand and then doubled; in case of accidental death, the benefit is twice this amount. HRTAC pays 100% of the premium for this coverage.

The employee is also eligible to increase their own coverage and/or cover their dependents at the employee's expense. Please see the Human Resources Administrator for more information.

## C. Worker's Compensation

HRTAC employees are covered under the Virginia Workers' Compensation Act which governs benefits for occupational injury or illness in qualifying circumstances.

### 1. Reporting Injuries

If an employee has an accident or injury on the job, the employee must report the situation to their supervisor, or Executive Director *and* the Human Resources Administrator immediately, or as soon after the injury as practicable. Failure to report an accident or injury in a timely manner may prevent an employee from becoming eligible for reimbursement for medical expenses or other applicable benefits. Every accident or injury on the job must be reported.

### 2. Workers' Compensation Benefits

Workers' Compensation benefits will be provided in accordance with applicable state law. Workers' Compensation benefits, when approved, will pay two-thirds of an employee's take-home pay each week an employee is out of work.

When out of work due to a work-related injury, VRS Plan 1 and Plan 2 Employees may take sick or annual leave to cover the difference between pay received through workers' compensation and the employee's full salary, as long as the employee has sick or annual leave accrued. The employee is responsible for requesting use of their annual or sick leave for the difference.

When out of work due to a work-related injury, VRS Hybrid Plan Employees workers' compensation benefits will be coordinated with the employee's VRS short-term disability benefit.

Workers' compensation leave and FMLA leave will run concurrently provided the reason for the absence is due to an employee's qualifying serious illness or injury under FMLA. HRTAC will notify the employee in writing if their workers' compensation leave will be counted as FMLA leave.

### 3. Panel of Physicians

HRTAC maintains a Panel of Physicians for work-related injuries and illnesses through the Virginia Municipal League (VML). A physician from the panel must be used if medical treatment is needed. If a panel physician is unavailable at the time of an emergency, the employee may use an emergency facility for treatment. However, all follow-up care must be rendered by a physician chosen by the employee from the Panel of Physicians. The employee's Panel Physician can refer the employee to a specialist if needed; the employee may not choose the specialist himself.

If an employee does not receive treatment from a Panel Physician, workers' compensation benefits may be terminated, and the employee's medical bills will not be paid. If an employee sustains a compensable work injury, HRTAC Workers' Compensation Administrator will only be responsible for bills from the following:

- Panel Physicians;
- Authorized treating specialist;
- An emergency facility in a true emergency

Employees can obtain the list of panel physicians from the Human Resources Administrator.

## **D. Miscellaneous Insurance Policies**

### 1. Directors and Officers Insurance

Purchased as needed by HRTAC.

## **VIII. STAFF DEVELOPMENT**

HRTAC provides opportunities for employees to upgrade their technical or professional competence through educational programs relevant to their work at HRTAC. Any regular full-time employee may participate contingent upon the eligibility requirements described in each section. Such opportunities must be planned, coordinated and conducted to maximize the effectiveness of available training and education funds. It is the employee's responsibility to coordinate with their supervisor

and the Executive Director during the budget process for any development opportunities they wish to pursue. Development opportunities may include, but are not limited to conferences, workshops and seminars; testing for job-related certifications; academic courses; and academic programs of study leading to certificates or degrees. All staff development activities must be submitted in writing and have prior approval from the employee's supervisor, and the Executive Director. The final written approval must be submitted to the Human Resources Administrator for inclusion in the employee's personnel file. While participation in career development opportunities is encouraged and is expected to enhance employee performance and professional abilities, HRTAC cannot guarantee participation will lead to a promotion, change in job assignment or salary increase.

#### **A. Conferences, Workshops and Seminars**

Conference, workshop and seminar activities are approved on an as-needed basis and must be related to the employee's current responsibilities at HRTAC. These activities are generally provided by sources outside of HRTAC for a fee and cover specific topics pertaining to a field or discipline. All regular full-time employees are eligible and must request prior approval for attendance from their supervisor, and Executive Director. Fees for workshops and seminars are generally paid by HRTAC in advance. Upon completion of a seminar or workshop, the employee must submit proof of completion for inclusion in the employee's personnel record. If an employee does not attend or complete a pre-paid seminar or workshop, the employee will be responsible for repayment of all registration fees.

#### **B. Job-related Certifications & Licenses**

Job-related certifications and licenses are generally provided by professional associations and require testing to determine knowledge in a specific discipline or field. Any regular full-time employee having been employed for at least one year is eligible to request approval for reimbursement for a job-related certification. Testing fees for certifications will be reimbursed only after successful completion of the certification/licensing program and if approved at least 30 days in advance by the employee's supervisor, and the Executive Director if reimbursement is desired. Verification of successful completion is required. Certification/licensing study guides and other similar materials are the responsibility of the employee and are generally not reimbursable by HRTAC.

While not guaranteed, an increase to an employee's base salary may be granted after the receipt of a professionally recognized certification or license at the sole discretion of the Executive Director. An employee will be eligible for no more than two (2) salary adjustments for professional licenses or certifications during their tenure with the HRTAC.

#### **C. Academic Courses/Programs**

Employees are provided the opportunity to upgrade their professional competence through educational opportunities relevant to their work at HRTAC. The HRTAC Educational Reimbursement Plan provides details on the various types of academic courses and programs which may be reimbursed on either a taxable or tax-free basis.

#### **D. Educational Leave**

See "Special Leave" under Section VI.J.

### **IX. RETIREMENT**

#### **A. Social Security**

HRTAC participates in the Federal Insurance Contributions Act (FICA) program for all employees, including the Executive Director, in accordance with federal law. All employees come under FICA and participation is mandatory. Employee contributions are automatically deducted from their paycheck. HRTAC contributes to Social Security an amount equal to that contributed by the employee, or as required by federal law. Social Security provides, after a sufficient period of coverage, specific income protection for an employee and for the employee's family, in the event of disability, death, or retirement. Questions related to Social Security should be directed to the local Social Security Administration Office.

#### **B. Virginia Retirement System**

The Virginia Retirement System (VRS) provides a retirement benefit for all regular full-time HRTAC employees, which includes the Executive Director. This is in addition to Social Security benefits. All full-time regular employees must contribute five percent (5%) of their annual compensation into VRS and participation is mandatory. HRTAC also contributes a percentage of the employee's salary into VRS; this rate is set by VRS and may vary. Employees are fully vested after five years of service. Retirement benefits can begin under the various programs at age 50 in accordance with VRS policies. The amount of retirement benefits varies based on factors such as years of covered service, age upon retirement, salary and VRS retirement plan. Full details can be obtained from the Human Resources Administrator.

#### **C. 457 Deferred Compensation Plan**

HRTAC offers all employees a 457 Deferred Compensation Plan through VRS. This plan allows employees to set aside a portion of their salary to a tax-advantaged retirement savings account, on a before-tax or after-tax basis. Participation is

voluntary, and is financed through employee salary deductions. Additional Information can be obtained from the Human Resources Administrator.

#### **D. Retiree Health Insurance**

HRTAC offers eligible retirees, which includes the Executive Director, specific health insurance benefits effective upon retirement. Retirees are able to choose from existing health insurance plans offered by HRTAC to its active employees. A summary of each plan offered is available from the Human Resources Administrator.

An employee is eligible to receive such healthcare benefits when he/she has completed five (5) full years of continuous service with HRTAC and retires from HRTAC under the Virginia Retirement System.

##### **1. Participation Options**

The retiree may elect to receive individual coverage only or coverage for the retiree and the retiree's spouse, through HRTAC's existing program.

###### **a. Participation under HRTAC health insurance programs**

- 1) If the retiree elects to remain with a plan offered by HRTAC, HRTAC will contribute an amount equal to the current active employee or employee/spouse premium for the plan selected. The retiree shall pay to HRTAC any amount of the actual retiree premium(s) which exceed that paid by the HRTAC for the retiree and spouse, provided the retiree chooses to remain with a plan offered by HRTAC. Under this option, the HRTAC contribution is non-taxable.
- 2) For a retiree or his/her spouse who are MEDICARE eligible, HRTAC will contribute an amount equal to the current premium for the program plan designed to complement MEDICARE coverage. Meanwhile, the standard HRTAC contribution, indicated in paragraph (1) above, will continue for the remaining spouse until he/she is MEDICARE eligible. At such time, HRTAC will contribute to the remaining spouse's premium an amount equal to the current premium for the plan designed to complement MEDICARE coverage.
- 3) Retirees may participate in the annual Open Enrollment period in accordance with Healthcare Plan Administrator's policies.
- 4) If any break occurs in the retiree's continuous coverage under the Health Benefits Program, such as participation in a private policy for any period,

the retiree and spouse may not return to coverage under any HRTAC offered healthcare plan.

## 2. Retiree Application for Coverage

An eligible retiree must apply for coverage, via the Human Resources Administrator, ninety (90) days prior to his/her retirement date.

## 3. Premium Payment

For retirees who select coverage under HRTAC health benefits plans, the retirees shall pay contributions for their health benefits coverage directly to HRTAC, not later than the 20th of each month during the period of coverage. The retiree's contribution shall be the amount of the actual premium for the retiree and spouse not specifically paid by HRTAC. Failure to make the premium payment on time may be cause for termination of coverage.

## 4. Notification Requirements

Benefit recipients under this program, or their designated agent, shall advise HRTAC within 30 days of any change in address of the retiree and spouse, the death of a benefit recipient, or any other status change of which the employer would not normally be aware.

## 5. Amendment & Termination

HRTAC has the right to amend or terminate this program at any time without the consent of any retiree or other person.

## 6. Death of HRTAC Retiree

Any spouse covered at the time of the retiree's death may continue coverage until such time it is no longer necessary. Cost of this coverage will continue under the same formula as if the retiree were still alive: with the HRTAC being responsible for a portion of the premium as described above.

# X. PERFORMANCE STANDARDS

## A. Performance Policy

Performance management is intended to create a climate in which employees are valued, motivated, and recognized for their contributions to HRTAC and given the opportunity to further develop professionally. Communication is an essential part of the supervisor/employee relationship. The job to be done, the measures of success to be used, the tools and support needed, and how the employee is performing all need to be stated clearly and understood by both parties.

## **B. Performance Standards**

Annual tasks and levels of performance are agreed to between the employee, supervisor, and Executive Director prior to each year. Performance standards are the mechanisms by which the employee's performance is judged. Goals and objectives should be set annually as they help demonstrate where the employee is expected to be in terms of job accomplishment and level of performance. Goals and objectives may vary widely from one type of job to another.

## **C. Distinguishing Between Poor Performance & Misconduct**

When an employee fails to meet performance expectations or behaves in an inappropriate manner, it may become necessary to initiate actions to correct the performance and/or conduct or end the employment relationship. Poor performance is defined as the inability or unwillingness to meet acceptable work expectations due to lack of skills, training, education, or other circumstances. Misconduct is defined as willful disregard of HRTAC's standards of conduct or policies. In addition to the discipline outlined in Section XI, alternative strategies for dealing with poor performance such as formal coaching and individual performance improvement plans may be used. When using such alternative strategies, the employee must be given specific instructions regarding expectations and dates to meet the expectations. The employee should be clearly told that failure to meet the requirements of the action plan may result in further disciplinary action or termination. A written action plan with due dates is the best tool for defining performance improvement needs.

## **D. Employee Assistance Program**

HRTAC provides an Employee Assistance Program (EAP) to eligible employees and immediate family members at no cost to the employee as part of the total benefits package. Among other areas, the program provides assistance in the areas of job performance problems through access to a professional provider. An employee may be encouraged by a supervisor to contact the EAP to address job performance problems. It is the employee's choice to act on the suggestion. The employee may contact the EAP directly to access services or, upon the employee's request, the employee's supervisor may assist in this process. No information is exchanged between the EAP and the employer with regard to a suggested referral.

In cases of poor performance or misconduct, HRTAC may require that an employee be referred to the EAP for assessment and appropriate intervention. The employee may be subject to appropriate action for the performance problem however, when the Executive Director determines it is in the best interest of the organization and the employee, any personnel action may be held in abeyance pending successful outcome of the intervention. Since a directed referral is the result of an employee's poor performance or misconduct and may involve a subsequent personnel action, some tracking information will be exchanged between HRTAC and the EAP. The

EAP provider will inform the Human Resources Administrator in writing as to whether the employee followed through with the referral to the EAP and whether the employee complied with the recommendations made by the EAP provider. Such written communications will be marked "confidential." The Human Resources Administrator may discuss the information with the Executive Director. Due to the nature of the directed referral, these communications will be maintained in a confidential file maintained by the Human Resources Administrator. In compliance with HIPAA Medical Privacy Rules, HRTAC will obtain the employee's permission for communication with the provider regarding or dissemination of individually identifiable health information.

## **XI. DISCIPLINE**

### **A. Policy**

Employment with HRTAC is in the nature of at-will employment meaning that an employee has the right to terminate his/her own employment just as HRTAC reserves the right to terminate employment, at any time, for any reason allowed under the law with or without cause.

HRTAC desires to maintain a workplace that is conducive to good relationships and excellent performance of work. The disciplinary process provides supervisors with a fair and objective guide for determining the seriousness of an employee's unsatisfactory work performance or misconduct and selecting the appropriate disciplinary action to correct unacceptable behavior or performance. Poor performance is defined as the inability or unwillingness to meet acceptable work expectations due to lack of skills, training, education, or other circumstances. Misconduct is defined as willful disregard of HRTAC's standards of conduct or departmental rules. All employees are covered under this policy and shall be disciplined by the same process.

Accordingly, HRTAC may utilize various means of disciplinary action for misconduct and poor performance that may take any of the following forms and are not necessarily restricted to the order set forth below:

- Verbal Reprimand
- Written Reprimand
- Suspension
- Demotion
- Termination

Disciplinary actions may be subject to employee appeal through the approved grievance procedure by those eligible to use the grievance procedure.

### **B. Available Disciplinary Actions**

Disciplinary action is to be in proportion to the seriousness of the violation and is generally administered in a progressive manner although not required or mandated. Employees will often be reminded about accepted standards and rules of conduct before more severe disciplinary action is taken. However, even in the absence of prior disciplinary measures, any infraction may incur serious disciplinary action up to and including dismissal.

#### 1. Verbal Reprimands

Verbal reprimands are defined as a discussion between a supervisor and the employee where the employee is advised and cautioned about unsatisfactory work performance or conduct. A supervisor may orally reprimand an employee for any cause. The violation is generally considered minor and the warning or reprimand can be expected to resolve the problem or alert the employee of expected future conduct and the consequences of reoccurrence of the behavior in question. Verbal reprimands should be noted in writing by the supervisor for the supervisor's use in the event that further discipline is needed. Verbal reprimands may also be documented, dated and transmitted to the Human Resources Administrator for placement in the employee's personnel file.

#### 2. Written Reprimands

Written reprimands are written documentation to the employee from the supervisor where the employee is advised and cautioned about unsatisfactory work performance, accumulated infractions, or misconduct. This measure is generally used for more significant first violations or repeated minor infractions. Written reprimands must be coordinated with the Executive Director prior to meeting with the employee. The supervisor will meet with the employee and discuss disciplinary action and the employee will be asked to sign the written documentation acknowledging that he/she has received the warning. All written reprimands will be forwarded to Human Resources for inclusion in the employee's personnel file.

#### 3. Suspensions

Suspensions are temporary separations from employment for the purpose of reprimanding an employee for inappropriate conduct for one or more full workdays. An employee may be suspended with or without pay while an investigation is pending. Such action is taken by the Executive Director, in consultation with the employee's supervisor. A written record of the action will be placed in the employee's personnel file with a copy provided to the employee and the Human Resources Administrator who shall process the without pay provision.

#### 4. Demotion

An employee may be demoted by the Executive Director after consultation with the employee's supervisor. A written notice of demotion will be transmitted to the employee within fifteen days of the effective date of the demotion. This notice will specify the reason(s) for the demotion and a copy will be placed in the employee's personnel folder.

##### 5. Termination

An employee may be terminated from employment at any time for any reason allowed under the law, with or without cause, by the Executive Director after consultation with the employee's supervisor. A written notice of dismissal will be transmitted to the employee, depending on the nature of the discharge, and a copy will be placed in the employee's personnel file.

#### **C. Reasons for Disciplinary Measures**

Any action by an employee that negatively reflects on or otherwise discredits HRTAC, or is a direct hindrance to effective performance of an employee or HRTAC, may result in disciplinary action.

Examples of unacceptable conduct are listed below and should be used only as a guide as it is not all-inclusive.

1. Offensive, abusive, threatening, coercive language or conduct towards supervisors, other employees, customers, the public, HRTAC or related officials;
2. Physical violence;
3. Insubordination;
4. Discrimination, sexual harassment or other forms of harassment;
5. Failure to perform the duties and responsibilities of the position;
6. Inadequate or unsatisfactory job performance;
7. Negligence in the care and handling of HRTAC property;
8. Falsification of records, including, but not limited to reports, insurance claims, time records, leave records, expense reports or other official HRTAC documents;
9. Theft or unauthorized removal of HRTAC property;
10. Conviction of a felony or crime of moral turpitude;
11. Recurring tardiness or unauthorized absences from the job;
12. Fraud, deceit, dishonesty or misrepresentations;

13. Retaliation, discrimination or harassment against an employee for filing a complaint of discrimination, harassment or other similar complaint or for participating in the complaint of another employee;
14. Violation of any provision of the HRTAC rules, regulations or procedures whether established through written policy or by standard practice;

#### **D. Disciplinary Guidelines**

The severity of the discipline chosen must fit the seriousness of the offense. The following principles shall be observed when considering disciplinary action:

1. Management shall consider prior disciplinary actions taken against the employee, including the date, severity and circumstances of the prior actions;
2. The disciplinary action shall be situationally appropriate and shall be consistent with the expectations of the employee's position;
3. Management shall consider the special needs of HRTAC and/or the employee's department and the seriousness of the employee's behavior or performance;
4. Employees are responsible and accountable for knowing the performance or behavioral expectations of HRTAC;
5. In determining the severity of the disciplinary action, it should be established whether there has been repetition of the same or similar performance or behavior.

If there are mitigating circumstances, supervisors in consultation with the Executive Director, may recommend reduced discipline, but must state their reasons for such action.

Procedural steps for imposing discipline are set out in XI.E. The failure of a supervisor to follow these procedural steps will not, by itself, make the discipline invalid or improper, but an employee may separately grieve a supervisor's failure to follow appropriate procedure, provided that such grievance is filed timely. The sole remedy for such grievance shall be correction of the procedural error.

#### **E. Disciplinary Procedures**

Authority to initiate disciplinary actions shall generally be the responsibility of the supervisor. Management is responsible for ensuring that discipline is administered in a fair and consistent manner. Verbal reprimands may be noted in writing by the supervisor for the supervisor's use in the event that further discipline is needed; documentation may be forwarded to the Human Resources Administrator for inclusion in the employee's personnel file. All other levels of recommended

discipline shall be in writing from the supervisor to the Deputy Executive Director and Executive Director and shall have the following elements:

1. A statement of the reason(s) for the disciplinary action;
2. A statement of whether the employee has received previous counseling or disciplinary action for this or a similar offense, date(s) of the offense(s) and the action taken to correct the problem in the past;
3. A statement as to the employee's oral response and/or the employee's original written response

All written disciplinary actions must be coordinated by the supervisor with the Executive Director. Employees will be granted an opportunity to respond to allegations before final disciplinary action is taken by the Executive Director. Upon the final determination of disciplinary action, the employee shall be advised in writing of his rights to appeal through the Grievance Procedure, if applicable. All documentation concerning the disciplinary action shall be forwarded to the Human Resources Administrator for inclusion in the employee's personnel file.

## **XII. GRIEVANCE PROCESS**

### **A. Open Door Policy**

HRTAC maintains a policy of open communications among employees and various levels of supervision in order to foster cooperation and understanding.. This Open Door Policy helps to build efficient working relations among employees and furthers the professional quality of the work performed by HRTAC. Employees are encouraged to talk to their supervisor if you feel you have been treated unfairly or not in accordance with the Personnel Manual. Higher levels of HRTAC management are also accessible through this Open Door Policy to discuss employee concerns. HRTAC expects that utilization of this Open Door Policy will largely alleviate the need for a formal grievance procedure.

### **B. Grievance Procedure**

In addition to the Open Door Policy described above, HRTAC offers a formal grievance procedure to facilitate resolution of employee grievances. Grievances are complaints or disputes of employees concerning their employment at HRTAC. Complaints involving conditions of employment, including employee discipline, discrimination, or harassment, may be addressed through the grievance procedure. The following issues are excluded from the formal grievance procedure:

1. Complaints or disputes concerning wages, salaries, pay increases, or employee benefits;
2. Complaints or disputes concerning conditions of employment agreed to by the employee;

3. Separation, demotion, or layoff because of lack of work, reduction in force, or job abolition;
4. Challenges to HRTAC's Personnel Manual (an employee may file a grievance concerning unfair or improper application of a policy but may not file a grievance challenging the existence or advisability of a policy contained in the Personnel Manual);
5. Discretionary matters discussed in the HRTAC Personnel Manual, such as requests for Special Leave, unless such matters are in violation of law or existing HRTAC policy.

If there is a question concerning whether a particular issue may be addressed through the formal grievance procedure, the Human Resources Administrator, in consultation with the Executive Director, will make a determination as to whether the issue is grievable. This formal grievance procedure is available to all employees who have completed their probationary period. Employees who have not completed their probationary period and employees who have concerns regarding issues excluded from the formal grievance procedure may utilize the Open Door Policy to address their concerns. The determination that an employee's complaint is not grievable under the formal grievance procedure shall in no way infringe upon that employee's rights as defined by any applicable federal, state, or local law.

HRTAC's Grievance Policy and Procedure is to obtain understanding and resolution of employee problems at the most direct level possible or appropriate for the circumstances. Although HRTAC aims to resolve each problem within the department in which it arises whenever feasible, an employee may pursue a grievance through proper channels up to the highest level of management when necessary.

### **C. Grievance Procedure Steps**

The following steps apply to employee grievances involving issues other than those excluded from the grievance procedure as described above:

#### **1. Step 1 Oral Notice to Immediate Supervisor**

The aggrieved employee (grievant) will present an oral grievance to the employee's immediate supervisor within ten working days of the occurrence of the situation giving rise to the grievance. Barring extenuating circumstances, the supervisor will provide an oral answer within five working days of the employee's presentation of the grievance.

#### **2. Step 2 Written Notice to Immediate Supervisor**

If a grievance is not satisfactorily resolved through Step 1 above, the grievant may submit the grievance in writing to the immediate supervisor within five

working days of the oral response. The written grievance must be signed by the grievant. Barring extenuating circumstances, the supervisor will respond with a written decision within five working days of receipt of the written grievance.

### 3. Step 3 Appeal to Executive Director

If a grievance is not satisfactorily resolved through Step 2 above, the grievant may submit a written appeal to the Executive Director within five working days of the response issued in Step 2. The notification must include a signed statement as to the basis on which the grievant will contend that the response provided in Step 2 should be reversed or modified. Barring extenuating circumstances, the Executive Director will reply to the appeal with a decision in writing within five working days of receipt of the written appeal.

### 4. Step 4 Appeal to Grievance Review Panel

If a grievance is not satisfactorily resolved through Steps 1, 2, and 3 above, the grievant may appeal the decision to a Grievance Review Panel. Within five working days of the response issued in Step 3 above, the grievant must submit written notification to the Human Resources Administrator of the grievant's request for a Grievance Review Panel. The notification must include a signed statement as to the basis on which the grievant will contend that the decision of the Executive Director should be reversed or modified. The notification shall include a list of any employees or witnesses whom the grievant feels should be called to testify on the employee's behalf at the Grievance Review Panel hearing.

The notification and request for a Grievance Review Panel must be submitted to the Human Resources Administrator who will arrange for a hearing time and notify all affected parties of the date and place of the hearing. Barring extenuating circumstances, the hearing will be scheduled to occur more than five and less than fifteen working days after the date on which the parties are notified of the hearing.

#### a. Composition of Grievance Review Panel

The Panel will consist of three members, selected as follows: The grievant will select one representative from among the employees of HRTAC, and the supervisor will select one representative from among the employees of HRTAC. The third member of the Panel will be selected by the first two members from among the employees of HRTAC. The third member will chair the Panel.

#### b. Conduct of Grievance Review Panel Hearing

The Panel will determine the propriety of attendance at the hearing of persons other than the parties.

The Panel may ask for statements at the initiation of the hearing to clarify the issues involved.

The Panel will determine the relevance and materiality of any evidence offered.

The Panel may receive exhibits, including documents relating to previous steps in the grievance procedure, which will be marked, received in evidence, and made part of the record.

The Panel shall afford full and equal opportunity to all parties for presentation of relevant facts, evidence, and other relevant material.

However, the Panel may choose to exclude evidence that would be unnecessarily cumulative.

Evidence must be presented in the presence of the Panel and the parties.

The Panel's determinations concerning procedural and evidentiary matters will be made by majority decision of the three members.

The Chair of the Panel, upon completion of presentation of the evidence offered by the parties, shall ask the parties whether they have any further evidence to offer or witnesses to be heard. Upon negative replies to this inquiry, the Chair shall declare the hearing closed.

The Panel shall issue findings by majority decision and shall present the findings in writing to all parties and to the Executive Director within 15 working days of the close of the hearing.

## 5. Step 5 Review and Final Determination by Executive Director

The findings of the Grievance Review Panel will be reviewed by the Executive Director of HRTAC, who will issue a final written determination within ten days of receipt of the Panel's findings. The Executive Director may review the record of evidence presented to the Panel and other pertinent information in reaching the final determination. The Panel's findings are not binding on the Executive Director.

## D. Grievance Rights & Conditions

1. At any Step following Step 1 of the Grievance Procedure, a party may be accompanied by a representative or attorney at the party's own expense.
2. Failure by the grievant to process the grievance within the time limits provided above shall terminate the grievance. If the designated supervisor fails to

respond to a grievance within the time limits provided above, the grievant may proceed to the next Step in the Grievance Procedure.

3. In extenuating circumstances, the Executive Director may extend the time limits provided in the Grievance Procedure.
4. The term “working days” as used in this Grievance Procedure includes any day on which HRTAC is open for business, without regard to whether the grievant reports to work on any such day.
5. Employees who pursue grievances or participate in the grievance process are protected against reprisal or retaliation for such actions. This protection, however, does not give any grievant or witness a right to put forth knowingly false claims or information in connection with a grievance or to make slanderous or libelous statements. If an employee feels he or she has suffered retaliation because of participation in the grievance process, the employee may file a grievance to address these concerns.
6. The Grievance Review Panel does not have authority to add to, delete from, amend, or disregard HRTAC policies, procedures, rules, or regulations.
7. Management of HRTAC reserves exclusive right to: manage the affairs and operations of the HRTAC; direct the methods, means, and personnel by which the work of HRTAC is to be performed; and determine similar matters customarily reserved to the discretion of management. Responses to employee grievances shall give due regard to such prerogatives of management while seeking equitable enforcement and application of HRTAC policies.

#### **E. Applicant Grievance**

Applicants for positions at HRTAC that are governed by federal agencies such as the Department of Transportation will be advised of any additional recourse provided by such agency, where applicable, with respect to applicant grievances or complaints.

### **XIII. TRAVEL POLICY**

The travel policy applies to travel both within the geographical area of HRTAC jurisdictions and outside the jurisdiction area. Vouchers must be completed for reimbursement claims for all staff travel expenses. Reimbursement is limited to travel expenses of HRTAC employees on official business duties.

#### **A. In-area Travel**

##### **1. Reimbursement**

a. Mileage

Reimbursement for mileage is determined by the reimbursement policy of the Commonwealth. A private automobile must be covered with proper insurance to at least the minimum required by the State.

b. Meals & Related Expenses

Employees will be reimbursed for related expenses such as tolls and parking. Reimbursement for meals and related expenses is not permitted except where it is necessary for an employee to attend an authorized breakfast, luncheon, or dinner meeting.

## **B. Out-of-area Travel**

All out-of-area travel must be approved in advance by the employee's supervisor and the Executive Director and substantiated by receipts to assure reimbursement. Charges and procedures will follow the administrative policies set by the Executive Director as follows:

1. Transportation

The most economical and efficient form of transportation should be used, as determined by the nature and urgency of the travel, the number of persons making the trip, the distance to be traveled, and the relative cost of transportation, including time involved.

a. Commercial Air Travel

Commercial air travel should be used whenever it is most economical, especially when distance to be traveled is over 250 miles. Tourist class accommodations are to be used, except when not available. A receipt must be presented for reimbursement.

b. Personal Vehicle/Rental Cars

A private automobile may be used when public transportation is not feasible, or convenient.

A rental automobile may be used when appropriate, e.g., when ground transportation costs (taxies, etc.) would exceed the cost of renting an automobile. Actual expenses supported by receipts will be reimbursed. Comprehensive insurance coverage is always to be ordered when renting vehicles.

c. Other

Other travel by public transportation may be authorized. A receipt must be presented for reimbursement.

## 2. Lodging

The cost of lodging for authorized personnel will be reimbursed based on the standard room rate and submission of all receipts. All lodging rates are governed by the U.S. General Services Administration rates currently effective and employees must search for his/her travel destination using the following website: <http://gsa.gov/portal/content/104877>. Lodging guidelines EXCLUDE taxes and surcharges. Taxes and surcharges are reimbursable.

## 3. Meals

- a. Actual expenses for meals supported by receipts, including tips (not to exceed 20%), will be reimbursed to employees on official travel. Employees should refer <http://gsa.gov/portal/content/101518> for maximum reimbursement rates in selected areas.
- b. Meal expense claims are subject to approval by the employee's supervisor and the Executive Director and shall be submitted in accordance with HRTAC administrative policies.
- c. Meal costs will only be reimbursed by HRTAC in the case of overnight travel. Meal costs incurred during day trips out of the area will not be reimbursed, except for attendance at an authorized breakfast, luncheon, or dinner meeting. No alcoholic beverage charges will be reimbursed.

## 4. Incidental Expenses

Incidental expenses such as ferry, bridge, road and tunnel tolls, conference and convention registration fees, telephone and internet charges, and tips and gratuities will be reimbursed at cost unless otherwise specified in this travel policy.

## B. Travel Vouchers & Authorization

Authorization of the submitted Travel Reimbursement form for reimbursement of travel expenses is approved by the Executive Director HRTAC Travel Reimbursement form.

## C. Travel Reservations & Payment Procedures

### 4. Travel Advance

Employees may obtain an advance of funds to cover the estimated cost of travel expenses by presenting the Travel Authorization to their immediate supervisor and Executive Director with an estimation of needs. Requests must be submitted to Accounting ten (10) business days prior to date needed.

### 5. Personal Credit Card

Employees can use their personal credit card to make the reservation, pay for the room, and all other costs, and request reimbursement immediately upon return to work. The employee will receive a reimbursement check within ten (10) business days of submittal to Accounting, so funds would be available before the credit card bill arrives. All receipts are necessary for the employee to be reimbursed.

#### **D. Reimbursement**

All requests for reimbursement for local travel should be made at the end of each month. Out of town travel reimbursement may be requested upon completion of the trip. If a travel advance has been made, any differences between the amount of the advance and the actual expenses must be settled within five (5) business days after completion of the trip. Requests for reimbursements are made to your immediate supervisor and approved by the Executive Director.

### **XIV. EXTERNAL COMMUNICATIONS**

#### **A. Purpose**

HRTAC seeks to inform their localities, agencies, and residents by engaging in proactive and interactive communications. HRTAC's External Communications Policy recognizes that the most effective and quickest methods to communicate agency policies and activities to the public is by working in partnership with the traditional news media, while also directly communicating with constituents through digital media platforms, such as the website and third-party social media applications. HRTAC has an overriding interest and expectation in deciding what is "spoken" on their behalf to the media/general public and on social media sites, therefore, it is important that all agency communication tools be used in ways that provide clear communication, maximize transparency, maintain the security of the network, and are appropriately professional.

This policy sets guidelines for the establishment and use by the agencies and their employees of communicating with media outlets/general public and for the use of social media sites as a means of conveying significant information to their localities.

#### **4. Definition of Media**

The term "media" refers to all individuals and organizations who maintain print, broadcast, or digital communication vehicles for public consumption. This definition includes:

- a. Newspapers
- b. Magazines
- c. Television
- d. Digital news sites
- e. Websites
- f. E-newsletters

- g. Other vehicles

5. Definition of Social Media

The term “social media” is understood to be content created by individuals, using accessible, expandable, and upgradeable publishing technologies, through and on the Internet. Examples of social media include:

- a. Facebook
- b. Blogs
- c. MySpace
- d. RSS
- e. YouTube
- f. X
- g. LinkedIn
- h. Flickr
- i. Pinterest
- j. Other social networking sites

## **B. Communicating with Media Outlets**

4. Routine Media Requests

A routine request for information from HRTAC is one that seeks basic facts. Calls or visits from the media/public should always be referred immediately to the Executive Director or appropriate employee if the Executive Director is not available. employee will notify the Executive Director of any media request even if it is a routine request. All staff may communicate basic and routine information that is readily available to the public and is in relation to their specific responsibilities. Examples include:

- a. seeking general information about HRTAC programs or projects;
- b. seeking general information about services offered;
- c. or other requests seeking information that is readily available and non-controversial.

5. Non-routine Media Requests

A non-routine request may be of a sensitive or controversial nature and include responses that require the interpretation of policy, employee records, and public record requests for detailed records, legal action, or emergency situations. These types of issues often become headlines in the media and have the ability to become viral online. This provision provides the framework for HRTAC's Executive Director to respond appropriately and as soon as possible to these issues. HRTAC staff shall notify the Executive Director immediately when a sensitive or controversial issue pertaining to operations HRTAC is identified, or when an emergency situation occurs (i.e. those that will have an impact on a large number of residents could potentially generate great media interest and

those that involve high-profile individuals or departments). Immediate notification is critical in order for the Executive Director to prepare for, and to respond to, media inquiries.

Sensitive or Controversial Issues may include, but are not limited to:

- a. issues that may affect HRTAC's public image or citizen confidence;
- b. personnel issue regarding any employee, such as performance evaluation, reasons for termination, reasons for not hiring, or harassment claims;
- c. legal claims or lawsuits filed against HRTAC or any of its employees or agents

Sensitive and controversial issues of interest to the media may be best assessed by asking the following:

- Is the issue a threat, existing or potential, to life, health or property?
- Could the issue likely be interpreted to negatively affect public confidence in/or opinion of HRTAC?
- Is the issue of particular interest to the general public?
- Are there legal ramifications, existing or potential, raised by the issue?
- Has more than one member of the media inquired about the same issue?
- Has someone threatened to go to the media about the issue?
- Is there unusual or inappropriate interest by a person or small group of people about a seemingly routine issue?

## 6. HRTAC Spokespersons

Inquiries from media outlets are given a high priority by HRTAC and should be responded to as quickly and efficiently as possible. Every effort should be made to meet media deadlines and to ensure that all information released is accurate. For commission wide inquiries, the spokesperson, unless previously authorized, will be the Executive Director

## 7. HRTAC Initiated Communications

Proactive media contact is sometimes initiated as a means of notifying the public of important information or upcoming events. This may be through news releases, media advisories, news briefings, news conferences, personal contacts with reporters, etc. Employees will work with the Executive Director and the HRTAC Public Involvement & Title VI Administrator for scheduling media events and/or submission of media releases/advisories. All proposed communications shall be reviewed and approved by the Executive Director before release.

## C. Social Media

### 4. HRTAC Website

- a. The authorized website of HRTAC is [www.hrtac.org](http://www.hrtac.org). The website is to be used as communications, awareness building, and image enhancement tools for the agencies, as well as an online portal for agencies' services. HRTAC should utilize the website as an effective means to communicate with residents and targeted groups, including community leaders and organizations, local and potential businesses, current and potential residents, and employees. The website should highlight HRTAC's accomplishments, educate the community about the role of HRTAC as they relate to local jurisdictions and the community at large, and encourage the public's participation in the agencies' work, as well as serve as a resource for regional data.
- b. The website is coordinated by HRTAC requests for web design work and for posting on the agencies' website will be coordinated between HRTAC and the HRTAC Public Communications Department.
- c. Content should fall within the parameters of agency policies and state and federal law, including copyright laws.
- d. Departments may not develop separate sites with separate web addresses (URLs) without written authorization from the Executive Director.
- e. Links to other websites are limited to government or public agencies; local organizations that receive HRTAC funding; or non-profit websites that have a formal, distinct and project-specific relationship with the agency.

## 5. Social Networking

- a. Official sites for HRTAC through social media and other digital applications carry the same weight as the agencies' official websites and must be treated with the same respect. Emerging online collaboration platforms are fundamentally changing the way local government is able to work and engage with citizens and community partners. Social networking can improve interactivity between government agencies and the public, and often reaches new and different populations from traditional media.
- b. Before a site is created the Executive Director will be consulted to discuss the need for the creation of a site(s) such as Facebook, YouTube, X, MySpace, Blogs, etc. A business case must be provided for the need and for a social networking application. All sites must receive final approval from the Executive Director.
- c. Pages should be set up as the organization's page, not as an individual pages.
- d. No photos, video or documents will be posted to the site without the approval of the Executive Director.

- e. When working in an official capacity while online, employees are still representing HRTAC and must abide by our standards of ethical conduct. Set forth below are several general areas of concern.
  - 1. Do not say anything online that you would not say verbally in your official capacity.;
  - 2. Do not misuse your position for your own gain or to help others inappropriately;
  - 3. Do not endorse any product, service, company, non-profit organization or any other enterprise;
  - 4. Do not divulge non-public information. This includes any information designated as confidential, privileged, or any other type of information that may not be disclosed, even if someone else asks you for it;
  - 5. Do not engage in any partisan political activity;
  - 6. Do not fundraise for any charitable organization.
- f. Where possible, social media pages shall clearly indicate they are maintained by the Commission and shall have the Commission contact information prominently displayed.
- g. Where possible, social media pages should state that the opinions expressed by visitors to the page(s) do not reflect the opinions of HRTAC.
- h. Pages shall clearly indicate that posted comments will be monitored and that the department reserves the right to restrict or remove:
  - 1. Profane, obscene or pornographic language or content or links to such language or content;
  - 2. Solicitation of commerce, including but not limited to advertising of any business or product or sale;
  - 3. Comments in support of, or in opposition to, any political campaigns or ballot measures;
  - 4. Conduct or encouragement of illegal activity;
  - 5. Defamatory or personal attacks;
  - 6. Threats to any person or organization;
  - 7. Conduct that violates any federal, state or local law;
  - 8. Content that promotes, fosters, or perpetuates discrimination on the basis of race, color, creed, sex, age, national origin or ancestry, physical or mental disability, veteran status, parentage, marital status, medical condition, sexual identity, sexual orientation as well as any other category protected by federal, state or local laws'
  - 9. Comments on topics or issues not within the jurisdictional purview of HRTAC.

- i. Contact generated from unknown bloggers or other editors of social media sites or digital news sites should be directed immediately to the Executive Director who will evaluate the media outlet and determine an appropriate response. HRTAC reserves the right to restrict or remove any content that is deemed to be in violation of this communications policy or any applicable law.
- j. HRTAC reserves the right to deny to any employee, social media site access for any violation of the HRTAC External Communications Policy, at any time and, without prior notice.
- k. If comments are positive or negative and in the context to the topic at hand, the content should be allowed to remain, regardless of whether it is favorable or unfavorable to HRTAC.
- l. Like e-mail, communication via agency-related social networking sites is a public record. This means that both the posts of the employee and any feedback by non-employees, including citizens, will become part of the public record.

Because others might not be aware of the public records law, agencies should include the following statement (or some version of it) somewhere on the social networking site: *“Representatives of the Hampton Roads Transportation Accountability Commission communicate via this Web site. Consequently, any communication via this site (whether by a Commission employee or the general public) may be subject to monitoring and disclosure to third parties, including law enforcement.”*

- m. No confidential information shall be posted/transmitted. This includes the prohibiting of posting and/or transmitting of photographs or videos related to agency training, activities, or work-related assignments without express written permission from the Executive Director
- n. The Executive Director has the authority to terminate social media accounts and pages.

#### **D. Records Management & Preservation**

- 4. In the spirit of transparency, account administrators who receive messages through the private message service offered by the social media site shall direct the user to contact them at a public e-mail address maintained by their department. Alternatively, account administrators could reply to the inquiry using their HRTAC e-mail account. All privacy settings to moderate and comments expressing an opposing viewpoint must be allowed. HRTAC will remove comments that are spam, comments that would not be acceptable in a

public forum such as a public hearing, or comments which fall into the categories of removable content listed above.

5. All comments or posts made to HRTAC account walls or pages are public, not private, and are considered a public record under Code of Virginia § 2.2-3704 and will be managed as such.
6. HRTAC must assume responsibility for public records and comply with the retention period set forth in their approved retention and disposition schedule. HRTAC must assign their own schedule of collection and disposal for social networking sites according to the administrative value of the record and permanently retain records with historical value.

## **E. Freedom of Information Act**

The Freedom of Information Act, also known as FOIA, is a federal statute that provides the public with the right to request access to records in the possession of government agencies. FOIA establishes a presumption that records are accessible to the people, except for those records protected from disclosure by any of the nine exemptions contained in the law or by one of three special law enforcement record exclusions. FOIA does not grant an absolute right to examine documents; FOIA establishes the right to request records and to receive a response to the request. If a record cannot be released, the requestor is entitled to be told the reason for the denial. The requester also has a right to appeal the denial and, if necessary, to challenge it in court.

### **4. Virginia FOIA**

The [Virginia Freedom of Information Act \(VFOIA\)](#), § 2.2-3700 et seq. of the Code of Virginia, as amended, guarantees citizens of the Commonwealth and representatives of the media with circulation or broadcasting in or into the Commonwealth access to public records held by public bodies or their officers and employees.

A public record is any writing or recording -- regardless of whether it is a paper record, an electronic file, an audio or video recording, or any other format -- that is prepared or owned by, or in the possession of a public body or its officers, employees or agents in the transaction of public business. All public records are presumed to be open, and may only be withheld if a specific, statutory exemption applies.

The purpose of VFOIA is to promote an increased awareness by all persons of governmental activities. In furthering this purpose, VFOIA requires that the law be interpreted liberally, in favor of access, and that any exemption allowing public records to be withheld must be interpreted narrowly.

HRTAC's VFOIA Policy can be found in Appendix C.

## **F. Personal Use of Media During Working Hours**

Letters to the Editor may not be prepared on Commission time, printed on Commission letterhead, mailed at agency expense or emailed from an agency email address. Responses or letters to the media shall not include the employee's official title or imply that comments are made on behalf of HRTAC. You should include a sentence stating that you are speaking as a private citizen. Similar disclaimers must be given if an employee addresses a public meeting, participates in a radio talk show, or is interviewed for a radio or television program unless the employee is officially representing HRTAC.

## **G. Personal Use of Media Outside of Working Hours**

As a citizen, as well as an employee, you can, of course, use social media in all the same ways as anyone else outside of work hours. It is important to recognize however, that what you publish on the Internet may reflect on your employer. HRTAC employees who use social media for personal purposes should be mindful of the Personnel Manual: *"Any action by an employee that negatively reflects on or otherwise discredits HRTAC(through speech pursuant to official duties, or related to matters of personal interest), or which is a direct hindrance to effective performance of an employee or HRTAC, may result in disciplinary action"*. Therefore, while HRTAC employees are free to express themselves as private citizens on social media sites; such communications should not impair working relationships, impede the performance of duties, impair discipline and harmony among coworkers, or unduly impede the performance and abilities of HRTAC

When using social media, HRTAC personnel should be mindful that their speech becomes part of the worldwide electronic domain. Therefore, adherence to HRTAC's prohibition on harassment and discrimination is strongly recommended in the personal use of social media. Employees who use social media for personal purposes should:

- Use a disclaimer anywhere there may be uncertainty about the capacity in which they are acting. A disclaimer, such as: "The postings on this site are my own and do not represent the views or opinions of my employer" can help protect you;
- Recognize that anything posted on the Internet is there for good. Even if you attempt to delete the post, photo, comment, etc., it is likely that it has been stored in any number of other places. Content posted to the Internet should be thought of as permanent;
- Avoid sharing confidential or otherwise sensitive government material in a personal space. Try and keep your personal online presence and your work online presence separate;
- Respect copyright and fair use;
- Above all, use common sense

For Individuals who hold senior positions, or who work in politically sensitive areas, a disclaimer does not by itself exempt them from special responsibility when posting online. By virtue of their position, these individuals should consider whether personal thoughts they publish may be misunderstood as expressing the positions or opinions of HRTAC. For individuals in positions like this, caution is especially advisable.

## **H. Security Guidelines**

1. From a security standpoint, social media users should be mindful of how to best prevent fraud or unauthorized access to either social media sites or HRTAC electronically shared services. In almost every case where an attacker accesses a system without authorization, they do so with the intent to cause harm. The harm intended may be mild, such as: making unofficial posts, tweets or messages—possibly of an embarrassing nature—that will be seen by the public as official messages, using the compromised site to spread malware, or encouraging users to either click links or download unwanted applications that the attacker has added to the site.
2. In general, users should show caution when interacting with external entities, those both known and unknown to the user. If at all in doubt of the legitimacy of any information sent to you, please avoid linking to external sites.
4. In order to prevent potential harm, users of social networking sites should minimize the amount of information an attacker is likely to gain from a successful attack. For example, individual user IDs and passwords should not be duplicated across multiple sites. In this way, if one site is compromised, the attacker cannot also gain access to other sites for which the user is authorized. For added security, the following guidelines should be adhered to:
  - a. Refrain from adding, installing, attaching or linking to any additional external services or applications that may potentially grant or enable access to the content, information or posts within the Social Media account.
  - b. Use caution when accessing links received from External Entities.
  - c. Exercise caution when utilizing shortened links (links that have been shortened for ease of relaying the original link), as these may lead to a malicious site. Avoid clicking on shortened links. Consider requesting the link be re-sent in another form.
  - d. Be watchful for spoofed emails and/or website (seemingly official-looking communications that lead the user to a malicious website or attempt to solicit the user's personal or financial information)..

- e. If there is ever a breach of computer security that compromises personal information, you must contact the Executive Director immediately, as HRTAC may have a duty to notify the individuals whose information was compromised.

## **I. Policy Violations**

Violation of the standards of this External Communications Policy may result in disciplinary action, up to and including dismissal, as determined by the Executive Director in accordance with the HRTAC Personnel Manual.

This Policy will not be applied in a manner that violates the legal rights of any party pursuant to applicable law.

## **XV. INFORMATION TECHNOLOGY**

HRTAC recognizes that computer workstations and access to the Internet are valuable and useful tools for employees to use in the performance of their daily responsibilities. The efficiency, reliability, and availability of computers and network resources depend largely upon employee cooperation and compliance with IT policies. It is important to protect technology and encourage its appropriate use.

This policy applies to all employees, both regular and temporary, and all contractors, consultants, vendors, interns, volunteers and others who use the resources owned or leased by HRTAC. Employees are required to comply with HRTAC policies, local, state and federal laws and are responsible for using these resources in an appropriate, ethical, and lawful manner.

Appendix C of this Personnel Manual contains the full policy on the use of Information Technology and is designed to assist employees in understanding expectations regarding the use of HRTAC communications resources and electronic equipment. **Employees should understand that they have no right to, or reasonable expectation of, privacy in their use of the Internet or HRTAC's other electronic communication resources, including e-mail. HRTAC reserves the right to monitor and review any employee's access and use of the Internet or other electronic communications resources for any reason at any time.** All electronic messages and other files created on or transmitted through the HRTAC computer network are the property of HRTAC. The employee's signature on the Acknowledgement page of this Personnel Manual indicates that he/she has received, read and agreed to abide by the terms of the policy on Information Technology. Employees who violate this policy will be subject to disciplinary action consistent with the offense, up to and including termination, at the discretion of the Executive Director.

## **XVI. EQUIPMENT & VEHICLES**

### **A. Equipment**

HRTAC has portable computer and video equipment available for use by employees. Employees are responsible for all equipment assigned to him/her. In the event that equipment is lost, damaged or stolen, please report this to the Executive Director. Inappropriate use of agency equipment may result in disciplinary action or termination.

## **XVII. RECORDS RETENTION**

Public records are defined as all writings made, maintained, or kept by HRTAC for use in the exercise of functions required or authorized by law or administrative rule or involving the receipt or expenditure of public funds. Electronic files are treated the same as paper files and, like paper files, are considered to be public records and may be subject to inspections under the Virginia Freedom of Information Act unless they are covered by a specific exemption.

Due to the legal consequences of non-compliance in records retention of all types, HRTAC must retain all records that require temporary and/or permanent retention in hard copy or electronic format according to the subject matter involved. HRTAC follows the records retention and disposition schedules set forth by the Library of Virginia

All incoming original correspondence and copies of outgoing correspondence and related materials are kept in central files. Employees shall not keep original correspondence but shall forward all original correspondence to the Executive Assistant or responsible HRTAC employee to be filed. To assist with proper coding and filing of information, a list of file codes is maintained. Employees may keep copies of correspondence for their personal working files if desired.

Please see the HRTAC Adopted Records Retention Policy incorporated in the Accounting Manual for a guide for determining the retention and destruction of general administrative, personnel, IT, general services and fiscal records of HRTAC. If in doubt, always retain. All employees must retain records and documents in accordance with HRTAC policy and Virginia law. Failure to follow this policy may result in disciplinary action up to and including termination.

## **XVIII. RESIGNATION & TERMINATION**

### **A. Resignation**

A resignation shall be defined as a voluntary separation, initiated by the employee, from employment with HRTAC through written notification. Each employee who voluntarily terminates employment with HRTAC must notify the organization as far in advance as possible of the effective resignation date. The employee shall provide written notice to the Executive Director, stating the effective resignation date, and the reason for termination. The written notice should be delivered by professional employees at least 30 working days prior to the effective date and by nonprofessional employees at least 15 days prior to the effective date. This allows

some time for the recruitment, selection and training of the replacement. All resignation notices shall be sent to the Human Resources Administrator for inclusion in the employee's personnel file.

For other aspects of the resignation policy, including benefits, retirement, etc., see the appropriate sections of this manual.

#### **B. Exit Interviews**

A The Executive Director and/or the Human Resources Administrator will interview an employee who voluntarily terminates his/her employment with HRTAC. The purpose of the exit interview is to gain information to aid HRTAC in developing effective programs to reduce employee turnover and improve employer/employee relations. An exit interview shall be conducted whenever possible when an employee terminates employment for any reason. The interview shall be conducted on or before the employee's last day of work during normal working hours, if possible. The interview shall be confidential and information resulting from exit interviews shall be released only in summary form to the Executive Director to maintain confidentiality.

#### **C. Termination**

Employment is always at-will and may be terminated by either HRTAC or the employee at any time, with or without cause, and with or without notice. The at-will nature of employment at HRTAC cannot be altered by verbal statements or by representations made by persons without authority. Only the Executive Director has the authority to terminate a staff member's employment with HRTAC.

### **XIX. MISCELLANEOUS**

#### **A. Employee Recognition**

As employees reach milestone anniversaries (5, 10, 15, etc., years) the Commission Chairman will recognize their service to the HRTAC. Recognition will be for employees who have reached the landmark anniversaries between the time of the previous year's Annual Meeting and the current year's Annual Meeting.

#### **B. Personnel Records**

Personnel files are under the supervision of the Human Resources Administrator. An employee has the right to review his/her own file for any reason. All files will be reviewed in the office and at the convenience of the Human Resources Administrator. No files will leave the office of the Human Resources Administrator except to be reviewed by a Grievance Review Panel, if a formal grievance is submitted. Employee records will contain the resume, personal reference letters, letter of offer, position descriptions, updated salary increase information, and other official personnel information discussed in this manual and as authorized by the Executive Director. Annual employee evaluations are kept in a separate file but are

available upon request and will be reviewed under the same provisions as all other personnel records.

Supervisors may review the files of any employee under their supervision in the Human Resources Administrator's office.

## **C. Hazardous Weather & Emergency Situations**

The Executive Director has the discretion to close HRTAC offices when a situation exists that endangers life, HRTAC property, involves the safety and welfare of employees or otherwise warrants such action.

### **4. Closure Notifications**

Should the Executive Director authorize the closing of the HRTAC office because of an emergency or inclement weather situation, they will notify employees via phone, text or email to advise whether the office will be opened late or not at all that day.

It is important that all staff members receive notification prior to 6:00 A.M. on days when weather conditions are marginal. If a text is the preferred method of contact, employees must confirm receipt of the text. If notification is not received, assume the office will open on time.

### **5. Closures**

If the Executive Director authorizes the full-day closure of the HRTAC office, employees shall be paid their regular rate of pay for the hours they were scheduled to work.

### **6. Liberal Use of Leave**

If the HRTAC office is open but an employee feels it is unsafe for them to report to work during inclement weather or feels they must leave early due to the onset of hazardous weather conditions, liberal use of leave will be allowed, and staff must use either annual, sick or PTO to cover their absence. Employees may also be required to work remotely that day. Employees must follow the normal procedures set forth in this policy manual.

### **7. Delayed Openings**

If the Executive Director authorizes a delayed opening, employees will receive their regular rate of pay from their regularly scheduled start time until the delayed opening. Employees are expected to report to work when conditions permit safe travel.

If an employee reports to work later than the time of the delayed opening, employees must use leave to cover their absence from the time of the delayed

opening until their arrival. If an employee does not report to work on the day of a delayed opening, employees must use leave to cover their absence from the time of the delayed opening to the end of their scheduled workday.

Employees must follow the normal call-in procedures when absent from work and notify his/her supervisor of their absence. Employees who voluntarily arrive at work prior to offices opening will be paid at their regular rate and will not be paid overtime or given compensatory leave for such time.

#### 8. Early Closure

If the Executive Director authorizes an early closure of HRTAC offices, employees will receive their regular rate of pay from the time of early closure to the end of their regularly scheduled workday. Employees who leave prior to the early closure must use leave from their time of departure to the start of the early closure.

Employees who voluntarily remain at work after early office closure will be paid at their regular rate and will not be paid overtime or given compensatory leave for such time.

#### 9. Employees on Approved Leave

Employees in any pre-approved leave status (i.e., annual, sick, PTO, LWOP, etc.) on the date of a delayed opening or early closure will remain in that status. Employees on pre-approved leave status on the date in which there is a full day closure will not be charged leave for that day. If the leave has been submitted and timesheets have been closed out, such employees will receive a credit for the day.

### **D. Ownership of HRTAC Products and Documents**

All products and documents produced by any staff member in the course of their employment with HRTAC as part of their duties and responsibilities with the organization shall be the property of and owned by the HRTAC.

## XX. Appendices

## **Appendix A**

### **Family Medical Leave Act (FMLA) and Unpaid Leaves of Absence for Employees Who Are Not Eligible for FMLA**

#### **I. INTRODUCTION**

The function of this policy is to provide employees with a general description of the rights and obligations provided for by the FMLA as well as to describe the HRTAC family and medical leave policy for those employees who are not eligible for the FMLA. Employees of the HRTAC may or may not be eligible for FMLA depending on the factors described below. When an employee is not eligible for the FMLA, the employee is nevertheless encouraged to apply for non-statutory unpaid family and medical leave. Under appropriate circumstances at HRTAC's discretion, HRTAC may provide non-statutory unpaid family and medical leave similar to that offered under the statutory FMLA. HRTAC's provision of such benefits to ineligible employees does not alter the at-will nature of the employee's relationship with HRTAC, nor does it entitle the employee to all of the legal rights provided for by the FMLA.

#### **II. FMLA ELIGIBLE EMPLOYEES**

HRTAC provides FMLA leave to eligible employees for qualified absences. To be eligible for FMLA an employee must meet ***all*** of the following conditions:

- A. The employee must have worked for HRTAC for 12 months or 52 weeks. The 12 months or 52 weeks generally need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week;
- B. The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. Generally hours of paid or unpaid leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA; and

If an employee does not meet the eligibility requirements for the FMLA, HRTAC may still grant a request for a non-statutory family and medical leave of absence.

### **III. REASONS FOR FMLA LEAVE**

HRTAC will generally provide eligible employees FMLA leave for the following reasons:

- A. The birth of a child of the employee and in order to care for and bond with such child within one year of birth.

An employee's entitlement to FMLA leave for birth and bonding expires 12 months after the date of birth. Both mothers and fathers have the same right to take FMLA leave for the birth of a child. Birth and bonding leave must be taken as a continuous block of leave unless HRTAC agrees to allow intermittent leave (e.g., allowing a parent to return to work on a part-time schedule).

- B. The placement of a son or daughter with the employee for adoption or foster care and to care for the newly placed child within one year of placement.

FMLA leave may be taken before the actual placement or adoption of a child if an absence from work is required for the placement for adoption or foster care to proceed. For example, the employee may be entitled to FMLA leave to attend counseling sessions, appear in court, consult with his or her attorney or the birth parent's representative, submit to a physical examination, or travel to another country to complete an adoption before the actual date of placement. FMLA leave to bond with a child after placement must be taken as a continuous block of leave unless HRTAC agrees to allow intermittent leave. An employee's entitlement to FMLA leave for the placement of a child for adoption or foster care expires 12 months after the placement.

- C. A serious health condition that makes the employee unable to perform the essential functions of his or her job.

An employee is "unable to perform the functions of the position" where the health care provider finds that the employee is 1) unable to work at all; or 2) unable to perform any one of the essential functions of the employee's position.

An employee who must be absent from work to receive medical treatment for a serious health condition is considered to be unable to perform the essential functions of the position during the absence for treatment.

- D. To care for the employee's spouse, or a son, daughter, or parent who has a serious health condition.

An employee must be needed to provide care for his or her spouse, son, daughter, or parent because of the family member's serious health condition in order for the employee to take FMLA leave. An employee may be needed to provide care to the family member, for example:

- when the family member is unable to care for his or her own medical, safety or other needs, because of the serious health condition or needs help in being transported to the doctor; or
- to provide psychological comfort and reassurance to the family member with a serious health condition

Please see the Human Resources Administrator for definitions of spouse, parent and son/daughter.

E. Any “qualifying exigency” arising out of the fact that the employee’s spouse, son, daughter, or parent is military member on covered active duty.

Qualifying exigencies are situations arising from the military deployment of an employee’s spouse, son, daughter, or parent to a foreign country. Qualifying exigencies for which an employee may take FMLA leave include making alternative child care arrangements for a child of the military member when the deployment of the military member necessitates a change in the existing child care arrangement; attending certain military ceremonies and briefings; taking leave to spend time with a military member on Rest and Recuperation leave during deployment; or making financial or legal arrangements to address a covered military member’s absence; or certain activities related to care of the parent of the military member while the military member is on covered active duty. An employee may take qualifying exigency leave for the deployment of a son or daughter of any age.

F. To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member (military caregiver leave).

Eligible family members of both current service members and certain veterans are entitled to military caregiver leave.

HRTAC may also grant requests for a non-statutory family and medical leave of absence to employees who are not eligible for the FMLA. Employees making such requests should generally follow the procedures set forth in this policy.

#### **IV. Amount of Leave Available to Eligible Employees under the FMLA**

An eligible employee can take up to 12 weeks for FMLA circumstances under this policy during any 12-month period. HRTAC will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, HRTAC will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave and the balance remaining is the amount the eligible employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA circumstance (military caregiver leave) during a single 12-month period. For this military caregiver leave, HRTAC will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

Where HRTAC provides family and medical leave to ineligible employees, the agency will generally (at its discretion) provide a similar amount of leave as would be available for eligible employees.

## **V. NOTICE BY EMPLOYEES**

All employees requesting FMLA leave or non-statutory family and medical leave must complete the Request for FMLA Leave form and provide notice of the need for the leave to the employee's direct supervisor, Human Resources Administrator and Executive Director. Once the request is received, HRTAC will provide the employee with a Notice of Eligibility and Rights within five business days after the employee provides sufficient notice

When leave for planned medical treatment is necessary, employees are required to schedule treatment in order to not unduly disrupt operations, if possible.

An employee using either type of leave is required to report to their supervisor and the Human Resources Administrator any changes in the employee's contact information, including any temporary change in address and telephone number, occurring during use of either type of leave. Employees may also be required to report periodically on the employee's status and intent to return to work.

When the need for the leave is foreseeable, the employee must provide HRTAC with at least 30 days' notice. When an employee becomes aware of a need for either type of leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA or non-statutory family and medical leave is not foreseeable, the employee must comply with HRTAC's usual and customary notice and procedural requirements for requesting leave.

The employee's notice should state the anticipated timing and duration of the leave. Any changes in the timing and duration should be promptly reported in writing to the employee's supervisor and the Human Resources Administrator.

## **VI. MEDICAL CERTIFICATION**

### **A. Certification of a Serious Health Condition**

HRTAC may require medical certification for any leave based on a serious health condition. If requested, the employee must provide this medical certification as soon as possible and no later than within 15 days of the request, absent special circumstances. Failure to provide certification may result in a denial of continuation of leave.

If an employee is seeking FMLA leave, HRTAC has a right to and may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. HRTAC will not use the employee's direct supervisor for this contact. Before HRTAC makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, HRTAC will obtain the employee's permission for clarification of individually identifiable health information.

### **B. Certification of Qualifying Exigency for Military Family Leave**

HRTAC will require certification of the qualifying exigency for military family leave under the FMLA. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

### **C. Certification for Serious Injury or Illness of Covered Service Member for Military Family Leave**

HRTAC will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

### **D. Recertification**

If an eligible employee has been granted FMLA leave based on a serious health condition or has been granted non-statutory family and medical leave, HRTAC may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days and only when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. HRTAC may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA or family and medical absence. HRTAC may provide the employee's health care provider with the employee's attendance

records and ask whether the need for leave is consistent with the employee's serious health condition.

## **VII. THE HRTAC'S DESIGNATION OF FMLA OR NON-STATUTORY FAMILY AND MEDICAL LEAVE**

Generally, within five business days after the employee has submitted an appropriate and sufficient certification form, HRTAC will complete and provide the employee with a written response to the employee's request for FMLA leave, or for non-statutory family and medical leave.

## **VIII. APPLICATION OF VACATION AND SICK LEAVE**

HRTAC will require employees to apply vacation, sick, and/or PTO leave concurrently to leave taken under this policy. Upon request, HRTAC will allow an employee on FMLA to retain up to 40 hours of accrued leave. In addition, employees should understand that family and medical leave, if applicable, runs concurrently during absences associated with claims for workers compensation or disability. In any case, for eligible employees the combination of paid leave and unpaid FMLA leave may not exceed twelve (12) weeks in any twelve-month period or 26 weeks in any twelve-month period for military caregiver leave. This twelve-month period is a rolling period to be measured backward from the date an employee uses any family and medical leave. Generally, FMLA leave is consumed in eight-hour increments, although an employee may have a right to take such leave in smaller increments or intermittently.

After 12 weeks, if an employee is no longer eligible for FMLA yet continues to require leave for any qualifying event outlined in Section III of this policy, AND continues to maintain accrued leave, the employee may request continued leave as outlined in the HRTAC annual, sick and PTO leave policy. All such requests must be made in writing, approved by the Executive Director, and forwarded to the Human Resources Administrator for inclusion in the employee's personnel file.

Generally, an employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by HRTAC's sick leave policy) prior to being eligible for unpaid leave. These rules may also apply to similar leave granted under HRTAC's non-statutory family and medical leave policy.

## **IX. BENEFITS WHILE ON LEAVE**

Eligible employees on FMLA leave retain previously accumulated benefits while on leave and will continue to accrue leave benefits while on paid leave. However, benefits during an unpaid period of absence, including vacation, sick and PTO leave, will cease to accrue until the employee returns to work. Coverage under any group health insurance plan continues during leave. If the employee normally pays all or part of the

premiums for such benefits (including payment via payroll deduction), the employee must arrange for continued payment of such premiums during the period of unpaid family medical leave. HRTAC will continue to pay the employee's Optional Life Insurance benefit during unpaid FMLA leave.

If an employee chooses not to return to work for reasons other than a continued serious health condition, HRTAC will require the employee to reimburse HRTAC for the amount it paid for the employee's health insurance premium during the leave period.

## **X. RETURN TO WORK**

HRTAC complies with the FMLA and endeavors to place eligible employees returning from FMLA in their former position or in a position comparable in status and pay, subject to budgetary restrictions, HRTAC's need to fill vacancies, the ability of HRTAC to find qualified temporary replacements, and other considerations of HRTAC. Before being permitted to return from family and medical leave, the employee will be required to present the organization with a certification from their treating physician indicating that they are capable of returning to work and performing the essential functions of their position, with or without reasonable accommodation.

Ineligible employees who are on any form of family and medical leave, whether paid or unpaid, remain at-will employees.

## **Appendix B**

### **Information Technology**

#### **I. Introduction**

For purposes of this policy, references to the internet apply to use of both the internet and e-mail. References to electronic communications include messages that are transmitted or stored via computer, e-mail, or other similar devices provided by HRTAC. This policy applies to all employees, both regular and temporary, and all contractors, consultants, vendors, interns, volunteers and others who use the resources owned or leased by HRTAC. All employees are required to comply with HRTAC policies, local, state and federal laws and are responsible for using these resources in an appropriate, ethical, and lawful manner.

#### **II. Purpose**

The purposes of this IT policy are to:

- Establish appropriate behavior and awareness of acceptable IT business practices;
- Assist staff in the operation of IT systems in a secure manner;
- Assist management in the implementation and configuration of secure information-handling systems; and,
- Determine that IT policies and practices of HRTAC are followed by employees.

#### **III. Enforcement**

HRTAC considers violations of IT policy a matter of serious concern and will act to enforce the policy.

##### **A. Monitoring:**

In order to assess and maintain efficiency and security, HRTAC engages in general, system-wide monitoring of its electronic data resources, as well as any other stored or transmitted information created or received by employees on the agency's electronic data resources. Use of HRTAC electronic data resources may be viewed, recorded, logged, and stored along with the source and destination. HRTAC reserves the right to disclose any such information to supervisors as well as others outside HRTAC, unless exempted by law.

1. HRTAC has the right to view employee's use and usage patterns, and to take appropriate action to maintain the security of its electronic data resources and

to assure agency resources are used to promote the highest levels of productivity.

**HRTAC reserves the right to monitor and review an employee's access, usage and usage patterns at any time.**

2. Supervisors may request an employee's use of HRTAC's electronic data resources be monitored. All requests must be in writing, state the reason for additional monitoring and be directed to the Executive Director. Requests may be made for the following purposes and any other purposes legitimately related to the transaction of HRTAC business:
  - a. to determine compliance with this policy;
  - b. to evaluate the efficiency, quality, or productivity of HRTAC services;
  - c. to evaluate the achievement of service goals;
  - d. to investigate activities that are indicative of attempts to compromise the security of HRTAC electronic data resources;
  - e. to investigate reasonably suspected misconduct and/or violations of HRTAC policies and/or violations of law;
  - f. to comply with a law, regulation, court order or for other legitimate governmental purpose.

## **B. Filtering**

Employee access to internet sites may be blocked when such access is: (1) not reasonably related to an employee's official duties and responsibilities; (2) inconsistent with law or HRTAC policy; or (3) for any other legitimate reason or concern that is inconsistent with an employee's responsibilities or mission and goals of HRTAC.

## **IV. Privacy**

**Employees shall have no expectations of privacy regarding their use of the HRTAC system or that any matter, data, equipment, or information created, stored, printed, copied, sent or received using the HRTAC electronic resources is the employee's personal property. Internet related activity, including the identity of each user and the sites visited by each user may be recorded.**

## **V. Usage**

HRTAC recognizes workstations and access to the Internet are valuable and useful tools for employees to use in the performance of their daily responsibilities. Internet access is intended for HRTAC business purposes. Employees are responsible for using the internet in a responsible, ethical, and legal manner. Employees are allowed access to Facebook, YouTube, Twitter, as well as other social networking sites as long as it is used for business, educational, or project research. Inappropriate use may result in revocation of the privilege and may include disciplinary action. Employees shall not create proxies in an attempt to circumvent any web filtering appliances. Log files are subject to inspection and audit at any time.

### **A. Acceptable Use (Not all inclusive)**

1. Work directly related to the mission or work task of the employee's assignment;
2. Research, analysis, and/or professional society activities related to local, regional, state, or federal government work, tasks, and duties;
3. Training or education;
4. Announcement of new laws, procedures, policies, rules, services, programs, information, or activities;
5. Use or interaction with folders or files, as necessary, to store messages or documents that may need to be retrieved later. (Employees are responsible for ensuring their electronic files and folders are kept to a minimum to avoid burdening system resources);
6. Personal use of HRTAC electronic data resources is permitted for reasonably brief periods of time, during an employee's rest or break periods or during other periods of time when the employee is not expected to be actively performing his/her official duties. Employees who engage in personal use of HRTAC electronic data resources beyond that permitted herein may have their access revoked, and may be subject to disciplinary action.

### **B. Prohibited Uses (Not all inclusive)**

Employees who are entrusted with any HRTAC facilities or equipment, including, but not limited to, computers, e-mail, internet, telephone and voicemail systems, are prohibited from using any such assets for an improper purpose. Improper purpose and use includes, but is not limited to:

1. Violations of a person's rights of privacy or publicity;
2. Accessing, displaying, viewing, listening, archiving, storing, distributing, editing or recording of obscene, pornographic, or sexually explicit material;
3. Personal use of any equipment that interferes with an employee's productivity and job performance;

4. Unauthorized disclosure of personal and/or confidential information including but not limited to personal contact information, medical information, social security numbers, bank account numbers, etc.;
5. Solicitation;
6. Any transaction that would result in violations of the laws of the United States, Commonwealth of Virginia, or the City of Chesapeake;
7. Sending, receiving, soliciting, printing, copying, or replying to texts or images that disparage others based on their race, religion, color, sex, sexual orientation, national origin, veteran status, disability, ancestry, age or other protected classification;
8. Use of the internet to download entertainment software games or play games against opponents including, but not limited to online gambling, online poker, online bingo, online sporting-betting and online casinos;
9. Sending, receiving soliciting, printing, copying, or replying to messages that are maliciously disparaging or defamatory;
10. Spreading gossip, rumors, and innuendos about employees, clients, suppliers, or other outside parties;
11. Sending, receiving, soliciting, printing, copying, or replying to messages or images that contain foul, obscene, off-color, or adult oriented language;
12. Sending, receiving, soliciting, printing, copying, or replying to messages or images intended to alarm others, embarrass the organization, negatively affect employee productivity or harm employee morale;
13. Installing or attaching any personally purchased software, hardware or non-business software on workstations or any HRTAC computer, PDA, or IT hardware without prior approval from the Executive Director;
14. Copying or sending copies of documents in violation of copyright laws;
15. Use of the Internet to disrupt any discussion group, mailing list or newsgroup with frivolous, vulgar, or repetitious postings by posting a binary, or excessively large, unrelated text file or posting articles that are off-topic according to the charter or other public statement of the forum;
16. Downloading and using personal, computer-grade Instant Messaging software (ex; AOL Instant Messenger, Yahoo, MSN) to transmit IM via the public internet;
17. Use of the internet or HRTAC computer resources to threaten others; intercept e-mail; infiltrate a computer or computing system (e.g., hacking); interfere, clog, or damage the performance, files, data, or software components of a computer or computer system. This includes, but is not limited to: the introduction of malicious code (e.g., creating or propagating viruses, worms, Trojan horses, etc.), disruption of services (e.g., network sniffing, pinging floods, packet spoofing, denial of service attacks, etc.) port or security scanning, damaging files, or to attempt any of the foregoing, is prohibited;

18. Use of computer program(s) to decode or attempt to decode passwords or encrypted information, or to circumvent or attempt to circumvent security or access controls;
19. Misrepresenting, under any circumstances, an employee's true identity;
20. Using another person's User ID(s) and password(s);
21. Disclosing passwords to family members or other persons and/or allowing other persons to access any of HRTAC's electronic data resources;
22. Accessing encrypted, secured, or another individual's data without authorization;
23. Developing or running personal websites on HRTAC's electronic data resources;
24. Altering or reconfiguring any software or hardware of the organization electronic data resources without express authorization of the Executive Director;
25. Sending non-business mail (junk mail) to mailing lists, or to all users, including but not limited to personals, items for sale, pets for sale/adoption, chain emails, and petitions;
26. Creating, copying, installing, or using any software or data files on an HRTAC electronic device in violation of any applicable copyright or license, or without authorization from the Executive Director;
27. Monopolizing systems, overloading networks, or wasting computing resources (e.g., computer time, connect time, over-the-wire modeling, disk space, paper, etc.);
28. Using HRTAC electronic data resources for profit or non-profit activities, including advertising and political purposes that are not work-related;
29. Using HRTAC electronic data resources to purchase, obtain, or offer products or information for HRTAC purchases except as authorized under normal Purchasing Procedures;
30. Connecting privately owned electronic devices to HRTAC electronic data resources, installing personal software on any HRTAC electronic device, or loading HRTAC software on an individual's personal electronic device without permission of the Executive Director;
31. Giving the impression that one is representing, giving opinions, or otherwise speaking on behalf of HRTAC unless expressly authorized to do so by the Executive Director. Where appropriate and/or when necessary to avoid such impression, the following explicit disclaimer shall be used for communications transmitted by the HRTAC electronic mail system:

*"The opinions or statements expressed herein are my own and should not be taken as a position, opinion, statement, or endorsement of the Hampton Roads Transportation Accountability Commission."*

It is impossible to conceive of every possible action that may be in violation of the standards and policies in this manual. As a result, conduct will be reviewed and may be deemed to be in violation of this manual after a full review by the Executive Director. Conduct in violation of this manual will result in disciplinary action up to and including termination.

## **VI. Ownership**

All components of HRTAC electronic data resources, including but not limited to, electronic devices and other hardware, all applications, programs and data of every kind and description created, stored or transmitted by employees using the HRTAC's electronic data resources, are the sole property of HRTAC. Employees have no expectation that any matter, data or information created, stored, printed, sent or received using HRTAC's electronic resources is considered personal property.

## **VII. Confidential, Proprietary, and Personal Information**

Unless an employee's job function or responsibilities require, or authorized by the Executive Director, employees are prohibited from using email to transmit confidential or proprietary information to outside parties, including through an employee's personal, non-work email account. Employees may not access, send, receive, solicit, print, copy, or reply to confidential or proprietary information about the organization, employees, clients, suppliers, and other business associates. Confidential information includes but is not limited to client lists, credit card numbers, Social Security numbers, employee performance reviews, salary details, passwords, and information that could embarrass HRTAC and its employees were it to be made public.

## **VIII. Anti-Virus**

Due to today's internet-based environment, workstations, servers, and networks are exposed to malicious code. Viruses, worms, and Trojans all pose a threat to HRTAC information systems. Virus scanning programs monitor workstations and servers for any form of malicious code.

HRTAC currently maintains hardware appliances and software to scan e-mail and block internet traffic from virus-producing sites. Currently, a two-tier virus protection program; one at our perimeter, and another at the workstation level. All workstations, laptops, and servers will maintain virus-scanning software that is installed and maintained by. All virus software will be updated as new virus signature files are released. Employees shall not knowingly store, copy, save, or transmit virus-infected files on HRTAC property. Because viruses may hide in executable programs, software should not be downloaded. Peer-to-Peer (P2P) applications that share files or allow access to HRTAC owned computers are not permitted.

Employees shall not disable virus-scanning programs.

Any employee who disables virus-scanning programs will be in violation of policy and will be subject to disciplinary actions up to and including termination.

## **IX. E-mail**

The HRTAC email system is subject to the Virginia Freedom of Information Act. Certain electronic communications using the HRTAC email system may be subject to disclosure as "public records" and copies of messages and attachments can be requested by citizens or the media. Employees shall be responsible for maintaining files and communications consistent with the Records Retention policy of HRTAC.

Employees should use email with the knowledge that HRTAC may from time to time monitor email communications, except messages protected under state or federal law. It is not the policy of HRTAC to regularly monitor the contents of email communications. HRTAC will refrain from accessing an employee's email unless its reasons for doing so are consistent with the need for security, supervision, operational maintenance, or efficiency in the workplace. All monitoring activity shall be approved in advance by Executive Director.

Electronic Mail (email) is to be used for HRTAC business purposes. All e-mail messages are the property of HRTAC and subject to review by authorized personnel. Staff cannot expect a right to privacy when using the organizations e-mail system. HRTAC reserves the right to access any user's system and the information stored therein, and employees should not consider any of the materials transmitted via network resources or stored in network resources to be private.

Incoming and outgoing email messages are not private. Employees should take particular caution to carefully screen any personal e-mail received from other sources before deciding to forward such messages within or outside HRTAC. Sending, knowingly receiving, viewing, downloading, or displaying material that might reasonably be determined unlawful or inappropriate, including obscene or pornographic material, is not permitted.

The internet and other HRTAC electronic communications may not be used to send unsolicited bulk email, or otherwise unsolicited messages where the recipient objects to the content of the message or to the receipt of the message in general. No email or other electronic communications may be sent that hides the identity of the sender or that represents the sender as anyone other than the actual sender.

Individual encryption systems that bypass the email server's virus-checking capability are not authorized on HRTAC workstations. Employees assume responsibility for the content of any message he or she chooses to send, regardless of who originally created the content. Jokes and other messages that contain content that might reasonably be viewed by another person as offensive or discriminatory may not be circulated using

the HRTAC resources. Employees shall promptly disclose to their supervisor any message they believe contains inappropriate content.

Email services shall not be used for purposes that could reasonably be expected to cause, directly or indirectly, excessive strain on the email system or unwarranted or unsolicited interference with others' use of email or the email system. Email is subject to the policies concerning other forms of communication as well as other applicable policies including, but not limited to, confidentiality, conflict of interest, general conduct and sexual harassment. The Executive Director shall evaluate the appropriate use of network resources in HRTAC.

## **X. Wireless Access**

HRTAC wireless access system is for business use only. Business use includes, but is not limited to, use by clients, guests, visitors and vendors, as well as Skype and Polycom video conferencing, and the remote testing of the HRTAC primary network.

## **XI. Bring Your Own Device (BYOD)**

HRTAC grants its employees the privilege of purchasing and using their personal smartphones and tablets at work for their convenience. HRTAC reserves the right to revoke this privilege if an employee does not abide by the policies and procedures outlined below. This policy is intended to protect the security and integrity of HRTAC data and technology infrastructure. Limited exceptions to the policy may occur due to variations in devices and platforms.

Employees must agree to the terms and conditions set forth in this policy in order to connect personal devices to the HRTAC wireless router to gain access to the internet.

### **A. Acceptable Use**

1. Acceptable business use is defined as activities that directly or indirectly support the business of HRTAC;
2. Acceptable personal use on HRTAC time is defined as reasonable and limited personal communication or recreation, such as reading, personal emails, listening to music, or game playing, as long as this is done via the employee's carrier and not conducted over the HRTAC wireless router to gain access to the internet;
3. Because most mobile devices now have cameras and/or video capabilities, discretion with recording images is highly encouraged;
4. Devices may not be used at any time to:
  - a. store or transmit illicit images;

- b. harass others;
- c. engage in outside business activities.

## **B. Reimbursement**

HRTAC will not reimburse employees for the cost of their personal device, monthly reoccurring service costs, long distance or roaming charges, or any associated maintenance plans or contracts the employee may enter in to unless approved in advance by the Executive Director.

## **C. Mobile Device Security**

In order to prevent unauthorized access, personal devices should be password protected using the features of the device regardless whether the phone is connected over the carrier's network, or HRTAC wireless LAN.

1. Rooted (Android) or jailbroken (iOS) devices are strictly forbidden from accessing the network.
2. The employee's device may be remotely wiped if:
  - a. the device is lost or stolen;
  - b. the employee terminates employment with HRTAC;
  - c. IT detects a data or policy breach, virus or similar threat to the security of HRTAC data and technology infrastructure.

## **D. Risks/Liabilities/Disclaimers**

1. HRTAC will take every precaution to prevent the employee's personal data from being lost in the event it must wipe or remote wipe a device; however, it is the employee's responsibility to take additional precautions, such as backing up email, contacts, etc.
2. HRTAC reserves the right to disconnect devices or disable services without notification.
3. Lost or stolen devices must be reported to the Executive Director within 24 hours. Employees are responsible for notifying their carrier immediately upon loss of a device.
4. Employees are expected to use his or her device in an ethical manner at all times and adhere to the HRTAC acceptable use policy.
5. The employee is responsible for all costs associated with his or her device.
6. The employee is responsible for the physical security and location of their device.

7. The employee assumes full liability for risks including, but not limited to, the partial or complete loss of company and personal data due to an operating system crash, errors, bugs, viruses, malware, and/or other software or hardware failures, or programming errors that render the device unusable.

HRTAC reserves the right to take appropriate disciplinary action up to and including termination for noncompliance with this policy.

## **XII. Intellectual Property**

The majority of software for use on HRTAC workstations is protected by federal copyright laws and is generally protected by a license agreement between the purchaser and the software owner. The software provided by HRTAC shall only be used on computing equipment as specified in the software license(s). Employees, clients and contractors shall not copy or reproduce any licensed software on HRTAC equipment, except as expressly permitted by the software license. Unauthorized copies of software shall not be installed on HRTAC-owned equipment. Employees may not send or otherwise provide to any other person any software licensed to HRTAC or data owned or licensed by HRTAC without explicit authorization from the Executive Director.

No software may be installed, copied, or used on HRTAC computer systems except as permitted by the owner of the software and by law and approved by the Executive Director. Unauthorized use of copyright protected material (including, but not limited to, graphic images, movies, music, and software) is a serious matter and is a violation of federal law. Employees who reproduce and/or distributes copyrighted materials without written permission and in excess of "fair use" may be at risk for the penalties associated with copyright infringement. Employees shall not download or store any software on HRTAC owned workstations or servers, for which the organization does not have a valid license. HRTAC prohibits the illegal use of software and/or violations of software license agreements.

## **XIII. Security**

Employees shall respect the integrity of the HRTAC computer systems and electronic information. Employees shall not wrongfully modify or access files, documents, passwords, or data that belong to other users or misrepresent oneself by accessing or using another's system or individual account. HRTAC maintains a variety of resources (firewall, filtering, monitoring, virus protection, etc.) to protect agency workstations, users, and data. Employees shall not attempt to disable, defeat, or circumvent any HRTAC security appliance or facility. Employees may not use any encryption device or other security protection device on agency resources without written authorization from the Executive Director.

Entering information in a computer or database that is known to be false and/or unauthorized, or altering an existing database, document, or computer disk with false and/or unauthorized information is prohibited.

Making any modification to HRTAC computer equipment, systems files, or software without specific authorization is prohibited. Modification includes the installation of any software on any HRTAC equipment.

The Executive Director may request an employee's password and access to an employee's account.

#### **XIV. Electronic Media Destruction**

In order to meet confidentiality and privacy requirements all electronic storage media (i.e., floppy disks, optical (CD-ROM/RW/DVD, etc.), thumb drives, tape, hard drives, Zip disks, embedded memory systems (routers, PDA, key fobs, smart cards, etc.), shall be erased or destroyed before any transfer or disposal of equipment occurs. Media that contains sensitive data (privacy, financial or personal health information) shall be destroyed before disposal by one of the following means:

1. Degaussing;
2. Shredding (physical or electronic);
3. Physical destruction/ impairment beyond reasonable use

In addition to disciplinary actions outlined in this Personnel Manual, disclosure of sensitive, personal, private, confidential or proprietary information may result in civil and criminal penalties.

#### **XV. Employee Responsibilities**

Employees are vital frontline defenders of the integrity of HRTAC's electronic data resources. Security of electronic data resources is the responsibility of all employees. Therefore, all employees having access to HRTAC's electronic data resources shall:

- A. Cooperate in the ongoing task of preserving and protecting the HRTAC electronic data resources.
- B. Maintain the confidentiality of their assigned User ID(s) and Password(s). All employees will be held personally accountable for all activities logged to their User ID(s) and Password(s) on the activity logs and violation reports.
- C. Be responsible for visitors, clients, or vendors to whom they grant access to system resources.

D. Abide by this policy by encouraging compliance by fellow employees, reporting violations, and pointing out areas in which this IT policy may be improved.

By their signature of the Acknowledgement page of the Personnel Manual, employees assert that they have read and understand the HRTAC policy on Computer Resources, Internet, and Electronic Communications.

## **XVI. Conservation of Resources**

PCs, monitors, and peripheral devices (such as devices that use wall chargers) should be turned off when not in use or if the user will remain away from their workstation for a substantial length of time. Power settings should be set to create a usable balance between conservation and productivity. All workstations are to be turned off when leaving for the day.

HRTAC requests that employees understand the associated costs of supplies as well as the environmental impact, when possible please print to the PDF format or email as needed.

## **XVII. Penalties for Violation**

Employees should understand that violations of these policies may not only subject them to disciplinary action within HRTAC, but may expose them to civil and/or criminal action. HRTAC will cooperate with the inquiries of any legitimate law enforcement authority relating to employee use of the Internet or other HRTAC computer resources.

## Appendix C

### Virginia Freedom of Information Act Policy

The Virginia Freedom of Information Act (VFOIA), located § 2.2-3700 et seq. of the Code of Virginia, guarantees citizens of the Commonwealth and representatives of the media with circulation or broadcasting in or into the Commonwealth access to public records held by public bodies or their officers and employees.

The purpose of VFOIA is to promote an increased awareness by all persons of governmental activities. In furthering this purpose, VFOIA requires that the law be interpreted liberally, in favor of access, and that any exemption allowing public records to be withheld must be interpreted narrowly.

A public record is any writing or recording -- regardless of whether it is a paper record, an electronic file, an audio or video recording, or any other format -- that is prepared or owned by, or in the possession of a public body or its officers, employees or agents in the transaction of public business. All public records are presumed to be open, and may only be withheld if a specific, statutory exemption applies.

#### **Your VFOIA Rights**

- You have the right to request to inspect **or** receive copies of public records, or both.
- You have the right to request that any charges for the requested records be estimated in advance.
- If you believe that your VFOIA rights have been violated, you may file a petition in district or circuit court to compel compliance with VFOIA. Alternatively, you may contact the VFOIA Advisory Council for a nonbinding advisory opinion.

#### **Making a Request for Records from HRTAC**

- You may request records by U.S. Mail, fax, e-mail, in person, or over the phone. VFOIA does not require that your request be in writing, nor do you need to specifically state that you are requesting records under VFOIA. From a practical perspective, it may be helpful to both you and HRTAC to put your request in writing. This allows you to create a record of your request. It also gives HRTAC a clear statement of what records you are requesting, so that there is no misunderstanding over a verbal request. However, HRTAC cannot refuse to respond to your VFOIA request if you elect to not put it in writing.
- Your request must identify the records you are seeking with "reasonable specificity." This is a common-sense standard. It does not refer to or limit the volume or number

of records that you are requesting; instead, it requires that you be specific enough so HRTAC can identify and locate the records that you are seeking.

- Your request must ask for existing records or documents. VFOIA gives you a right to inspect or copy **records**; it does not apply to a situation where you are asking general questions about the work of HRTAC nor does it require HRTAC to create a record that does not exist.
- You may choose to receive electronic records in any format used by HRTAC in the regular course of business.
- If HRTAC has questions about your request, please cooperate with staff to clarify the type of records that you are seeking, or to attempt to reach a reasonable agreement about a response to a large request. Making a VFOIA request is not an adversarial process, but HRTAC may need to discuss your request with you to ensure that we understand what records you are seeking.

**To request records from HRTAC you may direct your request to Jennifer Hodnett, 723 Woodlake Drive, Chesapeake, VA 23320, (757) 420-8300, (757) 523-4881 (Fax), [jhodnett@hrtac.org](mailto:jhodnett@hrtac.org). You may also contact her with questions you have concerning requesting records from HRTAC. In addition, the Virginia Freedom of Information Advisory Council is available to answer any questions you may have about VFOIA. The Advisory Council may be contacted by e-mail at [foiacouncil@dls.virginia.gov](mailto:foiacouncil@dls.virginia.gov), or by phone at (804) 225-3056 or [toll free] 1-866-448-4100.**

### **HRTAC Responsibilities in Responding to Your Request**

- HRTAC must respond to your request within five working days of receiving it. "Day One" is considered the day after your request is received. The five-day period does not include weekends or holidays.
- The reason behind your request for public records from HRTAC is irrelevant, and you do not have to state why you want the records before we respond to your request. VFOIA does, however, allow HRTAC to require you to provide your name and legal address.
- VFOIA requires that HRTAC make one of the following responses to your request within the five-day time period:
  - 1) Provide you with the records that you have requested in their entirety.
  - 2) Withhold all of the records that you have requested, because all of the records are subject to a specific statutory exemption. If all of the records are being withheld, HRTAC must send you a response in writing. That writing must identify the volume and subject matter of the records being withheld, and state

the specific section of the Code of Virginia that allows the records to be withheld.

- 3) Provide some of the records that you have requested but withhold other records. HRTAC cannot withhold an entire record if only a portion of it is subject to an exemption. In that instance, a portion of the record withheld may be redacted, and you must be provided with the remainder of the record. HRTAC must provide you with a written response stating the specific section of the Code of Virginia that allows portions of the requested records to be withheld.
- 4) Inform you in writing that the requested records cannot be found or do not exist. However, if HRTAC has knowledge of another public body that has the requested records, HRTAC must include contact information for the other public body in our response to you.
- 5) If it is practically impossible for HRTAC to respond to your request within the five-day period, a written statement will be sent to the requester, explaining the conditions that make the response impossible. This will allow HRTAC seven additional working days to respond to your request, giving HRTAC a total of 12 working days to respond to your request.

- If you make a request for a very large number of records, and HRTAC feels it cannot provide the records to you within 12 working days without disrupting other organizational responsibilities, HRTAC may petition the court for additional time to respond to your request. However, VFOIA requires that HRTAC make a reasonable effort to reach an agreement with you concerning the production of the records before soliciting the court to ask for more time.

## **Costs**

- A public body may make reasonable charges not to exceed its actual cost incurred in accessing, duplicating, supplying, or searching for the requested records. No public body shall impose any extraneous, intermediary, or surplus fees or expenses to recoup the general costs associated with creating or maintaining records or transacting the general business of the public body. Any duplicating fee charged by a public body shall not exceed the actual cost of duplication. All charges for the supplying of requested records shall be estimated in advance at the request of the citizen as set forth in subsection F of § 2.2-3704 of the Code of Virginia.
- You may have to pay for the records that you request from HRTAC. VFOIA allows requesters to be charged for the actual costs of responding to VFOIA requests. This would include items like staff time spent searching for the requested records, copying costs, or any other costs directly related to supplying the requested records. It cannot include general overhead costs.

- If the cost estimate is over \$200.00 to respond to your request, HRTAC may require you to pay a deposit, not to exceed the amount of the estimate, before proceeding with your request.
- The five days that HRTAC has to respond to your request does not include the time between when a deposit is requested and when you respond.
- You may request an estimate in advance of the charges for supplying the records that you have requested. This will allow you to know about any costs up front, or give you the opportunity to modify your request in an attempt to lower the estimated costs.
- If money is owed from a previous VFOIA request that has remained unpaid for more than 30 days, HRTAC may require payment of the past-due bill before it will respond to your new VFOIA request.

### **Types of Records**

The following is a general description of the types of records held by HRTAC:

- Personnel records concerning employees and officials of HRTAC;
- Records of contracts into which HRTAC has entered; and
- Organizational correspondence authored or received by HRTAC.

If you are unsure whether HRTAC has the record(s) you seek, please contact Jennifer Hodnett, 723 Woodlake Drive, Chesapeake, VA 23320, (757) 420-8300, (757) 523-4881 (Fax), [jhodnett@hrtac.org](mailto:jhodnett@hrtac.org).

### **Commonly Used Exemptions**

The Code of Virginia allows any public body to withhold certain records from public disclosure. HRTAC commonly withholds records subject to the following exemptions:

- Personnel records (§ 2.2-3705.1(1) of the Code of Virginia)
- Records subject to attorney-client privilege (§ 2.2-3705.1(2)) or attorney work product (§ 2.2-3705.1(3))
- Vendor proprietary information (§ 2.2-3705.1(6))
- Records relating to the negotiation and award of a contract, prior to a contract being awarded (§ 2.2-3705.1(12))

## **Appendix D**

### **Telework Policy**

In recognizing the changing nature of the work performed environment, HRTAC is focusing on ways to increase employee productivity and efficiency while helping employees achieve a successful work-life balance. The HRTAC allows telework for qualifying employees to support a productive and performance-driven workplace. Telework provides advantages to the employee (reduced travel time, reduced costs such as gas, and increased job satisfaction), to the organization (continuity during times of emergency, reduced turnover, attracting a highly qualified workforce) and to society as a whole (reduced traffic congestion, improved air quality and energy conservation).

#### **I. Scope & Definition**

Telework is a work arrangement that is discretionary on the part of HRTAC management on a case-by-case basis and voluntary on the part of the employee. Participation in teleworking is not guaranteed to an employee. An employee's duties, obligations, responsibilities, and conditions of employment with HRTAC will remain unchanged due to a telework arrangement; all policies and procedures remain in effect and are not impacted or altered by an employee's status as a teleworker. Similarly, a teleworker's salary, benefits, and sponsored insurance coverage will remain unchanged by the teleworking arrangement.

#### **II. Schedules & Accessibility**

Telework arrangements involve regular work performed during the employee's normal work hours. An employee's telework schedule must generally be consistent with the eight-hour workday of HRTAC and will not include non-standard evening and weekend schedules. The standard hours of operation for HRTAC are 8:00 AM to 4:30 PM, Monday through Friday. HRTAC has designated the hours of 9:30 AM to 3:00 PM as core hours in which all employees must be working unless on a standard lunch break or approved leave.

Telework arrangements may need to be altered due to departmental leaves of absence, vacations, workloads and agency priorities/deadlines. It is understood that HRTAC deadlines are staff priorities and take precedence regardless of telework schedules.

Supervisors may approve temporary and occasional variations to the work schedule. Exceptions to this policy should be approved in advance whenever possible. Telework arrangements are not automatically transferred from one position or supervisor to another. When an employee transfers positions or is assigned a different supervisor, the employee must request approval from the new supervisor to continue their

telework arrangement. Telework is also available on an ad hoc, situational, short-term basis if approved by the employee's supervisor.

Supervisors must ensure coverage for their departments is maintained during the work week and must provide reasonable assurance that their employees are working when scheduled and absences are properly documented.

### **III. Employee Eligibility**

Telework arrangements are available to employees who meet specific work standards and the employee's job duties are appropriate for telecommuting, and not all positions of HRTAC will be eligible. Meeting one or more of the eligibility requirements does not guarantee approval to telework. All telework arrangements must be approved by the employee's supervisor. The Executive Director has the final determination on all telework arrangements.

Minimum work standard eligibility requirements include, but are not limited to:

- status as a regular, full-time or part-time employee;
- prior performance evaluations and/or job performance that meets or exceeds standards and demonstrates the employee's ability to work independently;
- telework does not impede other employees from performing their job duties; or impact HRTAC's needs or diminish the organization's operations;
- telework does not reduce service to internal or external stakeholders or customers

### **IV. Employee Participation & Responsibilities**

Teleworking is voluntary and offers some flexibility to employees. A teleworking arrangement may be terminated by the employee, their supervisor, or the Executive Director at any time. Employees who are participating in a telework arrangement must:

- complete all work assignments during agreed-upon hours of work in accordance with the telework policy and other applicable policies of HRTAC;
- keep Outlook calendars with work schedule up to date, including, meetings, leave, and day(s) of planned telework;
- abide by all HRTAC policies, including requesting leave;
- safeguard all HRTAC equipment and use it only for official purposes;
- ensure that the remote work-space is a safe working environment;
- respond in a timely manner to supervisor, management, departmental, and public inquiries of HRTAC;
- agree to software installation on agency-owned equipment

While teleworking, the employee must be reachable via telephone, MS Teams and/or email. Teleworkers must have a method for receiving and responding to

communications (phone calls, messages, email, etc.) from other staff, supervisors, and partner stakeholders and/or the public. Generally, employees are expected to respond to all calls and emails within one (1) business day.

An employee who is teleworking may not conduct personal business while in an official duty status at the remote work site. Personal business is described as any activity that distracts an employee from work related tasks for more than 15 minutes in a four-hour period. Leave must be used in these instances.

## **V. Remote Workplace**

If working at home, teleworking employees should have a workspace that is maintained in a safe condition and free of hazards that might endanger the employee or HRTAC equipment. The employee agrees to maintain a workspace that is conducive to an effective and efficient work area.

Teleworkers are not permitted to hold work-related meetings at their home. When participating in an electronic/virtual meeting, externally or internally, employees must present themselves in a professional manner and are expected to follow dress code policies and guidelines as if they were in the office. Teleworkers should also be mindful of any backgrounds used, both real and virtual, during electronic meetings.

## **VI. Leave**

Policies for requesting annual leave, sick leave, PTO, or any other type of leave authorized by policy, remain unchanged.

## **VII. Equipment, Supplies and Expenses**

The teleworker must have a telephone and a workspace with appropriate equipment and supplies to complete the assigned work at the remote workplace. Telework that includes using HRTAC equipment will be evaluated on whether that equipment is already assigned to the employee; is portable in nature; or is otherwise readily available. HRTAC will not pay or be responsible for any increase in the employee's home utility costs incurred because of teleworking.

If the teleworking employee needs internet access to complete work from the remote location, it is the responsibility of the employee to acquire the appropriate service and pay for any costs incurred.

The HRTAC IT Manager or contracted IT Managed Services Provider will do their best to resolve help desk calls, questions and service tickets from teleworkers. To troubleshoot technical problems, employees may need to allow the installation of a temporary client/agent on their personal device. All HRTAC issued equipment will

have the appropriate client/agent pre-installed. If the issue cannot be resolved remotely, the teleworking employee will be expected to come into the office to resolve the issue as needed; IT will not travel to a teleworker's location to resolve a technology issue.

If available, HRTAC may provide teleworking employees with a laptop, tablet, or desktop computer which must be used in telework arrangements. Equipment provided to an employee shall remain the property of HRTAC and shall be returned upon termination of the employee's participation in the telework program or upon separation of employment from the organization. The use of HRTAC equipment, software, data, and supplies is limited to use by authorized HRTAC staff and for purposes related to HRTAC business only. The employee may not alter, add, delete, or disable software on any HRTAC-issued equipment. Inappropriate use of equipment is subject to disciplinary action, up to and including termination. The teleworker is responsible for the security of all items furnished by the organization and must immediately report any lost, stolen, or damaged equipment to their supervisor. If connection to the HRTAC network is necessary, a Virtual Private Network (VPN) will be required on all equipment as appropriate, regardless of ownership.

The teleworker may obtain from the main office all incidental office supplies needed for work. Expenses for supplies regularly available at the main office will not be reimbursed unless pre-purchase approval has been granted by the teleworker's supervisor. The teleworker is responsible for the cost, maintenance, repair and operation of personal equipment not provided by the HRTAC.

## **VIII. Confidentiality of Information**

As with all sensitive information employees may have access to during the course of their employment, teleworkers must ensure the confidentiality of sensitive and personally-identifiable information – both electronic and hard copy. This is defined as information that is not generally available to the public and needs additional security and handling procedures to protect it from unauthorized disclosure. Such information includes, but may not be limited to social security numbers, addresses, bank account and other financial information and telephone numbers. Teleworkers should ensure that all such information is secured and not accessible to unauthorized persons. If a teleworker believes there has been a breach of sensitive or confidential information, the employee must notify a member of the management team and the IT Manager immediately.

## **IX. Emergency Situations / Inclement Weather**

If the HRTAC office is delayed in opening or closes early due to inclement weather or an emergency situation, employees approved for telework are still expected to telework. The employee's telework status is not disrupted by alterations in the HRTAC's office operating hours. The ability to work, whether at the telework site or at the HRTAC office, determines when an employee may be excused from work or required to use leave.

When an emergency affects only the teleworker's remote worksite (i.e., power outage, no internet service, etc.), the employee is expected to report to the HRTAC office or request use of annual leave, sick leave or PTO from their supervisor. If inclement weather or other emergency requires the HRTAC office to be closed for an entire workday, all employees will be granted use of inclement weather/emergency leave and will not be required to use annual leave, sick leave or PTO.

## **X. Liability for Injuries**

While teleworking, the employee is covered under the Virginia Workers' Compensation Act for injuries occurring in the course of the actual performance of official duties at the remote workplace. The teleworker or someone acting on the teleworker's behalf should immediately notify the teleworker's supervisor and Human Resources of any accident or injury that occurs at the remote workplace. Please refer to HRTAC Personnel Manual for more information on reporting injuries while at work.

HRTAC is not liable for damages to the teleworker's personal or real property while the teleworker is working at a remote workplace. In addition, HRTAC is not responsible for injuries to members of the teleworker's family and/or third parties which occur on the employee's premises, nor for injuries to the employee which occur outside of the scheduled workday or outside the scope of employment.

## **XI. Child & Dependent Care**

Teleworking is not intended to serve as a substitute for child or adult care. While working remotely, employees shall devote working hours to HRTAC responsibilities as if working in the office. If children or adults in need of primary care are present in the work location during the employee's work hours, the employee must make reasonable arrangements for alternate primary caregiver responsibilities to ensure the safety and well-being of those in their care. If unable to make appropriate arrangements, the employee must take leave.

## **XII. Discipline & Revocation of Telework**

HRTAC's disciplinary procedures, personnel policies, daily standard operating procedures and drug and alcohol policies remain in effect and are not impacted or altered by an employee's status as a teleworker. Supervisors and HRTAC management may take appropriate disciplinary action if an employee fails to comply with the provisions of this policy.

In addition to any disciplinary action that may be imposed, telework participation may be revoked if an employee violates or abuses telework policies. Violations and abuses include, but are not limited to:

- unsatisfactory work performance or products;
- engaging in breaks that exceed the authorized period without prior approval;
- failure to adhere to accurate time and leave reporting;
- failure to respond to phone calls, emails, etc. in a timely manner;
- frequent instances of unexcused tardiness or absences from work;
- participation in nonwork-related activity (excluding defined break periods) during scheduled work hours;
- failure to work within the required core hours without prior approval

### **XIII. Section 12.14 Termination of Telework**

An employee who wishes to end their telework arrangement may do so at any time. The Executive Director has the discretion to terminate this telework policy at any time.

## **Appendix E**

### **Employee Acknowledgement of Receipt of Personnel Manual**

I have been presented with and am in receipt of the HRTAC Personnel Manual that outlines my privileges, benefits, and conditions of employment as an employee of HRTAC. I have familiarized myself with the information contained in this personnel manual and understand that it governs my employment with HRTAC. I understand that I may refer any questions that I have on these subjects to my supervisor, Executive Director or the Human Resources Administrator.

The information in this manual is subject to periodic review by the HRTAC Personnel Committee and may be changed by action of the full HRTAC Commission. I understand that any changes in the policies listed herein may be made by the Commission and the Executive Director may accordingly modify, supersede, or eliminate the policies outlined in the manual. I understand that any changes that are made will be announced and distributed in writing to all employees of HRTAC for inclusion in the manual and that it is my obligation to keep my manual current.

Employment with HRTAC is at-will. Accordingly, I understand I voluntarily entered into employment, and I am free to resign at any time. Similarly, HRTAC is free to terminate the employment relationship at any time, with or without cause, so long as it is not prohibited by law. I understand that the terms and conditions of the enclosed manual are incorporated in this Acknowledgment, and I hereby consent to its terms and conditions.

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Employee Signature

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Print Name

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Date

## **Appendix F**

### **Parental Leave Policy**

HRTAC believes in creating an inclusive environment for employees at every stage of their lives. HRTAC understands that welcoming a new child into a family requires time for recovery and bonding. And in order to minimize financial stressors during such important times, HRTAC has established a Paid Parental Leave Policy (“Policy”).

#### **Eligibility Criteria:**

**Employees must meet *all* of the following eligibility criteria:**

- Have been employed by HRTAC for at least twelve (12) months (the twelve months do not need to be consecutive);
- Have worked at least 1,250 hours during the twelve (12) consecutive months immediately preceding the date the leave would begin; and
- Be a full- or part-time, regular employee (temporary employees and interns are ineligible for this benefit) who remains actively employed by HRTAC, and who has not given notice of resignation.

**In addition, employees must also meet *at least one* of the following eligibility criteria:**

- Have given birth to a child;
- Be an eligible parent or person who stands *in loco parentis* to a newborn child; or
- Otherwise be eligible for the special benefit for adoptive/foster parents described below.

#### **Type and Amounts of PPL:**

The PPL provided for under this Policy is broken into two types: childbirth leave and bonding leave.

1. **Childbirth Recovery Leave:** Subject to the terms and conditions described in this Policy, eligible birth mothers may receive up to four (4) weeks of paid leave immediately following childbirth to recover from the birth of the child. This leave must be taken in one continuous block in the four weeks immediately following the birth of the child (unless the employee is approved for a special accommodation for intermittent leave from the Executive Director).

As described below, eligible birth mothers may separately be eligible for up to two (2) additional weeks of leave to bond with the child.

2. **Bonding Leave:** Subject to the terms and conditions described in this Policy, all eligible parents (including birth mothers as well as those standing *in loco parentis*) of a newborn child, may take up to two (2) weeks of paid leave to bond with the child. This leave must be taken in one continuous block within the first six (6) weeks following the birth of the child (unless the employee is approved for a special accommodation for intermittent leave from the Executive Director). Similarly, eligible employees may take up to two (2) weeks of paid bonding leave following the placement of a child with the employee for adoption or foster care purposes within the six (6) weeks following adoption or placement of the child. However, adoption of a new spouse's minor children is generally not a qualifying event for bonding leave purposes.

Eligible employees must take childbirth leave or bonding leave as four- and two-week continuous blocks, respectively.

#### **Compensation while on PPL:**

The purpose of this policy is to ensure that birth mothers can continue to receive 100% of their base pay in the four (4) weeks following childbirth, and that all eligible parents can receive 100% of their base pay for two (2) weeks at some point during the applicable six- (6) week period following childbirth or placement for adoption or foster care purposes.

As described below, and where permitted under applicable law, when an employee is receiving full or partial wage replacement under a short-term disability ("STD") insurance plan, applicable family and medical leave insurance law, or other similar wage replacement program or benefits, the PPL provided for under this Policy is intended to run concurrently with said program or benefits and be used to supplement any partial wage replacement such that the employee will receive 100% of the employee's base pay for time spent on PPL.

For example, assume that an employee who has just given birth to a child takes four weeks of childbirth leave and two weeks of bonding leave together for a total of six weeks of PPL following the birth of her child. If the employee participates in an STD insurance plan that provides her with 60% base wage replacement during the third through sixth week following the birth of the child, HRTAC would compensate her at 100% of her base pay for the first two weeks of PPL and 40% of her base pay for the third through sixth week of PPL (assuming that this is permitted under the applicable law and benefit plans or programs). Notwithstanding this partial wage replacement, the employee would still only be entitled to a maximum of six weeks of PPL.

Employees may use accrued PTO once their PPL is exhausted or expired.

#### **Conditions of Use:**

Employees must complete a Parental Leave Request Form within two (2) months of the expected date of birth, adoption, or foster care placement, or as soon as is practical, and submit it to HR.

PPL will be added to the employee's time card and paid during the course of normal pay periods. Parental leave will be subject to standard required and voluntary payroll deductions.

PPL may be used once in each twelve- (12) month period, measured backward from the date PPL was last used. For example, if an employee's last day of PPL for bonding with a newborn child is November 30, 2024, then the employee cannot be approved for new PPL starting before December 1, 2025.

Employees are expected to stay in regular contact with HR and their supervisor(s) at least once every two (2) weeks while on PPL. Any employee who fails to return to work at the end of the employee's PPL, and who has not requested and been approved for additional leave, will be deemed to have voluntarily resigned from employment with HRTAC.

### **Coordination with Other Policies:**

- PPL taken under this Policy will run concurrently with any leave taken under the Family and Medical Leave Act ("FMLA") and similar state laws. Accordingly, any leave taken under this Policy that falls under the FMLA definition of circumstances qualifying for leave due to the birth or placement of a child or due to adoption or foster care (or leave for a serious health condition) will be counted against any leave available under the FMLA during a twelve-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed the maximum amount of leave provided for under the FMLA during a twelve-month period.
- As described above, PPL is not intended to result in an employee receiving more than 100% of the employee's base pay during the employee's leave. If an employee receives full wage replacement through another program during the PPL period, then the employee will not be entitled to additional pay from HRTAC during this period. If an employee is entitled to partial wage replacement during the PPL period, then the employee would be entitled (to the extent allowed under applicable law and benefit plans or programs) to paid leave that pays the difference between the partial wage replacement and the employee's full base pay during the PPL period. An example is shown below for an employee who voluntarily chooses to receive benefits under a STD insurance plan while on childbirth and bonding leave following the birth of a child:
  - Weeks 1-2 Following the Birth of the Child: The employee/birth mother is not yet eligible for any wage replacement under the terms of the then-applicable STD plan. If allowed by such plan and applicable law, the employee/birth mother would receive 100% of her base pay from HRTAC pursuant to this Policy, assuming that she is otherwise eligible.
  - Weeks 3-6 Following the Birth of the Child: Under the terms of the then-applicable STD plan in which the employee/birth mother participates, she is entitled to 60% of her base pay related to post-birth recovery. For weeks 3-4, the employee/birth mother would receive 40% of her base pay under this policy from HRTAC and 60% of her base pay as a STD wage replacement. If the employee chose to take two weeks of bonding leave later in the year, at a time when she was no longer eligible for STD or any state benefit, to bond with an adopted child, the employee would receive 100% of her base pay from HRTAC for that later two-week bonding period.

- After an employee has exhausted all PPL (and any STD leave for employees giving birth), the balance of FMLA leave (if applicable) will be permitted to be compensated through the employee's accrued paid time off or sick time, where permitted under applicable law. Upon exhaustion of accrued paid time off, any remaining leave will be unpaid leave. Please refer to HRTAC's Employee Handbook for further guidance on FMLA leave.
- HRTAC will maintain all benefits for eligible employees during the PPL period just as if they were taking any other Company paid leave, such as paid vacation leave or paid sick leave, subject to any terms and conditions under a benefit plan/program or applicable law. Employees are responsible for making benefit premium payments in order to retain coverage during the PPL period.

If a holiday occurs while the employee is on PPL, such day will count as PPL and will not result in an extra day of PPL or paid holiday leave.

## **6. A. Election of FY2026 Officers of the Commission**

**Agenda Item 6A**  
**Action Item**

**To: Chair West and the other members of HRTAC**

**From: Kevin B. Page, Executive Director**

**Date: June 12, 2025**

**Re: Election of FY2026 Officers of the Commission**

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**Recommendation:**

The Nominating Committee recommends that the Commission adopt the proposed FY2026 Slate of Officers.

**Background:**

Sections III.A. and IV.A. of the Third Amended and Restated Bylaws of the Commission require that the Commission annually elect from its voting Members a Chair and a Vice-Chair at its Annual Organizational Meeting. At its March 20, 2025 Regular Meeting, the HRTAC Chair appointed a Nominating Committee, consisting of Mayor Alexander, Mayor Glover, and Supervisor Hipple. The Nominating Committee members conferred with each other informally to discuss the end of the two-one-year terms of office of the current Chair and Vice Chair. Several voting members were considered. The Nominating Committee recommends as the FY2026 Slate of Officers the following: Douglas G. "Doug" Pons (Williamsburg Mayor), as Chair, and Shannon Glover (Portsmouth Mayor), as Vice Chair. No other members expressed interest in being nominated.

**Fiscal Impact:**

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

**Suggested Motion\*:**

Motion is the Commission approve the recommended FY2026 Slate of Officers for Chair and Vice Chair.

\*If any additional nominations are made, each officer position will be voted on separately and the Nominating Committee will introduce separate motions.



***Action Item 6B - Recommended Action by the Commissioners of the Member Jurisdictions of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, and Virginia Beach (the 'Six Cities of HRT') for the Distribution of the Hampton Roads Regional Transit Funds: Discussion/Approval***

**6.B. Hampton Roads Regional Transit Fund – Transportation District Commission of Hampton Roads FY2026 Application for Funding and Related Project Agreements**

**To: Newly Elected Chair and the Commissioners of the Member Jurisdictions of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, and Virginia Beach (the 'Six Cities of HRT') re: the Distribution of Hampton Roads Regional Transit Funds**

**From: Kevin B. Page, Executive Director**

**Date: June 12, 2025**

**Hampton Roads Regional Transit Fund – Transportation District Commission of Hampton Roads FY2026 Application for Funding and Related Project Agreements**

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**Recommendation:**

The Chair of the Regional Transit Committee recommends to the Commissioners of the Member Jurisdictions of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, and Virginia Beach (the "Six Cities of HRT") that they approve the Transportation District Commission of Hampton Roads ("TDCHR") FY2026 Application for Funding, a \$26,823,000.00 disbursement from the Hampton Roads Regional Transit Fund ("HRRTF") in connection therewith, and a funding agreement to make such disbursement.

**Background:**

The TDCHR and HRTAC are parties to a Memorandum of Understanding dated July 15, 2021 (the "MOU"). In accordance with the MOU, TDCHR has submitted an application for funds from the HRRTF (application attached). Disbursements of HRRTF funds require the affirmative vote of two-thirds of the Member Jurisdictions of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, and Virginia Beach (the "Six Cities of HRT"), and the other Member jurisdictions of HRTAC do not vote on such disbursements. Under the MOU, HRTAC may require the use of a funding agreement (of the type described in the MOU) to govern the disbursements.

**Fiscal Impact:**

There is a \$26,823,000.00 fiscal impact to the Hampton Roads Regional Transit Fund relating to this action item. Allocation of funds will be from existing prior year unobligated fund balances and anticipated FY2026 Hampton Roads Regional Transit Fund revenues.

**Suggested Motion:**

Motion: The Commissioners of the Member Jurisdictions of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, and Virginia Beach: i. Approve the FY2026 Application for Funding made by the Transportation District Commission of Hampton



Roads; ii. Authorize the Chair to execute and deliver a funding agreement relating to such application, in a form consistent with past practice, with such changes, insertions or omissions as may be finalized by such officer, with the advice of the Executive Director and the Commission's general counsel; and iii. Authorize the Chair and Executive Director, either of whom may act, to take such action as may be deemed necessary or appropriate to provide for the payment of the disbursement of \$26,823,000.00 from the Hampton Roads Regional Transit Fund when required under such funding agreement.



Hampton Roads Transportation Accountability Commission



# HAMPTON ROADS TRANSIT

February 19, 2025

Kevin B. Page  
Executive Director  
HRTAC  
723 Woodlake Drive  
Chesapeake, VA 23320

Subject: Application for Hampton Roads Regional Transit Fund (HRRTF) FY2026  
disbursements

*Kevin*  
Mr. ~~Page~~,

I have enclosed an application for funding from the Hampton Roads Regional Transit Fund (HRRTF) in accordance with the provisions of Virginia Code § 33.2-2600.1.

This application is in the amount of \$26,823,000. I certify that the projects comprising this application are direct component parts to the approved Program documented in the Transit Strategic Plan and fully meet all eligibility requirements for the disbursement and use of HRRTF funds.

Thank you for your continued partnership to improve access to safe and reliable public transportation across the service area.

Sincerely,

William E. Harrell  
President and CEO

Enclosure/ HRRTF Application 202601 (two pages)

**Project Name:** RTS Bus Operations / Program Costs

Project ID: 202601C

Programmed in Transit Strategic Plan: Yes

Type of Project: Operations and Maintenance

**Summary****HRRTF Request:** \$ 23,300,000**Project Cost:** \$ 23,300,000**Asset Type:** Operations and Maintenance

**Description:** Project covers RTS Bus Operations and Program Costs in fiscal year 2026 (July 1, 2025 through June 30, 2026). Includes Limited/Express (MAX), Peninsula Commuter Service (PCS) routes (Hampton and Newport News) connecting to Newport News Shipyard, and Regional Backbone Routes. Service on RTS routes may be added to group already operating, as operators needs are met. Program Costs are to develop, maintain, improve, and operate the core and connected regional network and related infrastructure, rolling stock, and support facilities; costs are segmented in categories of Planning; Human Resources; Marketing and Communications; Technology; Safety and Security; Engineering and Facilities.

**HRRTF Disbursement Schedule**

Date	Amount \$
07/01/2025	5,825,000
10/01/2025	5,825,000
01/02/2026	5,825,000
04/01/2026	5,825,000
<b>Total</b>	<b>\$ 23,300,000</b>

**Service Costs and Funding**

Table A: FY2026 RTS Bus Operations / Program Costs

Item	Description	Expenses
RTS Bus Operations	Limited/Express routes: MAX 921, MAX 960, MAX 961, MAX 962, MAX 964, MAX 966, MAX 967, MAX 972, MAX 980, PCS 403, PCS 405, PCS 414, PCS 415, PCS 430. Regional Backbone routes: Route 15, Route 20, Route 36, Route 45, Route 112, Route 114, Route 21 extension for Naval Station Norfolk circulator service.	\$13,100,000
Bus Maintenance	Upkeep and maintenance of RTS buses, including tires; oil and lubricants; materials and supplies; tools, uniforms, and shoes; and contract services.	\$700,000
Planning	RTS Program annual update (Transit Strategic Plan); 10-year RTS Capital Program update; ongoing planning and program evaluation support.	\$600,000
Human Resources	Direct RTS Program staffing (see positions listed in Table 6-15)	\$3,400,000
Marketing and Communications	Recruitment advertising; promo media buys; collateral development/printing; contract services; outreach software licensing	\$500,000
Technology	CCTV; Client technology software and hardware; Communication services; Datacenter hardware and software; Endpoint protection; Google Maps call increase; Microsoft Dynamics 365 Finance and Operations; Microsoft licenses; PaaS; Networking; Printing capacity expansion; Real-time displays; Training; Telephony software; Transit WiFi; Website re-branding; Cell phone Services. Cyber Resiliency: Develop a resilient cyber strategy for the agency that involves both proactive measures to fortify against attacks and robust plans for post-breach scenarios; HCM (Human Capital Management) Deployment, Support and Integrations: project implementation to automate and utilize additional functionality to support HRT in usage of HCM Workday software to full capability during and after the initial implementation; Data Management System: fortify and implement data governance best practices in compliance with regulatory reporting requirements	\$1,500,000
Security	Security personnel; transit security officer program gear; security surveillance	\$1,000,000
Safety and Risk	Insurance; facility safety and security certification; compliance with 26 CFR part 1910 and 1926 audit; inspection and training programs	\$200,000
Engineering and Facilities	Contracted cleaning; passenger amenities maintenance	\$2,300,000
	<i>Net of fare revenue and grant funds</i>	<b>Total</b> 23,300,000

Note: HRT may apply to HRTAC for additional HRRTF funding to cover any negative variances, should they occur, due to expenses or farebox revenues being different than shown in Table A.

**Project Name:** Bus Stop Amenity Program

Project ID: 202601F

Programmed in Transit Strategic Plan: Yes

Type of Project: Major Enhancement

**Summary****HRRTF Request:** \$3,523,000**Project Cost:** \$3,523,000 (FY26)**Asset Type:** Passenger Amenities**Description:** Supports delivery of bus stop amenities throughout the RTS network, including approximately 623 new shelters, benches, trash cans, and lighting. Project is critical to meet the goals of RTS and deliver an enhanced experience for transit commuters. The expected useful life of a sheltered bus stop is approximately 20 years.**Costs and Funding****FY2026**

Source	Amount (\$1,000s)
HRRTF (FY 26)	\$3,523
<b>Total</b>	<b>\$3,523</b>

**HRRTF Disbursement Schedule**

Date	Amount \$
01/02/2026	\$3,523,000
<b>Total</b>	<b>\$3,523,000</b>

***Action Item 6C - Recommended Action by the Commissioners of the Member Jurisdictions of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, and Virginia Beach (the 'Six Cities of HRT') for the Distribution of the Hampton Roads Regional Transit Funds: Discussion/Approval***

**6.C. Hampton Roads Regional Transit Fund – Transportation District Commission of Hampton Roads FY2025 – Project 202501H Agreement Amendment**

**To: Newly Elected Chair and the Commissioners of the Member Jurisdictions of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, and Virginia Beach (the 'Six Cities of HRT') re: the Distribution of Hampton Roads Regional Transit Funds**

**From: Kevin B. Page, Executive Director**

**Date: June 12, 2025**

**Hampton Roads Regional Transit Fund – Transportation District Commission of Hampton Roads FY2025 – Project 202501H Agreement Amendment**

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**Recommendation:**

The Chair of the Regional Transit Committee recommends to the Commissioners of the Member Jurisdictions of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, and Virginia Beach (the "Six Cities of HRT") that they approve the Transportation District Commission of Hampton Roads ("TDCHR") request to amend the FY2025 Project 202501H funding agreement to reflect an increase in the bus purchases and the TDCHR controlled funding that will be applied thereto.

**Background:**

The TDCHR and HRTAC are parties to a Memorandum of Understanding dated July 15, 2021 (the "MOU"). In accordance with the MOU, TDCHR has submitted a request to amend the agreement for funds from the HRRTF (request attached). Disbursements of HRRTF funds require the affirmative vote of two-thirds of the Member Jurisdictions of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, and Virginia Beach (the "Six Cities of HRT"), and the other Member jurisdictions of HRTAC do not vote on such disbursements. Under the MOU, HRTAC may require the use of a funding agreement (of the type described in the MOU) to govern the disbursements.

On June 24, 2024, TDCHR and HRTAC entered into a Project Agreement for HRRTF funding for Project 202501H, Transit Bus Expansion and provided \$2,198,000 HRRTF funding to support fifty percent of the cost to purchase four (4) new transit buses. On March 7, 2025, TDCHR requested that the project be amended to cover the purchase, in the aggregate, of nine (9) forty (40) foot buses to accommodate additional service on existing RTS routes, adding routes 45 and 47. HRTAC Project 202501H, TDCHR Application 202501 dated February 23, 2024 will need to be amended to increase the budget from \$4,306,000 to \$8,143,013, but HRRTF participation will remain at \$2,198,000 while TDCHR controlled funds will increase from \$2,198,000 (27% match) to \$5,945,013 (73% match).



**Fiscal Impact:**

There is no additional fiscal impact to the Hampton Roads Regional Transit Fund relating to this action item.

**Suggested Motion:**

**Motion:** The Commissioners of the Member Jurisdictions of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, and Virginia Beach: i. Approve the Transportation District Commission of Hampton Roads ("TDCHR") FY2025 Project 202501H request; ii. Authorize the Chair to execute and deliver a funding agreement amendment relating to such request, in a form consistent with past practice, with such changes, insertions or omissions as may be finalized by such officer, with the advice of the Executive Director and the Commission's general counsel; and iii. Authorize the Chair and Executive Director, either of whom may act, to take such action as may be deemed necessary or appropriate to provide for the payment of the disbursements required under such funding agreement, as amended.



March 7, 2025

Amended

Project ID: 202501H

Description: Project to procure new buses to support the implementation of HRT's Regional Transit System (RTS). This project covers the purchase of nine (9) 40 foot buses to accommodate service on RTS routes.

HRT secured matching funds to HRRTF funds on Project 202501H in amounts larger than previously planned and programmed. This amendment increases the number of vehicles to be procured from four (4) to nine (9); HRRTF total funds remain the same at \$2,198,000; and HRT controlled funds increase from \$2,198,000 to \$5,945,013. The additional buses under this amendment serve routes 45 and 47; rolling stock on these routes is eligible for HRRTF funding under the provisions of Code of Virginia § 33.2-2600.1.

#### Appendix B – Project Budget & Cash Flow

Project ID: 202501H					
Current			Amended		
Capital Asset Acquisition Total Project Costs:	HRTAC PayGo Funds	HRT Controlled Funds	Capital Asset Acquisition Total Project Costs:	HRTAC PayGo Funds	HRT Controlled Funds
\$4,396,000	\$2,198,000	\$2,198,000	\$8,143,013	\$2,198,000	\$5,945,013

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## **7. A. HRTAC Monthly Financial Report**



**HAMPTON ROADS TRANSPORTATION FUND and**  
**HAMPTON ROADS REGIONAL TRANSIT FUND**  
**FINANCIAL REPORTS**  
**FY2014 – FY2025**  
**Period Ending January 31, 2025**

The HRTAC staff has prepared the attached January 2025 financial report based on data received to date from the Virginia Department of Transportation.

**Revenues**

	<u>Inception to January 2025</u>	<u>FY2025 YTD</u>	<u>January 2025</u>
<b>Total Gross Revenues<sup>1</sup></b>	<b>\$ 5,948,210,625</b>	<b>\$ 398,922,103</b>	<b>\$ 25,449,942</b>
HRTF - State Sales Tax & Local Fuels Tax	2,362,666,869	153,277,771	18,460,004
HRRTF – Fees, Taxes & other Revenue	167,966,218	29,319,925	795,711
Interest and Investment Income	282,862,729	48,281,200	6,194,227
Other Income	809,274	-	-
Bond and Debt Net Proceeds	3,133,905,535	168,043,207	-

**Expenditures**

<b>Total Expenditures</b>	<b>\$ 3,879,842,075</b>	<b>\$ 211,093,505</b>	<b>\$ 62,788,196</b>
Projects	3,559,783,127	176,770,997	57,572,894
Operating Expenses & Investment Fees	32,339,729	2,100,857	297,110
Bond Interest Expenses	287,719,219	32,221,651	4,918,192

**Modified Cash Position at January 31, 2025**      **\$ 2,068,368,550**

**Items not using or providing cash since inception:**

Amortization - Bond Premium and Gain on Defeasance	(165,386,539)
Purchase of Capital Assets	(12,953)
Gain not affecting cash	(759,274)
Capitalized interest added to long-term debt	42,220,478
Assets not requiring current use of cash	(279,782,672)
Liabilities not providing current sources of cash	<u>(20,168,723)</u>

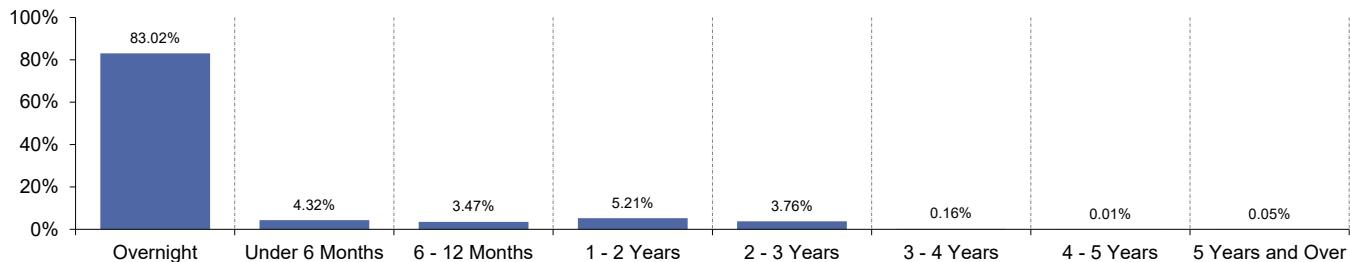
**Actual cash and investments at January 31, 2025**      **\$ 1,644,478,867**

<sup>1</sup> Beginning in June 2020, State Sales Tax and Local Fuels Tax are recorded either one month (sales tax) or two months (fuels tax) earlier than in previous periods, due to additional information received from the Commonwealth of Virginia on the timing of the source transactions for tax revenues.

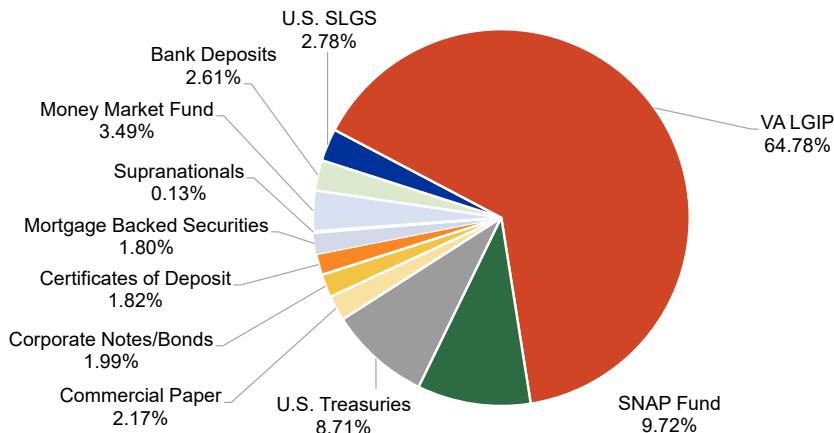
**Hampton Roads Transportation Fund**  
**Summary of Cash and Investments**  
**For January 2025**

Portfolio	Yield at Cost	Yield at Market	Balances at Cost	Balances at Market	% of Total
Union Checking	0.00%	0.00%	1,000,000	1,000,000	0.07%
Union Sweep	4.10%	4.10%	7,601,164	7,601,164	0.51%
Union Money Market	4.07%	4.07%	17,586	17,586	0.00%
Union General	4.18%	4.18%	30,103,944	30,103,944	2.02%
Wilmington Trust	Variable	Variable	41,334,217	41,334,217	2.77%
VA LGIP	4.49%	4.49%	962,297,126	962,297,126	64.50%
Enhanced Cash Portfolio	4.43%	4.43%	157,913,982	158,852,055	10.65%
Core Portfolio	4.47%	4.34%	145,546,520	146,200,199	9.80%
SNAP Fund	4.57%	4.57%	144,439,549	144,439,549	9.68%
<b>Total</b>			<b>\$ 1,490,254,088</b>	<b>\$ 1,491,845,839</b>	<b>100.00%</b>

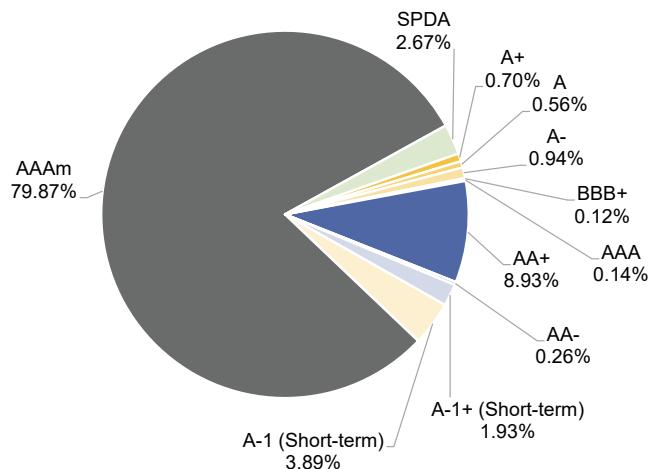
**Total Maturity Distribution**



**Sector Distribution**



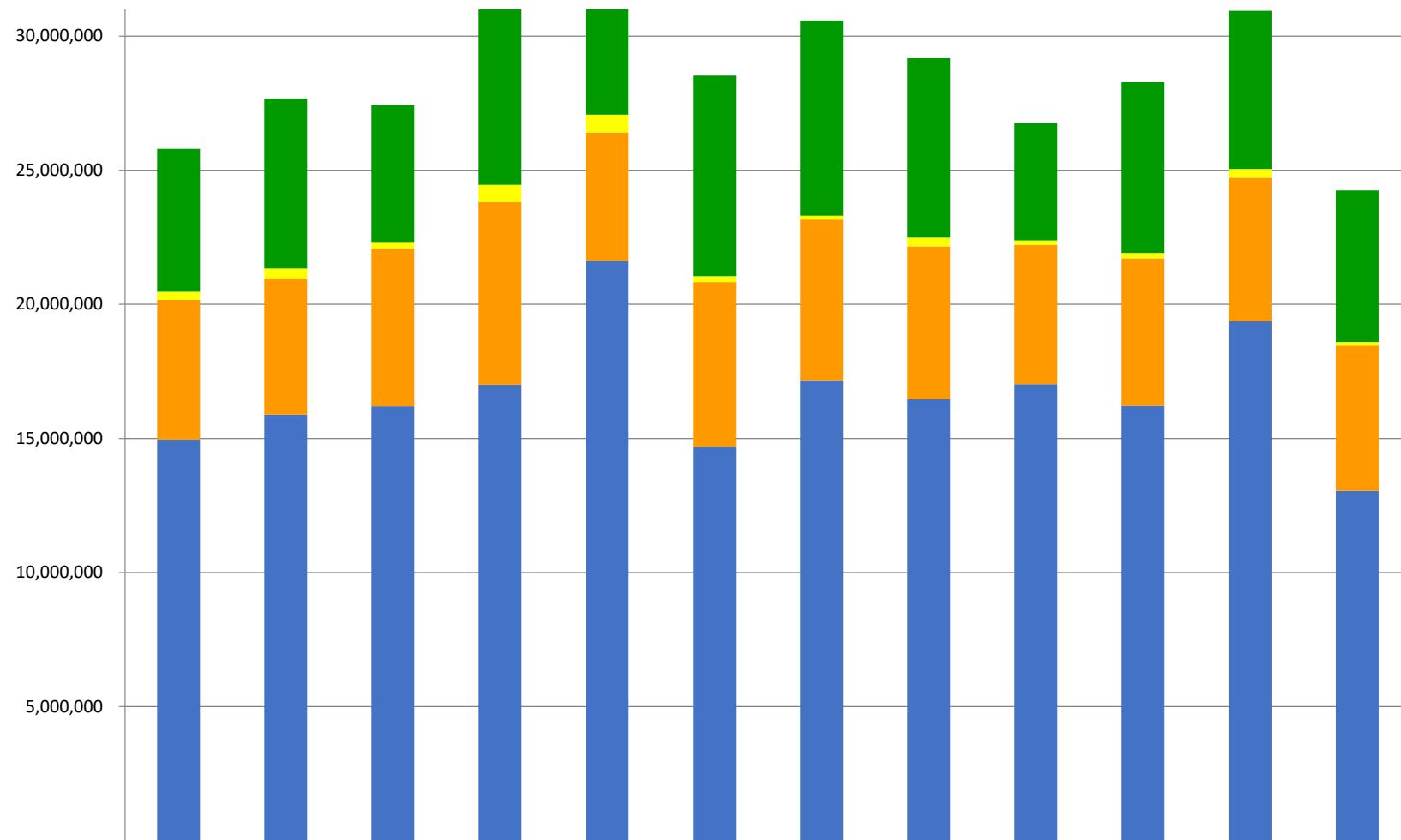
**Credit Distribution**



All charts are based on market value as of January 31, 2025

This material is for general informational purposes only and is not intended to provide specific advice or a specific recommendation.

## HRTF Revenue



	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025
<b>Total</b>	25,799,175	27,674,234	27,437,341	31,123,357	33,815,433	28,534,175	30,583,018	29,176,228	26,759,641	28,279,394	30,946,834	24,242,374
■ Investment Income	5,335,396	6,343,418	5,111,120	6,664,848	6,746,157	7,485,149	7,277,765	6,686,209	4,376,543	6,367,186	5,898,237	5,644,669
■ Interest	303,560	370,343	248,380	647,775	665,440	216,387	141,652	324,270	159,891	200,973	327,260	137,702
■ Fuel Tax	5,204,299	5,069,732	5,885,237	6,809,278	4,770,439	6,140,626	5,998,404	5,706,811	5,199,659	5,497,791	5,347,466	5,418,486
■ Sales & Use Tax	14,955,920	15,890,741	16,192,604	17,001,456	21,633,397	14,692,012	17,165,196	16,458,938	17,023,548	16,213,444	19,373,871	13,041,517

**Hampton Roads Transportation Fund (HRTF)**  
**Interest and Investment Income**  
**Inception - January 2025**

	FY2014 - FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	Total
HRTF Interest Income	\$ 2,277,312	\$ 1,000,093	\$ 669,108	\$ 363,661	\$ 296,307	\$ 3,273,956	\$ 5,202,784	\$ 1,508,134	\$ 14,591,354
HRTF Investment Income	<u>14,211,356</u>	<u>29,869,111</u>	<u>26,275,750</u>	<u>3,240,310</u>	<u>(3,394,409)</u>	<u>61,182,839</u>	<u>82,726,184</u>	<u>43,735,757</u>	<u>257,846,898</u>
<b>Total</b>	<b><u>\$ 16,488,667</u></b>	<b><u>\$ 30,869,204</u></b>	<b><u>\$ 26,944,858</u></b>	<b><u>\$ 3,603,971</u></b>	<b><u>\$ (3,098,103)</u></b>	<b><u>\$ 64,456,795</u></b>	<b><u>\$ 87,928,968</u></b>	<b><u>\$ 45,243,892</u></b>	<b><u>\$ 272,438,251</u></b>

Notes:

"HRTF Interest Income" includes interest from Union Bank money market, sweep, and general accounts, as well as Regional Tax Interest/Interest Refund Adjustments.

"HRTF Investment Income" in FY2019 includes income from PFMAM (US Bank & TD Wealth) core and enhanced cash, LGIP, and SNAP accounts. FY2014-2018 totals also include income from Sterling and Union Bank.

**Hampton Roads Transportation Fund (HRTF)**  
**Total of HRTF Revenue and Expenditures Activities**  
**Summary**

	Revenue							Expenditures							Cumulative Balance 7/1/13 - 1/31/25	
	Sales & Use Tax			Fuels Tax		Interest		Investment Income	Other Income	Bond Proceeds	Total	Projects	Dept of Tax Admin Fee	Investment Fees	Bond Expenses	Operating Expenses
July 2013 - January 2024	\$ 1,582,433,970	\$ 513,542,027	\$ 10,847,722	\$ 183,910,201	\$ 771,774	\$ 2,895,072,865	\$ 5,186,578,557	\$ 2,979,754,598	\$ 1,114,142	\$ 2,392,547	\$ 234,479,143	\$ 23,587,186	\$ 3,241,327,617	\$ 1,945,250,940		
February 2024	14,955,920	5,204,299	303,560	5,335,396	-	-	-	25,799,175	95,617,686	-	36,317	4,169,858	129,188	99,953,048	1,871,097,067	
March 2024	15,890,741	5,069,732	370,343	6,343,418	12,500	-	-	27,686,734	56,520,259	-	32,770	4,169,864	149,405	60,872,298	1,837,911,503	
April 2024	16,192,604	5,885,237	248,380	5,111,120	-	-	-	27,437,341	353,382	-	33,766	4,169,873	181,587	4,738,607	1,860,610,237	
May 2024	17,001,456	6,809,278	647,775	6,664,848	-	70,789,463	101,912,820	74,507,253	38,129	-	4,169,873	99,409	78,814,663	1,883,708,394		
June 2024	21,633,397	4,770,439	665,440	6,746,157	25,000	-	-	33,840,433	123,693,603	-	70,947	4,338,958	1,517,778	129,621,286	1,787,927,540	
July 2024	14,692,012	6,140,626	216,387	7,485,149	-	-	-	28,534,175	-	-	19,991	4,320,506	177,332	4,517,830	1,811,943,886	
August 2024	17,165,196	5,998,404	141,652	7,277,765	-	-	-	30,583,018	14,191,713	-	18,907	4,320,506	33,895	18,565,021	1,823,961,882	
September 2024	16,458,938	5,706,811	324,270	6,686,209	-	-	-	29,176,228	3,664,879	-	17,456	4,320,506	160,191	8,163,032	1,844,975,077	
October 2024	17,023,548	5,199,659	159,891	4,376,543	-	168,043,207	194,802,848	10,097,078	-	17,497	4,780,647	900,824	15,796,045	2,023,981,880		
November 2024	16,213,444	5,497,791	200,973	6,367,186	-	-	-	28,279,394	31,548,898	-	15,802	4,780,647	213,368	36,558,714	2,015,702,559	
December 2024	19,373,871	5,347,466	327,260	5,898,237	-	-	-	30,946,834	49,658,544	-	14,353	4,780,647	127,588	54,581,132	1,992,068,261	
January 2025	13,041,517	5,418,486	137,702	5,644,669	-	-	-	24,242,374	54,374,575	-	13,365	4,918,192	280,735	59,586,868	1,956,723,767	
Total 12 Months	\$ 199,642,644	\$ 67,048,230	\$ 3,743,632	\$ 73,936,697	\$ 37,500	\$ 238,832,670	\$ 583,241,373	\$ 514,227,869	\$ 38,129	\$ 291,171	\$ 53,240,076	\$ 3,971,300	\$ 571,768,546			
Grand Totals	\$ 1,782,076,614	\$ 580,590,255	\$ 14,591,354	\$ 257,846,898	\$ 809,274	\$ 3,133,905,535	\$ 5,769,819,930	\$ 3,493,982,467	\$ 1,152,271	\$ 2,683,719	\$ 287,719,219	\$ 27,558,486	\$ 3,813,096,162			
Less Balance of Encumbered (through FY2030)															(1,837,845,388)	
Total Net Available *															118,878,379	

Notes:

\* Total Net Available does not include TIFIA loans not drawn on or HRTF future revenues through FY2030.

**Table 1 - Total HRTF Revenues**

**Hampton Roads Transportation Fund (HRTF)**

**Total of Sales & Use Taxes and Fuels Taxes**

**Fiscal Year 2025**

Locality	Total FY2014 - FY2024	Previous FY2025	January 2025	FY 2025 YTD	Total
<i>Chesapeake</i>	\$ 403,428,728	\$ 23,988,571	\$ 3,595,772	\$ 27,584,343	\$ 431,013,071
<i>Franklin</i>	24,010,790	1,364,998	197,036	1,562,034	25,572,824
<i>Hampton</i>	161,227,344	9,766,315	1,355,224	11,121,539	172,348,884
<i>Isle of Wight</i>	35,578,122	2,451,366	424,076	2,875,442	38,453,564
<i>James City</i>	97,300,267	6,367,912	807,785	7,175,697	104,475,964
<i>Newport News</i>	234,185,647	13,898,175	1,860,749	15,758,924	249,944,572
<i>Norfolk</i>	309,973,862	19,077,362	2,597,675	21,675,037	331,648,899
<i>Poquoson</i>	6,107,904	392,072	50,536	442,607	6,550,512
<i>Portsmouth</i>	80,064,008	5,071,191	683,834	5,755,025	85,819,033
<i>Southampton</i>	11,619,210	1,501,681	89,942	1,591,623	13,210,833
<i>Suffolk</i>	120,494,177	7,146,144	1,208,438	8,354,583	128,848,760
<i>Virginia Beach</i>	588,358,783	36,033,701	4,505,035	40,538,735	628,897,518
<i>Williamsburg</i>	40,593,836	2,051,966	269,944	2,321,910	42,915,746
<i>York</i>	96,446,419	5,706,312	813,960	6,520,272	102,966,691
<b>Total <sup>d</sup></b>	<b>\$ 2,209,389,100</b>	<b>\$ 134,817,766</b>	<b>\$ 18,460,004</b>	<b>\$ 153,277,770</b>	<b>\$ 2,362,666,870</b>
<b>Interest <sup>a</sup></b>	<b>13,083,220</b>	<b>1,370,433</b>	<b>137,702</b>	<b>1,508,134</b>	<b>14,591,354</b>
<b>Investment Income(Loss) <sup>b</sup></b>	<b>214,111,140</b>	<b>38,091,089</b>	<b>5,644,669</b>	<b>43,735,757</b>	<b>257,846,898</b>
<b>Other Income</b>	<b>809,274</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>809,274</b>
<b>Bond &amp; TIFIA Proceeds</b>	<b>2,965,862,328</b>	<b>168,043,207</b>	<b>-</b>	<b>168,043,207</b>	<b>3,133,905,535</b>
<b>Total Revenues</b>	<b>\$ 5,403,255,061</b>	<b>\$ 342,322,494</b>	<b>\$ 24,242,374</b>	<b>\$ 366,564,868</b>	<b>\$ 5,769,819,930</b>
<b>Project Expenses</b>	<b>(3,330,446,780)</b>	<b>(109,161,112)</b>	<b>(54,374,575)</b>	<b>(163,535,687)</b>	<b>(3,493,982,467)</b>
<b>DMV &amp; Dept. of Tax Admin Fees</b>	<b>(1,152,271)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(1,152,271)</b>
<b>Investment Fees (Sterling&amp;PFMAM)</b>	<b>(2,566,348)</b>	<b>(104,005)</b>	<b>(13,365)</b>	<b>(117,371)</b>	<b>(2,683,719)</b>
<b>Bond Interest Expense</b>	<b>(255,497,568)</b>	<b>(27,303,459)</b>	<b>(4,918,192)</b>	<b>(32,221,651)</b>	<b>(287,719,219)</b>
<b>Operating Expense</b>	<b>(25,664,553)</b>	<b>(1,613,198)</b>	<b>(280,735.14)</b>	<b>(1,893,933)</b>	<b>(27,558,486)</b>
<b>Modified Cash Position</b>	<b>\$ 1,787,927,540</b>	<b>\$ 204,140,721</b>	<b>\$ (35,344,494)</b>	<b>\$ 168,796,227</b>	<b>\$ 1,956,723,767</b>
<b>Less Balance of Encumbered</b>	<b>(1,991,464,075)</b>				<b>(1,837,845,388)</b>
<b>Net Modified Cash Position</b>	<b>\$ (203,536,553)</b>				<b>\$ 118,878,379</b>
<b>Updated Forecast</b>	<b>2,121,638,518</b>	<b>136,187,898</b>	<b>19,776,351</b>	<b>155,964,249</b>	<b>2,277,602,767</b>
<b>Total Revenue - Forecast (under)/over</b>	<b>87,750,582</b>	<b>(1,370,132)</b>	<b>(1,316,347)</b>	<b>(2,686,479)</b>	<b>85,064,102</b>

a Includes interest from Union Bank money market, sweep, and general accounts, as well as Regional Tax Interest/Interest Refund Adjustments.

b FY2019 - FY2025 include income from PFMAM (TD Wealth), LGIP, and SNAP accounts. FY2014-2018 includes income from Sterling and Union Bank.

d Beginning in June 2020, State Sales Tax and Local Fuels Tax are recorded either one month (sales tax) or two months (fuels tax) earlier than in prior accounting periods, due to additional information received from the Commonwealth of Virginia on the timing of the source transactions for tax revenues. The change is retroactive and the prior year amounts have been restated.

**Table 1A - State Sales & Use Tax**  
**Hampton Roads Transportation Fund (HRTF)**  
**Fiscal Year 2025**

Locality	Total FY2014 - FY2024	Previous FY2025	January 2025	FY 2025 YTD	Total
Chesapeake	\$ 302,801,678	\$ 17,921,338	\$ 2,664,843	\$ 20,586,181	\$ 323,387,858
Franklin	12,230,709	656,751	82,922	739,674	12,970,383
Hampton	116,514,150	6,943,297	879,811	7,823,108	124,337,258
Isle of Wight	21,527,789	1,702,664	250,335	1,952,999	23,480,788
James City	78,424,755	4,813,582	568,246	5,381,829	83,806,583
Newport News	180,733,684	10,448,269	1,325,691	11,773,960	192,507,644
Norfolk	241,438,192	14,700,506	1,909,644	16,610,151	258,048,342
Poquoson	4,584,055	340,853	47,605	388,458	4,972,514
Portsmouth	56,552,182	3,690,584	479,512	4,170,096	60,722,277
Southampton	5,113,345	1,166,055	47,198	1,213,253	6,326,598
Suffolk	78,946,841	4,396,938	697,984	5,094,921	84,041,762
Virginia Beach	464,248,484	28,151,764	3,285,342	31,437,106	495,685,590
Williamsburg	32,335,699	1,819,922	235,291	2,055,213	34,390,912
York	72,656,528	4,174,484	567,094	4,741,578	77,398,106
<b>Total <sup>1</sup></b>	<b>\$ 1,668,108,088</b>	<b>\$ 100,927,008</b>	<b>\$ 13,041,517</b>	<b>\$ 113,968,526</b>	<b>\$ 1,782,076,614</b>
Updated Forecast	1,576,344,223	102,162,672	14,409,556	116,572,228	1,692,916,451
Diff(under)/over	91,763,865	(1,235,664)	(1,368,039)	(2,603,702)	89,160,163

1 Beginning in June 2020, State Sales Tax and Local Fuels Tax are recorded either one month (sales tax) or two months (fuels tax) earlier than in prior accounting periods, due to additional information received from the Commonwealth of Virginia on the timing of the source transactions for tax revenues. The change is retroactive and the prior year amounts have been restated.

**Table 1B - Local Fuels Tax**  
**Hampton Roads Transportation Fund (HRTF)**  
**Fiscal Year 2025**

Locality	Total FY2014 - FY2024	Previous FY2025	January 2025	FY 2025 YTD	Total
<i>Chesapeake</i>	\$ 100,627,055	\$ 6,067,234	\$ 930,928	\$ 6,998,162	\$ 107,625,217
<i>Franklin</i>	11,780,082	708,247	114,113	822,360	12,602,442
<i>Hampton</i>	44,713,197	2,823,018	475,414	3,298,432	48,011,628
<i>Isle of Wight</i>	14,050,333	748,701	173,741	922,443	14,972,776
<i>James City</i>	18,875,509	1,554,330	239,538	1,793,868	20,669,377
<i>Newport News</i>	53,451,967	3,449,906	535,058	3,984,965	57,436,931
<i>Norfolk</i>	68,535,669	4,376,856	688,030	5,064,886	73,600,555
<i>Poquoson</i>	1,523,849	51,219	2,930	54,149	1,577,998
<i>Portsmouth</i>	23,511,832	1,380,607	204,322	1,584,929	25,096,761
<i>Southampton</i>	6,505,866	335,626	42,744	378,370	6,884,236
<i>Suffolk</i>	41,547,347	2,749,207	510,454	3,259,661	44,807,008
<i>Virginia Beach</i>	124,110,290	7,881,937	1,219,692	9,101,629	133,211,919
<i>Williamsburg</i>	8,258,132	232,044	34,653	266,697	8,524,829
<i>York</i>	23,789,885	1,531,828	246,866	1,778,694	25,568,579
<b>Total<sup>1</sup></b>	<b>\$ 541,281,011</b>	<b>\$ 33,890,759</b>	<b>\$ 5,418,486</b>	<b>\$ 39,309,245</b>	<b>\$ 580,590,255</b>
Updated Forecast	545,294,294	34,025,226	5,366,795	39,392,021	584,686,315
Diff(under)/over	(4,013,283)	(134,467)	51,691	(82,776)	(4,096,060)

Note: November 2018 Wholesale Fuels Tax revenue included a \$9,865,900 Special Audit Assessment adjustment sourced from vendor audit settlement.

1 Beginning in June 2020, State Sales Tax and Local Fuels Tax are recorded either one month (sales tax) or two months (fuels tax) earlier than in prior accounting periods, due to additional information received from the Commonwealth of Virginia on the timing of the source transactions for tax revenues. The change is retroactive and the prior year amounts have been restated.

**Table 2 - Allocations**

Hampton Roads Transportation Fund (HRTF)

Fiscal Year 2025

Project	Total FY2014 - FY2024	Previous FY2025	January 2025	FY 2025 YTD	Total
<i>I-64 Peninsula Widening</i>					
<i>UPC 104905 - Segment 1 - Construction</i>	\$ 11,608,385	\$ -	\$ -	\$ -	\$ 11,608,385
<i>UPC 106665 - Segment 2 - PE/ROW/Construction</i>	159,559,703	-	-	-	159,559,703
<i>UPC 109790/106689 - Segment 3 - PE</i>	10,000,000	-	-	-	10,000,000
<i>UPC 109790/106689 - Segment 3 - Construction</i>	112,893,996	-	-	-	112,893,996
<i>UPC 123656 - Denbigh Blvd Interchange Phase 2 East Bound</i>	26,643,026	-	-	-	26,643,026
<i>I-64/264 Interchange Improvement</i>					
<i>UPC 57048/108042 - Phase I - PE/ROW</i>	15,071,063	-	-	-	15,071,063
<i>UPC 57048/108042 - Phase I - Construction</i>	137,023,653	-	-	-	137,023,653
<i>UPC 17630/108041 - Phase II - PE/ROW</i>	54,592,576	-	-	-	54,592,576
<i>UPC 17630/108041 - Phase II - Construction</i>	73,157,062	-	-	-	73,157,062
<i>UPC 106693 - Phase III - PE &amp; ROW</i>	7,500,000	-	-	-	7,500,000
<i>UPC 125602 - Phase IIIA - PE &amp; ROW</i>	-	9,917,000	-	9,917,000	9,917,000
<i>I-64 Southside Widening/High-Rise Bridge</i>					
<i>UPC 106692 - Phase I - PE</i>	12,200,000	-	-	-	12,200,000
<i>UPC 106692/108990 - Phase I - ROW/Construction</i>	419,756,220	-	-	-	419,756,220
<i>I-64 HRBT Expansion Project</i>					
<i>UPC 115008 - I-64 HRBT Expansion Project D-B Contract</i>	3,004,569,251	-	-	-	3,004,569,251
<i>UPC 115009 - I-64 HRBT Expansion Project Owners Oversight</i>	548,900,330	-	-	-	548,900,330
<i>Hampton Roads Express Lanes Network (HRELN)</i>					
<i>UPC 117840 - Segment 1 Phase 1 - PE</i>	5,621,500	-	-	-	5,621,500
<i>UPC 117839 - Segment 4A/4B Phase 1 - PE</i>	5,916,425	-	-	-	5,916,425
<i>UPC 117841 - Segment 4C Phase 1 - PE</i>	6,062,743	-	-	-	6,062,743
<i>UPC 119637 - Segment 1A - PE/ROW/Construction</i>	92,079,565	-	-	-	92,079,565
<i>UPC 120863 - Segment 1B - PE/ROW/Construction</i>	5,860,180	-	-	-	5,860,180
<i>UPC 119824 - Segment 4A/4B - PE/ROW/Construction</i>	136,611,494	-	-	-	136,611,494
<i>UPC 119638 - Segment 4C - PE/ROW/Construction</i>	399,153,311	-	-	-	399,153,311
<i>UPC 122999 - Transportation Management Plan</i>	8,000,000	-	-	-	8,000,000
<i>UPC 122714 - I-464/I-64 Interchange Improvements - Full Interchange Access Report Development Project</i>	2,500,000	-	-	-	2,500,000
<i>UPC 120375 &amp; 123322 - I-64/I-464 Interchange Exit 291 Flyover Ramp Improvements</i>	15,380,374	-	-	-	15,380,374
<i>HRCS Preferred Alternative Refinement - HRBT</i>	30,000,000	-	-	-	30,000,000
<i>UPC 110577 - SEIS</i>					
<i>UPC 106694 - 460/58/13 Connector Study - PE</i>	1,095,368	-	-	-	1,095,368
<i>UPC 111427 - Bowers Hill Interchange Study</i>	11,904,630	-	-	-	11,904,630
<i>UPC 122761 - I-264 Independence Blvd Interchange IAR</i>	1,250,000	-	-	-	1,250,000
<i>HR Regional Connector Study - HRTPO (Remaining Projects of Third Crossing)</i>	7,000,000	-	-	-	7,000,000
<b>Total</b>	<b>\$ 5,321,910,855</b>	<b>\$ 9,917,000</b>	<b>\$ -</b>	<b>\$ 9,917,000</b>	<b>\$ 5,331,827,855</b>

**Table 3 - Expenditures**  
**Hampton Roads Transportation Fund (HRTF)**  
**Fiscal Year 2025**

Project	Total FY2014 - FY2024	Previous FY2025	January 2025	FY 2025 YTD	Total
<i>I-64 Peninsula Widening</i>					
<i>UPC 104905/111926 - Segment 1 - PE/Construction</i>	\$ 11,608,384	\$ -	\$ -	\$ -	\$ 11,608,384
<i>UPC 106665 - Segment 2 - PE/ROW/Construction</i>	159,559,703	-	-	-	159,559,703
<i>UPC 109790/106689 - Segment 3 - PE</i>	5,762,848	3,990	-	3,990	5,766,837
<i>UPC 109790/106689 - Segment 3 - Construction</i>	91,887,556	8,539	3,440	11,979	91,899,535
<i>UPC 123656 - Denbigh Blvd Interchange Phase 2 East Bound - Design/ROW</i>	1,032,299	20,696	150,103	170,799	1,203,098
<i>I-64/264 Interchange Improvement</i>					
<i>UPC 57048/108042 - Phase I - PE/ROW</i>	15,071,063	-	-	-	15,071,063
<i>UPC 57048/108042 - Phase I - Construction</i>	125,024,039	245,759	291,070	536,829	125,560,868
<i>UPC 17630/108041 - Phase II - PE/ROW</i>	54,592,576	-	-	-	54,592,576
<i>UPC 17630/108041 - Phase II - Construction</i>	73,157,062	-	-	-	73,157,062
<i>UPC 106693 - Phase III - PE &amp; ROW</i>	7,484,554	15,446	-	15,446	7,500,000
<i>UPC 125602 - Phase IIIA - PE &amp; ROW</i>	-	-	-	-	-
<i>I-64 Southside Widening/High-Rise Bridge</i>					
<i>UPC 106692 - Phase I - PE</i>	12,189,098	-	-	-	12,189,098
<i>UPC 106692/108990 - Phase I - ROW/Construction</i>	355,441,980	(17,337,604)	-	(17,337,604)	338,104,375
<i>I-64 HRBT Expansion Project</i>					
<i>UPC 115008 - I-64 HRBT Expansion Project D-B Contract</i>	1,985,096,067	97,949,914	20,375,903	118,325,817	2,103,421,883
<i>UPC 115009 - I-64 HRBT Expansion Project Owners Oversight</i>	227,755,669	15,046,751	8,305,321	23,352,071	251,107,741
<i>HRELN Segment 1 Phase 1 PE - UPC</i>					
<i>UPC 117840 - Segment 1 Phase 1 - PE</i>	5,621,500	-	-	-	5,621,500
<i>UPC 117839 - Segment 4A/4B Phase 1 - PE</i>	5,916,425	-	-	-	5,916,425
<i>UPC 117841 - Segment 4C Phase 1 - PE</i>	6,062,743	-	-	-	6,062,743
<i>UPC 119637 - Segment 1A - PE/ROW/Construction</i>	2,708,292	845	809	1,655	2,709,946
<i>UPC 120863 - Segment 1B - PE/ROW/Construction</i>	2,841,379	33,102	152,381	185,483	3,026,862
<i>UPC 119824 - Segment 4A/4B - PE/ROW/Construction</i>	12,229,024	4,970,314	3,838,384	8,808,698	21,037,722
<i>UPC 119638 - Segment 4C - PE/ROW/Construction</i>	124,231,140	7,918,491	20,737,367	28,655,858	152,886,998
<i>UPC 122999 - Transportation Management Plan</i>	-	-	95	95	95
<i>UPC 122714 - I-464/I-64 Interchange Improvements - Full Interchange Access Report Development Project</i>	928,675	142,040	155,900	297,941	1,226,616
<i>UPC 120375 &amp; 123322 - I-64/I-464 Interchange Exit 291 Flyover Ramp Improvements</i>	-	-	-	-	-
<i>HRCS Preferred Alternative Refinement - HRBT</i>	28,800,287	-	-	-	28,800,287
<i>UPC 110577 - SEIS</i>					
<i>460/58/13 Connector Study - UPC 106694 - PE</i>	1,095,368	-	-	-	1,095,368
<i>Bowers Hill Interchange Study - UPC 111427</i>	7,013,201	116,796	340,639	457,435	7,470,636
<i>UPC 122761 - I-264 Independence Blvd Interchange IAR</i>	335,848	26,034	23,163	49,197	385,045
<i>HR Regional Connector Study - HRTPO (Remaining Projects of Third Crossing)</i>	7,000,000	-	-	-	7,000,000
<b>Total</b>	<b>\$ 3,330,446,780</b>	<b>\$ 109,161,112</b>	<b>\$ 54,374,575</b>	<b>\$ 163,535,687</b>	<b>\$ 3,493,982,467</b>

**Table 3A - Bond-Reimbursed Expenditures**

Hampton Roads Transportation Fund (HRTF)

Fiscal Year 2025

Project	Total FY2014 - FY2024	Previous FY2025	January 2025	FY 2025 YTD	Total
<i>I-64 Peninsula Widening</i>					
UPC 104905/111926 - Segment 1 - PE/Construction	\$ 10,063,882	\$ -	\$ -	\$ -	\$ 10,063,882
UPC 106665 - Segment 2 - PE/ROW/Construction	159,559,703	-	-	-	159,559,703
UPC 109790/106689 - Segment 3 - PE	5,693,804	-	-	-	5,693,804
UPC 109790/106689 - Segment 3 - Construction	87,210,472	-	-	-	87,210,472
UPC 123656 - Denbigh Blvd Interchange Phase 2 East Bound	-	-	-	-	-
<i>I-64/264 Interchange Improvement</i>					
UPC 57048/108042 - Phase I - PE/ROW	15,071,063	-	-	-	15,071,063
UPC 57048/108042 - Phase I - Construction	121,364,711	-	-	-	121,364,711
UPC 17630/108041 - Phase II - PE/ROW	54,592,576	-	-	-	54,592,576
UPC 17630/108041 - Phase II - Construction	65,786,903	-	-	-	65,786,903
UPC 106693 - Phase III - PE & ROW	-	-	-	-	-
UPC 125602 - Phase IIIA - PE & ROW	-	-	-	-	-
<i>I-64 Southside Widening/High-Rise Bridge</i>					
UPC 106692 - Phase I - PE	12,189,098	-	-	-	12,189,098
UPC 106692/108990 - Phase I - ROW/Construction	257,901,644	-	-	-	257,901,644
<i>I-64 HRBT Expansion Project</i>					
UPC 115008 - I-64 HRBT Expansion Project D-B Contract	1,316,824,662	-	-	-	1,316,824,662
UPC 115009 - I-64 HRBT Expansion Project Owners Oversight	99,280,854	-	-	-	99,280,854
<i>HRELN Segment 1 Phase 1 PE - UPC</i>					
UPC 117840 - Segment 1 Phase 1 - PE	-	-	-	-	-
UPC 117839 - Segment 4A/4B Phase 1 - PE	-	-	-	-	-
UPC 117841 - Segment 4C Phase 1 - PE	-	-	-	-	-
UPC 119637 - Segment 1A - PE/ROW/Construction	-	-	-	-	-
UPC 120863 - Segment 1B - PE/ROW/Construction	-	-	-	-	-
UPC 119824 - Segment 4A/4B - PE/ROW/Construction	-	-	17,589,637	17,589,637	17,589,637
UPC 119638 - Segment 4C - PE/ROW/Construction	57,971,938	25,118,521	20,717,190	45,835,711	103,807,649
UPC 122999 - Transportation Management Plan	-	-	-	-	-
UPC 122714 - I-464/I-64 Interchange Improvements - Full Interchange Access Report Development Project	-	-	-	-	-
UPC 120375 & 123322 - I-64/I-464 Interchange Exit 291 Flyover Ramp Improvements	-	-	-	-	-
<i>HRCS Preferred Alternative Refinement - HRBT</i>	-	-	-	-	-
<i>UPC 110577 - SEIS</i>	-	-	-	-	-
460/58/13 Connector Study - UPC 106694 - PE	-	-	-	-	-
<i>Bowers Hill Interchange Study - UPC 111427</i>	-	-	-	-	-
<i>UPC 122761 - I-264 Independence Blvd Interchange IAR</i>	-	-	-	-	-
<i>HR Regional Connector Study - HRTPO (Remaining Projects of Third Crossing)</i>	-	-	-	-	-
<b>Total</b>	<b>\$ 2,263,511,311</b>	<b>\$ 25,118,521</b>	<b>\$ 38,306,827</b>	<b>\$ 63,425,349</b>	<b>\$ 2,326,936,660</b>

**Table 3B - Non-Bond Reimbursed Expenditures**

Hampton Roads Transportation Fund (HRTF)

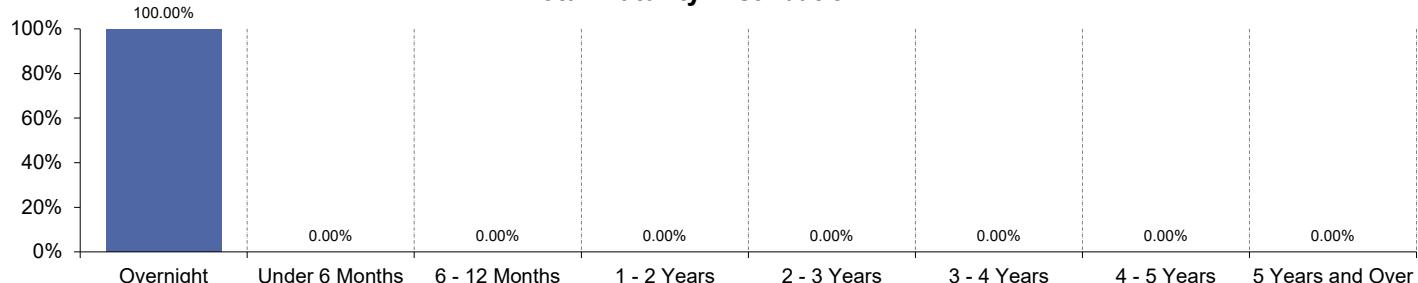
Fiscal Year 2025

Project	Total FY2014 - FY2024	Previous FY2025	January 2025	FY 2025 YTD	Total
<i>I-64 Peninsula Widening</i>					
UPC 104905/111926 - Segment 1 - PE/Construction	\$ 1,544,502	\$ -	\$ -	\$ -	\$ 1,544,502
UPC 106665 - Segment 2 - PE/ROW/Construction	-	-	-	-	-
UPC 109790/106689 - Segment 3 - PE	69,043	3,990	-	3,990	73,033
UPC 109790/106689 - Segment 3 - Construction	4,677,083	8,539	3,440	11,979	4,689,062
UPC 123656 - Denbigh Blvd Interchange Phase 2 East Bound	1,032,299	20,696	150,103	170,799	1,203,098
<i>I-64/264 Interchange Improvement</i>					
UPC 57048/108042 - Phase I - PE/ROW	-	-	-	-	-
UPC 57048/108042 - Phase I - Construction	3,659,328	245,759	291,070	536,829	4,196,157
UPC 17630/108041 - Phase II - PE/ROW	-	-	-	-	-
UPC 17630/108041 - Phase II - Construction	7,370,159	-	-	-	7,370,159
UPC 106693 - Phase III - PE & ROW	7,484,554	15,446	-	15,446	7,500,000
UPC 125602 - Phase IIIA - PE & ROW	-	-	-	-	-
<i>I-64 Southside Widening/High-Rise Bridge</i>					
UPC 106692 - Phase I - PE	-	-	-	-	-
UPC 106692/108990 - Phase I - ROW/Construction	97,540,336	(17,337,604)	-	(17,337,604)	80,202,731
<i>I-64 HRBT Expansion Project</i>					
UPC 115008 - I-64 HRBT Expansion Project D-B Contract	668,271,404	97,949,914	20,375,903	118,325,817	786,597,221
UPC 115009 - I-64 HRBT Expansion Project Owners Oversight	128,474,816	15,046,751	8,305,321	23,352,071	151,826,888
<i>HRELN Segment 1 Phase 1 PE - UPC</i>					
UPC 117840 - Segment 1 Phase 1 - PE	5,621,500	-	-	-	5,621,500
UPC 117839 - Segment 4A/4B Phase 1 - PE	5,916,425	-	-	-	5,916,425
UPC 117841 - Segment 4C Phase 1 - PE	6,062,743	-	-	-	6,062,743
UPC 119637 - Segment 1A - PE/ROW/Construction	2,708,292	845	809	1,655	2,709,946
UPC 120863 - Segment 1B - PE/ROW/Construction	2,841,379	33,102	152,381	185,483	3,026,862
UPC 119824 - Segment 4A/4B - PE/ROW/Construction	12,229,024	4,970,314	(13,751,253)	(8,780,940)	3,448,085
UPC 119638 - Segment 4C - PE/ROW/Construction	66,259,202	(17,200,031)	20,177	(17,179,854)	49,079,348
UPC 122999 - Transportation Management Plan	-	-	95	95	95
UPC 122714 - I-464/I-64 Interchange Improvements - Full Interchange Access Report Development Project	928,675	142,040	155,900	297,941	1,226,616
UPC 120375 & 123322 - I-64/I-464 Interchange Exit 291 Flyover Ramp Improvements	-	-	-	-	-
HRCS Preferred Alternative Refinement - HRBT	28,800,287	-	-	-	28,800,287
UPC 110577 - SEIS	-	-	-	-	-
460/58/13 Connector Study - UPC 106694 - PE	1,095,368	-	-	-	1,095,368
Bowers Hill Interchange Study - UPC 111427	7,013,201	116,796	340,639	457,435	7,470,636
UPC 122761 - I-264 Independence Blvd Interchange IAR	335,848	26,034	23,163	49,197	385,045
HR Regional Connector Study - HRTPO (Remaining Projects of Third Crossing)	7,000,000	-	-	-	7,000,000
<b>Total</b>	<b>\$ 1,066,935,469</b>	<b>\$ 84,042,590</b>	<b>\$ 16,067,748</b>	<b>\$ 100,110,338</b>	<b>\$ 1,167,045,807</b>

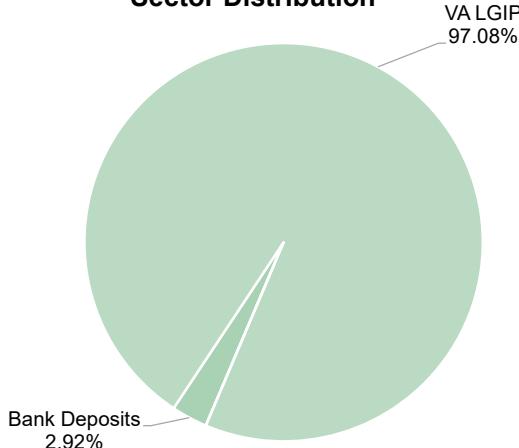
**Hampton Roads Regional Transit Fund**  
**Summary of Cash and Investments**  
**For January 2025**

Portfolio	Yield at Cost	Yield at Market	Balances at Cost	Balances at Market	% of Total
Union Checking	0.00%	0.00%	1,000,000	1,000,000	0.93%
Union Sweep	4.10%	4.10%	2,137,873	2,137,873	1.99%
VA LGIP	4.49%	4.49%	104,162,869	104,162,869	97.08%
<b>Total</b>			<b>\$ 107,300,742</b>	<b>\$ 107,300,742</b>	<b>100.00%</b>

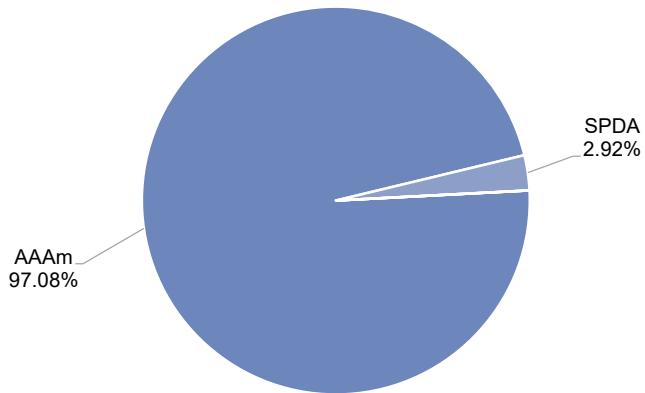
**Total Maturity Distribution**



**Sector Distribution**



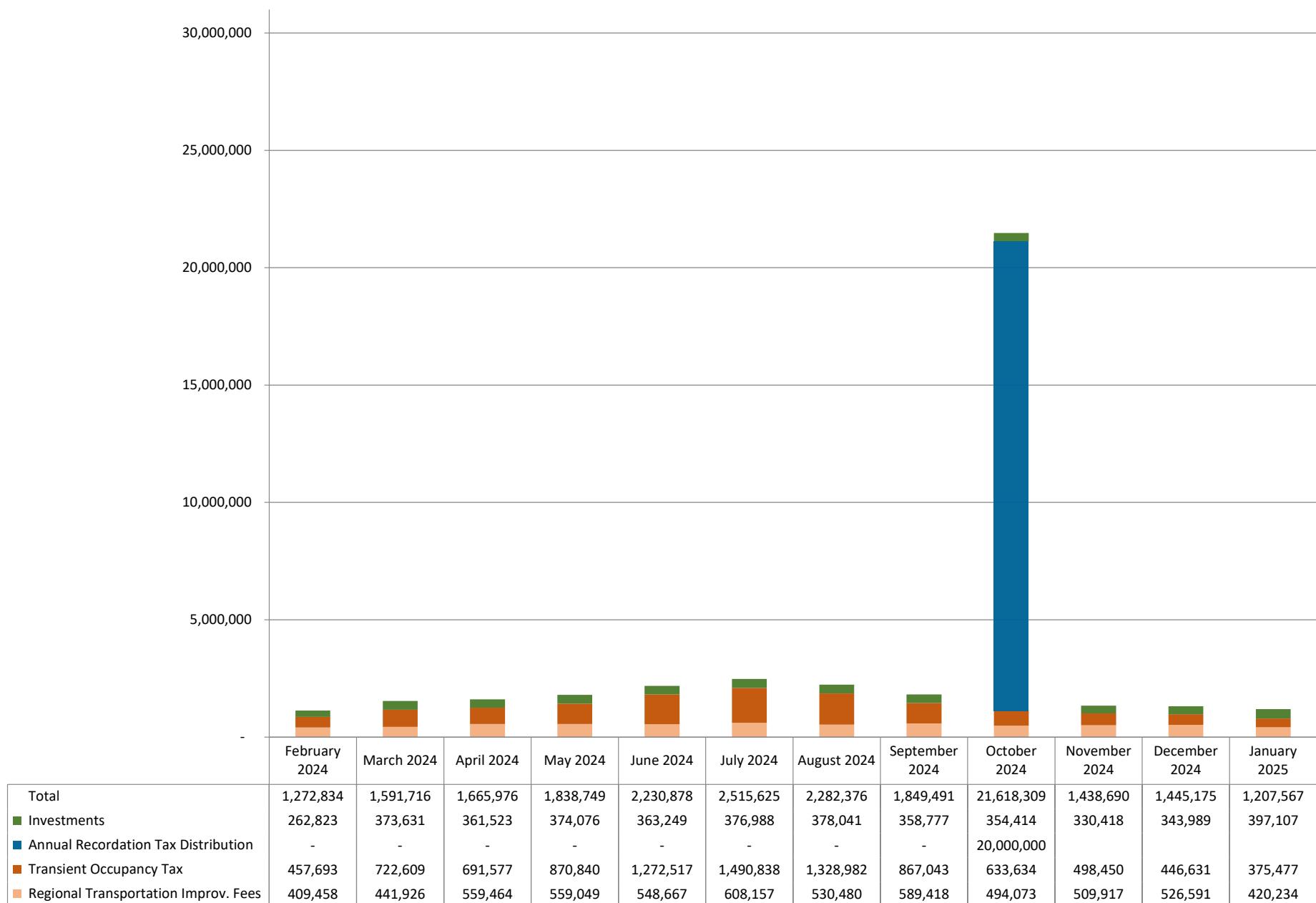
**Credit Distribution**



All charts are based on market value as of January 31, 2025.

This material is for general informational purposes only and is not intended to provide specific advice or a specific recommendation.

## HRRTF Revenue



**Hampton Roads Regional Transit Fund (HRRTF)**  
**Interest and Investment Income**  
**Inception - January 2025**

	FY2021	FY2022	FY2023	FY2024	FY2025	Total
HRRTF Interest Income	57,044	97,432	2,500,324	2,712,127	497,574	5,864,501
HRRTF Investment Income	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,020,242</u>	<u>2,539,735</u>	<u>4,559,977</u>
<b>Total</b>	<b><u>\$ 57,044</u></b>	<b><u>\$ 97,432</u></b>	<b><u>\$ 2,500,324</u></b>	<b><u>\$ 4,732,369</u></b>	<b><u>\$ 3,037,309</u></b>	<b><u>\$ 10,424,477</u></b>

**Hampton Roads Regional Transit Fund (HRRTF)**  
**Revenue and Expenditures**  
**Summary**

	Gross Revenue						Expenditures			Cumulative Balance 7/1/20 - 1/31/25	
	Regional		Annual				Operating				
	Transportation Improv. Fees	Transient Occupancy Tax	Recordation Tax Distribution	Interest	Investments	Total Revenue	Project Expenses	Expenses	Total		
<i>July 2020 - January 2024</i>	\$ 26,878,233	\$ 25,234,261	\$ 80,000,000	\$ 5,035,876	\$ 284,940	\$ 137,433,310	\$ 37,963,250	\$ 721,065	\$ 38,684,316	\$ 98,748,994	
<i>February 2024</i>	409,458	457,693	-	142,860	262,823	1,272,834	-	1,482	1,482	100,020,346	
<i>March 2024</i>	441,926	722,609	-	53,550	373,631	1,591,716	7,566,843	43,732	7,610,575	94,001,487	
<i>April 2024</i>	559,464	691,577	-	53,412	361,523	1,665,976	-	12,954	12,954	95,654,509	
<i>May 2024</i>	559,049	870,840	-	34,784	374,076	1,838,749	3,895,262	5,436	3,900,698	93,592,560	
<i>June 2024</i>	548,667	1,272,517	-	46,445	363,249	2,230,878	3,139,994	71,031	3,211,025	92,612,412	
<i>July 2024</i>	608,157	1,490,838	-	39,643	376,988	2,515,625	-	827	827	95,127,211	
<i>August 2024</i>	530,480	1,328,982	-	44,873	378,041	2,282,376	-	4,745	4,745	97,404,842	
<i>September 2024</i>	589,418	867,043	-	34,253	358,777	1,849,491	-	35,999	35,999	99,218,334	
<i>October 2024</i>	494,073	633,634	20,000,000	136,188	354,414	21,618,309	4,919,578	2,880	4,922,458	115,914,186	
<i>November 2024</i>	509,917	498,450		99,905	330,418	1,438,690	292,655	600	293,255	117,059,621	
<i>December 2024</i>	526,591	446,631		127,964	343,989	1,445,175	4,824,759	41,492	4,866,251	113,638,544	
<i>January 2025</i>	420,234	375,477		14,749	397,107	1,207,567	3,198,319	3,010	3,201,329	111,644,782	
<b>Total 12 Months</b>	<b>6,197,434</b>	<b>9,656,291</b>	<b>20,000,000</b>	<b>828,625</b>	<b>4,275,037</b>	<b>40,957,386</b>	<b>27,837,410</b>	<b>224,188</b>	<b>28,061,598</b>		
<b>Total</b>	<b>\$ 33,075,666</b>	<b>\$ 34,890,552</b>	<b>\$ 100,000,000</b>	<b>\$ 5,864,501</b>	<b>\$ 4,559,977</b>	<b>\$ 178,390,696</b>	<b>\$ 65,800,661</b>	<b>\$ 945,253</b>	<b>\$ 66,745,914</b>		
Less Balance of Encumbered (through FY2030)										<b>(83,460,183)</b>	
<b>Total Net Available</b>										<b>\$ 28,184,600</b>	

**Table 1 - Revenues**  
**Hampton Roads Regional Transit Fund (HRRTF)**  
**Fiscal Year 2025**

Locality	Total FY2020 - FY2024	Previous FY2025	January 2025	FY 2025 YTD	Total
<i>Regional Taxes and Fees</i>					
Chesapeake	\$ 9,327,019	\$ 1,174,537	\$ 126,574	\$ 1,301,111	\$ 10,628,130
Hampton	4,618,670	661,791	109,287	771,078	5,389,748
Newport News	4,827,142	691,724	48,358	740,082	5,567,224
Norfolk	9,074,825	1,439,250	114,173	1,553,423	10,628,248
Portsmouth	2,284,757	290,718	51,746	342,464	2,627,221
Virginia Beach	28,513,878	4,266,194	345,573	4,611,767	33,125,645
Total	\$ 58,646,294	\$ 8,524,214	\$ 795,711	\$ 9,319,925	\$ 67,966,218
Annual Recordation Tax Distribution	80,000,000	20,000,000	-	20,000,000	100,000,000
Total Tax and Fees Revenue	\$ 138,646,294	\$ 28,524,214	\$ 795,711	\$ 29,319,925	\$ 167,966,218
Interest	5,366,927	482,825	14,749	497,574	5,864,501
Investments	2,020,242	2,142,627	397,107	2,539,735	4,559,977
Total Revenue	\$ 146,033,463	\$ 31,149,666	\$ 1,207,567	\$ 32,357,234	\$ 178,390,696
Project Expenses	(52,565,350)	(10,036,992)	(3,198,319)	(13,235,311)	(65,800,661)
Operating Expense	(855,700)	(86,543)	(3,010)	(89,553)	(945,253)
Modified Cash Position	\$ 92,612,413	\$ 21,026,131	\$ (1,993,762)	\$ 19,032,370	\$ 111,644,782
Less Balance of Encumbered	(33,385,143)				(83,460,183)
Net Modified Cash Position	\$ 59,227,270				\$ 28,184,600
Forecast	137,087,920	27,703,358	1,175,010	28,878,368	165,966,288
Total Revenue - Forecast (under)/over	1,558,374	820,856	(379,299)	441,557	1,999,930

**Table 1A - Regional Transportation Improvement Fees**  
**Hampton Roads Regional Transit Fund (HRRTF)**  
**Fiscal Year 2025**

Locality	Total FY2020 FY2024	Previous FY2025	January 2025	FY 2025 YTD	Total
<i>Regional Transit Improvement Fees</i>					
Chesapeake	\$ 6,473,029	\$ 632,914	\$ 76,441	\$ 709,355	\$ 7,182,384
Hampton	2,607,605	329,491	40,917	370,408	2,978,013
Newport News	2,958,146	409,220	27,605	436,825	3,394,971
Norfolk	4,688,449	568,668	60,795	629,463	5,317,912
Portsmouth	1,842,016	211,837	45,717	257,554	2,099,570
Virginia Beach	<u>10,827,551</u>	<u>1,106,506</u>	<u>168,759</u>	<u>1,275,265</u>	<u>12,102,816</u>
<b>Total RTI Fees</b>	<b><u>\$ 29,396,797</u></b>	<b><u>\$ 3,258,636</u></b>	<b><u>\$ 420,234</u></b>	<b><u>\$ 3,678,870</u></b>	<b><u>\$ 33,075,666</u></b>
Forecast	<u>27,996,817</u>	<u>3,125,162</u>	<u>460,082</u>	<u>3,585,244</u>	<u>31,582,061</u>
Total Revenue - Forecast (under)/over	1,399,980	133,474	(39,848)	93,626	1,493,605

**Table 1B - Transient Occupancy Tax**  
**Hampton Roads Regional Transit Fund (HRRTF)**  
**Fiscal Year 2025**

Locality	Total FY2020 FY2024	Previous FY2025	January 2025	FY 2025 YTD	Total
<i>Transient Occupancy Tax</i>					
Chesapeake	\$ 2,853,990	\$ 541,623	\$ 50,133	\$ 591,756	\$ 3,445,746
Hampton	2,011,065	332,300	68,370	400,670	2,411,735
Newport News	1,868,996	282,504	20,753	303,257	2,172,253
Norfolk	4,386,376	870,582	53,378	923,960	5,310,336
Portsmouth	442,741	78,881	6,029	84,910	527,651
Virginia Beach	<u>17,686,329</u>	<u>3,159,688</u>	<u>176,814</u>	<u>3,336,502</u>	<u>21,022,831</u>
<b>Total</b>	<b><u>\$ 29,249,497</u></b>	<b><u>\$ 5,265,578</u></b>	<b><u>\$ 375,477</u></b>	<b><u>\$ 5,641,055</u></b>	<b><u>\$ 34,890,552</u></b>
<i>Forecast</i>	<u>29,091,102</u>	<u>4,578,196</u>	<u>714,928</u>	<u>5,293,124</u>	<u>34,384,226</u>
Total Revenue - Forecast (under)/over	158,395	687,382	(339,451)	347,931	506,326

**Table 2 - Allocations**

Hampton Roads Regional Transit Fund (HRRTF)

Fiscal Year 2025

Project	Total FY2020 - FY2024	Previous FY2025	January 2025	FY 2025 YTD	Total
<i>Regional Transit System - 757 Express</i>					
Transit Bus Expansion (Group A) - Project 202101A	\$ 9,306,000	\$ -	\$ -	\$ -	\$ 9,306,000
Transit Bus Expansion (Group B) - Project 202301H	5,149,662	-	-	-	5,149,662
Transit Bus Expansion - Project 202402H	2,936,431	-	-	-	2,936,431
Transit Bus Expansion - Project 202501H	-	2,198,000	-	2,198,000	2,198,000
<i>Bus Stop Amenity Program</i>					
- Project 202101B	3,265,000	-	-	-	3,265,000
- Project 202201F	5,326,000	-	-	-	5,326,000
- Project 202401F	1,065,000	-	-	-	1,065,000
- Project 202501F	-	2,753,000	-	2,753,000	2,753,000
<i>Regional Transit System Technology</i>					
- Project 202101C	80,000	-	-	-	80,000
- Project 202201G	518,000	-	-	-	518,000
<i>Regional Transit Services</i>					
Operations & Maintenance RTS - Project 202201C	3,523,222	-	-	-	3,523,222
Development & Support Services RTS - Project 202201D	1,923,442	-	-	-	1,923,442
Operations & Maintenance RTS - Project 202301C	7,993,505	-	-	-	7,993,505
Operations & Maintenance RTS - Project 202401C	25,975,300	-	-	-	25,975,300
Operations & Maintenance RTS - Project 202501C	-	25,307,000	-	25,307,000	25,307,000
<i>Net Center Replacement</i>					
- Project 202101D	62,000	-	-	-	62,000
Robert Hall Blvd (Chesapeake) - Project 202201A	100,000	-	-	-	100,000
Robert Hall Blvd (Chesapeake) - Project 202501A	-	500,000	-	500,000	500,000
Evelyn T. Butts (Norfolk) - Project 202201B	100,000	-	-	-	100,000
Evelyn T. Butts (Norfolk) - Project 202402B	4,500,000	-	-	-	4,500,000
Evelyn T. Butts (Norfolk) - Project 202501B	-	2,000,000	-	2,000,000	2,000,000
Orcutt Transfer Center - Project 202501D	-	258,000	-	258,000	258,000
<i>New Bus Operating Division - Southside</i>					
- Project 202101E	1,000,000	-	-	-	1,000,000
- Project 202201E	6,708,000	-	-	-	6,708,000
- Project 202301E	597,000	-	-	-	597,000
- Project 202401E	11,514,000	-	-	-	11,514,000
- Project 202501E	-	22,852,000	-	22,852,000	22,852,000
<i>Non-Revenue Fleet</i>					
- Project 202301J	1,243,421	-	-	-	1,243,421
- Project 202401J	35,941	-	-	-	35,941
- Project 202501J	-	5,920	-	5,920	5,920
<i>Paratransit Fleet</i>					
- Project 202301I	465,000	-	-	-	465,000
<b>Total Allocations</b>	<b>\$ 93,386,924</b>	<b>\$ 55,873,920</b>	<b>\$ -</b>	<b>\$ 55,873,920</b>	<b>\$ 149,260,844</b>

**Table 3 - Expenditures**  
**Hampton Roads Regional Transit Fund (HRRTF)**  
**Fiscal Year 2025**

Project	Total FY2020 - FY2024	Previous FY2025	January 2025	FY 2025	YTD	Total
<i>Regional Transit System - 757 Express</i>						
<i>Transit Bus Expansion (Group A) - Project 202101A</i>	\$ 9,099,298	\$ -	\$ -	\$ -	\$ -	\$ 9,099,298
<i>Transit Bus Expansion (Group B) - Project 202301H</i>	4,487,893	-	-	-	-	4,487,893
<i>Transit Bus Expansion - Project 202402H</i>	-	-	-	-	-	-
<i>Transit Bus Expansion - Project 202501H</i>	-	-	-	-	-	-
<i>Bus Stop Amenity Program</i>						
- <i>Project 202101B</i>	3,265,000	-	-	-	-	3,265,000
- <i>Project 202201F</i>	3,417,711	312,375	35,708	348,083	348,083	3,765,793
- <i>Project 202401F</i>	-	-	-	-	-	-
- <i>Project 202501F</i>	-	-	-	-	-	-
<i>Regional Transit System Technology</i>						
- <i>Project 202101C</i>	79,732	-	-	-	-	79,732
- <i>Project 202201G</i>	438,865	-	-	-	-	438,865
<i>Regional Transit Services</i>						
<i>Operations &amp; Maintenance RTS - Project 202201C</i>	3,523,222	-	-	-	-	3,523,222
<i>Development &amp; Support Services RTS - Project 202201D</i>	1,923,442	-	-	-	-	1,923,442
<i>Operations &amp; Maintenance RTS - Project 202301C</i>	7,993,505	-	1,316,781	1,316,781	1,316,781	9,310,285
<i>Operations &amp; Maintenance RTS - Project 202401C</i>	12,556,013	3,767,908	133,206	3,901,114	3,901,114	16,457,127
<i>Operations &amp; Maintenance RTS - Project 202501C</i>	-	5,736,035	1,439,168	7,175,203	7,175,203	7,175,203
<i>Net Center Replacement</i>						
- <i>Project 202101D</i>	61,869	-	-	-	-	61,869
<i>Robert Hall Blvd (Chesapeake) - Project 202201A</i>	-	-	-	-	-	-
<i>Robert Hall Blvd (Chesapeake) - Project 202501A</i>	-	-	-	-	-	-
<i>Evelyn T. Butts (Norfolk) - Project 202201B</i>	42,521	12,537	-	12,537	12,537	55,058
<i>Evelyn T. Butts (Norfolk) - Project 202402B</i>	-	-	-	-	-	-
<i>Evelyn T. Butts (Norfolk) - Project 202501B</i>	-	-	-	-	-	-
<i>Orcutt Transfer Center - Project 202501D</i>	-	-	-	-	-	-
<i>New Bus Operating Division - Southside</i>						
- <i>Project 202101E</i>	1,000,000	-	-	-	-	1,000,000
- <i>Project 202201E</i>	3,455,307	207,584	137,607	345,191	345,191	3,800,497
- <i>Project 202301E</i>	-	-	-	-	-	-
- <i>Project 202401E</i>	-	-	-	-	-	-
- <i>Project 202501E</i>	-	-	-	-	-	-
<i>Non-Revenue Fleet</i>						
- <i>Project 202301J</i>	786,960	553	135,850	136,403	136,403	923,362
- <i>Project 202401J</i>	-	-	-	-	-	-
- <i>Project 202501J</i>	-	-	-	-	-	-
<i>Paratransit Fleet</i>						
- <i>Project 202301I</i>	434,014	-	-	-	-	434,014
<b>Total Expenditures</b>	<b>\$ 52,565,350</b>	<b>\$ 10,036,992</b>	<b>\$ 3,198,319</b>	<b>\$ 13,235,311</b>	<b>\$ 13,235,311</b>	<b>\$ 65,800,661</b>

## **7. B. VDOT Project Updates**



**April 2025  
Monthly Project Report  
I-64 HAMPTON ROADS  
BRIDGE-TUNNEL  
EXPANSION**

**Report No. 73**  
Project No. 0064-M06-032



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**Issue Date: May 7, 2025**

Prepared by:

Virginia Department of Transportation

<https://hrbtexpansion.vdot.virginia.gov/>

## 1. Executive Summary

### 1.1 Overview

---

This report provides an overview of accomplishments and activities for the Hampton Roads Bridge-Tunnel Expansion Project from March 23, 2025 – April 19, 2025. The Design-Builder for the project is Hampton Roads Connector Partners (HRCP), a consortium that includes lead contractors Dragados, Vinci, Flatiron, and Dodin Campenon Bernard, with lead designers HDR and Mott MacDonald.

The current reporting period is aligned with HRCP's fiscal-month structure, on which the project's design-build schedule updates and invoiced construction progress are based. Reporting periods typically close on the Saturday on or preceding the 24<sup>th</sup> of each month.

During this reporting period, project accomplishments included the following:

- South Island Progress:
  - Installation of south portal internal walls 57% complete.
  - Installation of south portal roof slabs 18% complete.
- Tunnel Progress:
  - 44% complete for General Purpose (GP) tunnel excavation (3,506 ft out of 7,961 total ft excavated).
  - 128 concrete tunnel rings installed this period (519 out of 1,194 total rings installed).
  - 44% complete for HT egress structure L-walls (3,527 ft out of 7,942 ft).
- North Island Progress:
  - Rectilinear approach excavation is complete.
  - Rectilinear approach mud slabs complete.
- Landside Progress:
  - Opening of relocated ramp F on I-64 eastbound to Bayville St.
  - Hydro demolition Type B work at spans 4 – 29 for eastbound widening at Willoughby Bay Bridge is completed.
  - Approach slab pour for eastbound widening at Bayview Blvd. Bridge is completed.
- Marine Progress:
  - South Trestle eastbound piles 72% complete.
  - South Trestle westbound caps 14% complete.

### 1.2 Priorities

---

VDOT's priorities for the Project are to achieve the following objectives:

- To provide mobility enhancements and travel-time reliability along the Project corridor.
- To minimize Project impacts on adjacent communities.
- To improve transportation operations and safety throughout the Project corridor.
- To develop public infrastructure in a financially responsible manner.

## 1.3 Key Updates

### Project Schedule

The last approved schedule for the project is Update 68 (data date: March 23, 2025), and the schedule information in this report reflects this update. Schedule 68 was returned Approved as Noted on April 18, 2025.

Contractual Substantial and Final Completion Dates remain unchanged.

- Substantial Completion on February 26, 2027
- Final Completion on August 27, 2027

The Projected Schedule Completion dates reflected HRCP's Schedule Update 68 are:

- Substantial Completion on March 3, 2027
- Final Completion on September 1, 2027

### Project Budget

The project budget summary below now includes all billed to date costs through April 19, 2025 and does not include forecasted cost outside of the reporting period.

- Project budget overview:

Current total project budget:	\$ 3,935,451,641
Total costs to date:	\$ 2,755,580,472
<b>Remaining project budget:</b>	<b>\$ 1,179,871,169</b>

- Design-build contract overview:

Design-build contract original amount:	\$ 3,299,997,227
Net change orders:	\$ 15,265,929
Exercised Options:	\$ 73,454,414
Material Price Adjustments to Date:	\$ 126,681,292
Assessed Liquidated Damages (LD):	\$ (1,076,000)
Design-build contract sum to date:	\$ 3,514,322,863
Expenditures to date:	\$ 2,617,128,341
<b>Remaining design-build contract amount:</b>	<b>\$ 897,194,522</b>

- Design-build progress to date:

Project Management:	93.6%
Design:	96.9%
Physical Construction Progress:	58.2%
<b>Overall:</b>	<b>74.5%</b>

## Environmental

Environmental updates for this reporting period include:

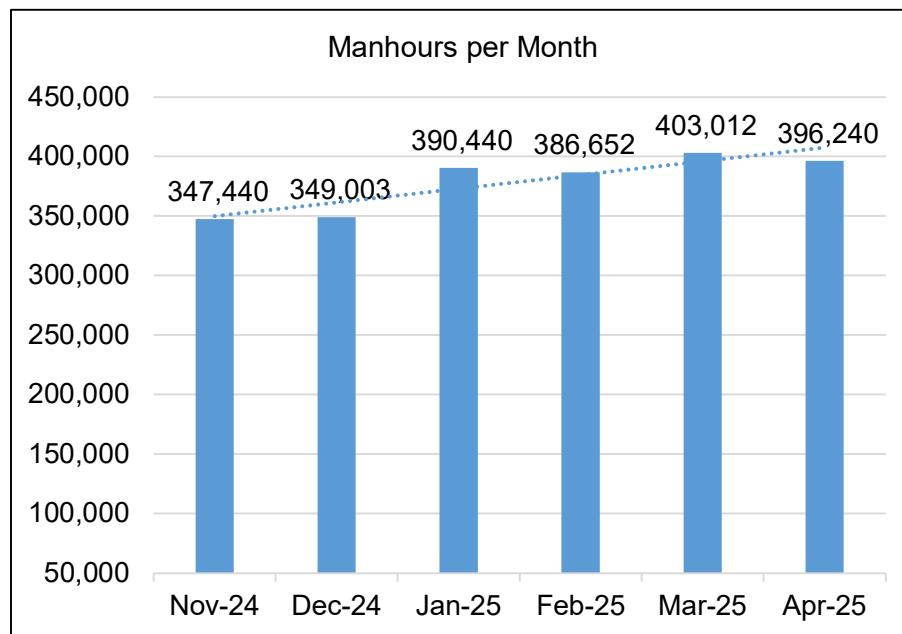
- JPA modification #12 received final approvals on March 27, 2025.
- HRCP received a status update on April 18, 2025, from the Virginia Institute of Marine Science (VIMS) regarding the required submerged aquatic vegetation restoration work required by the regulatory agencies. Based on work performed by VIMS between May 2022 and September 2023, VIMS concluded that the restoration work they conducted in the lower James River was successful.

## Construction

Summary progress updates for this reporting period include:

- Landside Roadways
  - Opening of relocated ramp F on I-64 eastbound to Bayville St.
  - Completed CTA placement along retaining wall 406 near west Bayview Blvd.
- Marine Works
  - North Trestle westbound deck placement at 48%.
- Tunnels and Islands
  - 44% complete for General Purpose (GP) tunnel excavation (3,506 ft out of 7,961 total ft excavated).
  - Completed installation of temporary low point pump station in the GP tunnel.
  - 44% complete for HT tunnel egress structure L-walls.
  - 67% complete for HT tunnel installation of egress footer.
  - 37% complete for South Island portal slabs.
- Landside Bridges
  - Completed Type A milling operations for eastbound widening at Bayview Blvd. Bridge.
  - Completed pile driving operations at Abutment B for westbound widening at Mallory St. Bridge.

The number of construction manhours worked each month is provided by HRCP and is current as of April 30, 2025:



**Project Manhours to Date:**  
15,065,663

## Operations

The following operations activities took place during this reporting period:

- Short-term lane closures for striping maintenance throughout the project corridor.
- Opening of relocated ramp F on I-64 eastbound to Bayville St.
- Temporary detour of Patrol Rd. eastbound to the ramp for drainage installation activities.
- Long-term detour of Mason Creek Rd. to facilitate bridge widening.

## Quality

Quality updates for this reporting period include:

- VDOT continues to monitor HRCP's QA and QC material testing. VDOT also performed Independent Testing and Verification Testing on materials in accordance with VDOT requirements and coordinated with VDOT Materials Division for shop inspections as required.
- VDOT continues to engage HRCP in discussions on HRCP's implementation of their Quality Management System Plan (QMSP) and the effectiveness of the plan.



## Safety

The following safety performance indicator information is provided by HRCP and is current as of April 30, 2025:

- Total Recordable Incidence Rate: 1.59 (National Average: 2.5)
- Lost Time Incidence Rate: 0.22 (National Average 1.6)

## Civil Rights & DBE/SWaM Business Opportunities

HRCP has awarded **381** subcontracts, subconsultant agreements, and purchase orders to certified DBE/SWaM firms on the project. Contract awards continue this period to represent a total of **\$603.2 million** to certified DBE/SWaM firms.

## Public Outreach & Media

Public outreach and project media updates provided by VDOT and HRCP for this reporting period include:

- Project Director Ryan Banas and Deputy Project Director Pete Reilly provided project updates and a site visit for members of the Virginia Office of the Attorney General.
- The Spring 2025 edition of HRBT Expansion Magazine was published at <https://hrbtexpansion.vdot.virginia.gov/newsroom/magazine/>

## 2. Project Schedule

### 2.1 Schedule Status

The following table depicts key milestone dates for the project and has been updated as of the current approved schedule. The last approved schedule for the project is Update 68 (data date: March 23, 2025), and the schedule information in this report reflects this update. Contractual Substantial and Final Completion dates remain unchanged from the Contract Amendment; February 26, 2027, and August 27, 2027, respectively. However, the Project Schedule Update 68 Substantial and Final Completion reflect March 3, 2027, and September 1, 2027, respectively.

	Contract Requirement	March 2025 Schedule	Actual
<b>NTP</b>		Sep 11, 2020	Sep 11, 2020
<b>Substantial Completion</b>	Feb 26, 2027	Mar 3, 2027	
<b>Final Completion</b>	Aug 27, 2027	Sep 1, 2027	

### 2.2 Longest Path

The longest path/critical path in Project Schedule Update 68 is driven by the following activities:

- General Purpose Tunneling - Mining
- TBM disassembly in South Island Tri-cell
- South Island Tri-Cell Permanent Structures
- South Island Ventilation Building and Commissioning
- Commissioning – High Occupancy Toll and General Purpose Operational Testing
- Commissioning – Tunnel, Buildings, Roadways, and Trestles Integration Testing
- ITT Reversal
- Substantial Completion

### 2.3 Impact Analysis

Several elements of work are near-critical and could affect schedule performance if they are not addressed diligently. VDOT and HRCP are closely monitoring these activities. The following work elements have been identified as near critical, meaning there is less than one month of float in the current schedule.

### **South Portal – Work Below Grade**

- South Portal Cell 1 Temporary Structures – Construct Shield and Gantry Cradle
- South Portal Cell 2 Permanent Structures – Interior Walls, Plenum Slabs, & Roof Slabs
- South Portal - Cell 1 GP Permanent Structure Construction after TBM Extraction

### **South Island – Work Above Grade**

- South Island Ventilation Building – Phase 1 & 2 Construction
- South Island HT & GP Inspection Booths Construction
- South Island Buildings Final MEP Work, Commissioning and Functional Testing

### **Tunneling**

- High Occupancy Tunnel – Interior Structures – South to North Sta. 677+85 to 598+44
- General Purpose Tunnel – Interior Structures – North to South Sta. 598+44 to 677+85
- High Occupancy Tunnel – Final MEP Construction & Commissioning
- General Purpose Tunnel – Final MEP Construction & Commissioning

### **North Portal – Work Below Grade**

- North Portal Cell 2 Permanent Structures – External Walls, Interior Walls, Plenum Slabs, Struts & Roof Slabs
- North Portal Cell 1 Permanent Structures – Headwall, External Walls, Portal Walls, Internal Walls, Roadway Slabs, Plenum Slabs, Roof Slabs

### **North Island – Work Above Grade**

- North Island Ventilation Building – Phase 1 Ventilation Construction
- North Island Ventilation Building – Phase 2 Ventilation Construction
- North Island Garage Building – Foundation
- North Island TOC Building – Foundation Excavation
- North Island Crash House Building – Foundation
- North Island Maintenance Facility Extension Building – Construction
- North Island Flood Gate House Building – Construction
- North Island Existing Administration Building – Interior Alterations
- North Island Buildings Final MEP Work, Commissioning and Functional Testing

### **Roadway and Land Bridges**

- Segment 1 Hampton – Remove Existing I-MVD
- Segment 1 Phase 1B, 2, 2A, 2B – MOT, Roadway Widening, Storm Drainage, Retaining Walls
- Mallory Street Local Roads – MOT, Roadway Widening
- Segment 3b Phase 2, 2A, 2B, 3, 3A, & 4 – Roadway Widening, Storm Drainage, Retaining Walls
- Segment 3d Phase 2, 2A, 3, 3A, & 4 – Roadway Widening, Storm Drainage, Retaining Walls
- Segment 4 Phase 2, 3, 4, & 4A – Roadway Widening, MOT, Storm Drainage, Retaining Walls
- ITS Segment 1 Phase 1A – Installation

- ITS Segment 3b Phases 3 & 4 – Installation
- ITS Segment 3d Phases 3, & 4 – Installation
- ITS Segment 4 Phase 4 – Installation
- Blue Crab Willard Switchgear Replacement – Switchgear Civil Works, Building Support, Switchgear, Pre-commissioning & Energization
- Mallory Bridge – Substructure and Superstructure Construction
- 13<sup>th</sup> View Bridge EB – Substructure Abutment A slope protection, Superstructure Construction & Deck Rehab
- 13<sup>th</sup> View Bridge WB – Substructure Construction
- Willoughby Bridge EB & WB ITS – Installation
- Willoughby Bridge EB – OHSS #33 Demo & Reconstruction
- Willoughby Bridge WB – Substructure (Unit 18) Girders and Superstructure Construction
- 4<sup>th</sup> View Bridge WB – Superstructure Rehab
- Bay Ave. Bridge EB – Substructure (Bent 12-15) Construction, Superstructure (Span 11-15) Construction, and Superstructure Deck Rehab.
- Bay Ave. Bridge WB – Construction & Rehab
- Evans Bridge WB – Superstructure Rehab
- Bay View Bridge WB – Superstructure Rehab
- Oastes Creek Bridge WB – Superstructure Rehab
- Patrol Road Bridge WB – Superstructure Rehab

### **Trestles**

- North Trestle – Existing Eastbound – Demolition
- North Trestle – Existing Westbound – Demolition
- North Trestle – N2 & N3 Temporary Work Trestle Installation
- North Trestle – N3 Temporary Work Trestle Demolition
- North Trestle – Westbound Zone 8, 9, & 10 Construction
- North Trestle – ITS Phase 3B & 4
- South Trestle – Existing Eastbound – Demolition
- South Trestle – Existing Westbound – Demolition
- South Trestle – Temporary Work Trestle S2 Removal
- South Trestle – Temporary Work Trestles S3.3, S4, & S5 Installation
- South Trestle – Temporary Work Trestle S5 Demolition
- South Trestle – Zone 2 Finishes
- South Trestle – Zone 4 WB Retaining Wall Replacement
- South Trestle – Zones 5, 6, 7, 8 & 9 Construction
- South Trestle – ITS Phases 7, 9, 10, 11 & 13 – Installation
- South Island Expansion – Zone 5 CIP Abutment F Cap – Marine Work – Rock Placement & Substructure

### **Commissioning and Integration**

- Operational Testing – General Purpose Tunnel – Egress Corridor Pressurization System
- Commissioning Integration – Existing Westbound Tunnel, Existing Eastbound Tunnel, General Purpose Tunnel, High Occupancy Tunnel, VDOT Building North Shore
- ITT Reversal – Preparation Work for Eastbound Tunnel Traffic Direction Change, Roadway Median Barrier Walls after EB ITT Reversal

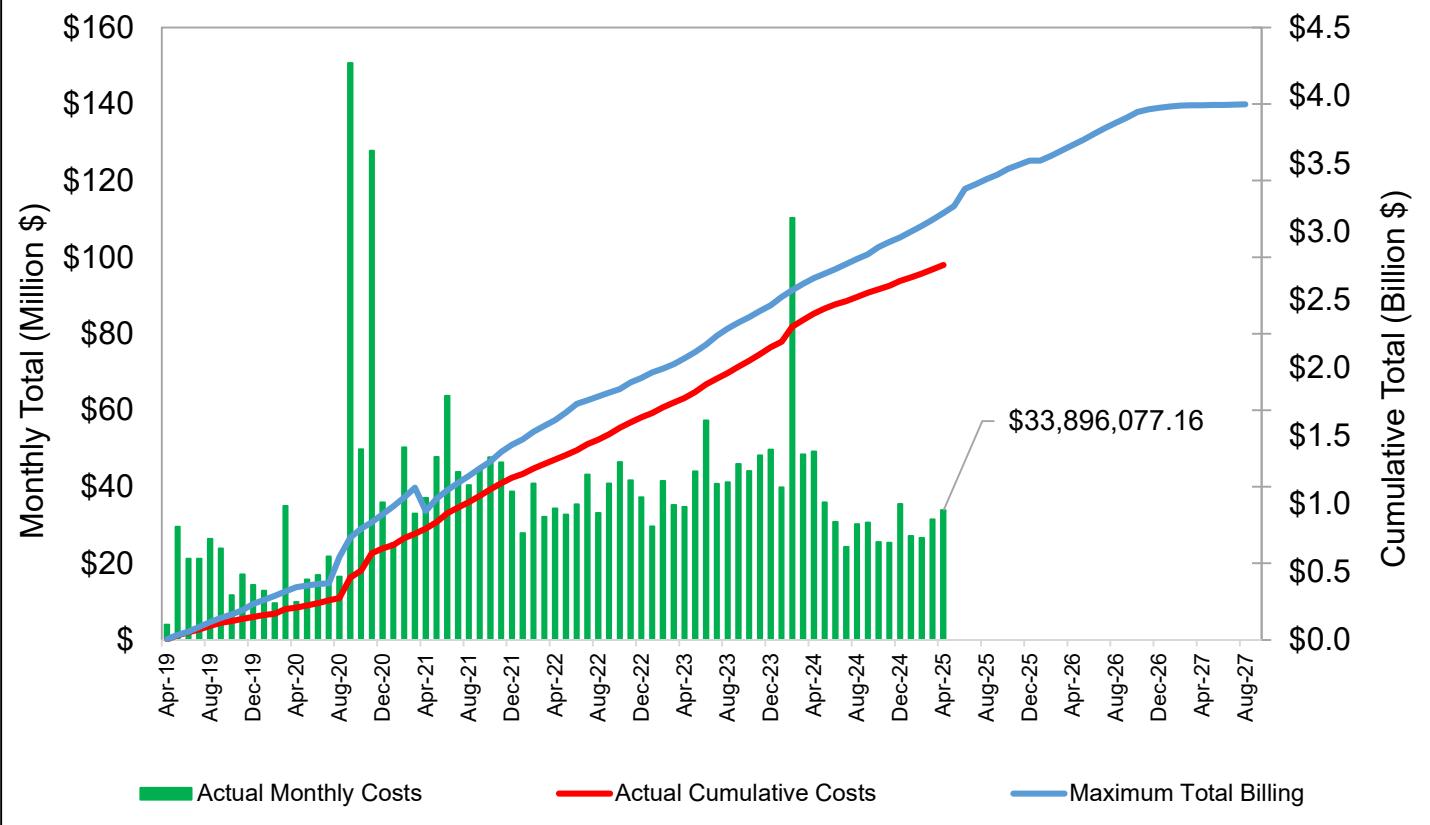
### 3. Project Budget

#### 3.1 Overall Budget

The overall budget outlined in this report is based on the terms and conditions of Article 3 (Project Funding) in the Project Agreement for Funding and Administration (PAFA). The cost curve is based on Exhibit 6 of the Comprehensive Agreement (monthly maximum cumulative compensation amount).

	Amount Spent this Period:	Total Spent to Date:	Original Total Budget:	Total Remaining Budget:	Percent Spent To-date:
<b><u>Comprehensive Agreement</u></b>					
<i>Construction</i>	\$27,052,242.87	\$2,432,889,017.91	\$3,299,997,227.00	\$867,108,209.09	73.72%
<b><u>Owner Costs</u></b>					
<i>Administration</i>	\$350,173.37	\$124,892,737.84	\$122,000,000.00	(\$2,892,737.84)	102.37%
<i>Right of Way</i>	\$100.05	\$9,559,393.57	\$15,000,000.00	\$5,440,606.43	63.73%
<i>No-Excuses Incentive</i>	\$0.00	\$0.00	\$90,000,000.00	\$90,000,000.00	0.00%
<i>Contingency</i>	\$5,622,466.90	\$175,004,870.00	\$335,000,000.00	\$159,995,130.00	52.24%
<i>Bridge Repair Work Option</i>	\$871,093.97	\$13,234,452.98	\$73,454,413.96	\$60,219,960.98	18.02%
<b>Total</b>	<b>\$33,896,077.16</b>	<b>\$2,755,580,472.30</b>	<b>\$3,935,451,640.96</b>	<b>\$1,179,871,168.66</b>	70.02%

## Overall Payments by Month\* \*\*

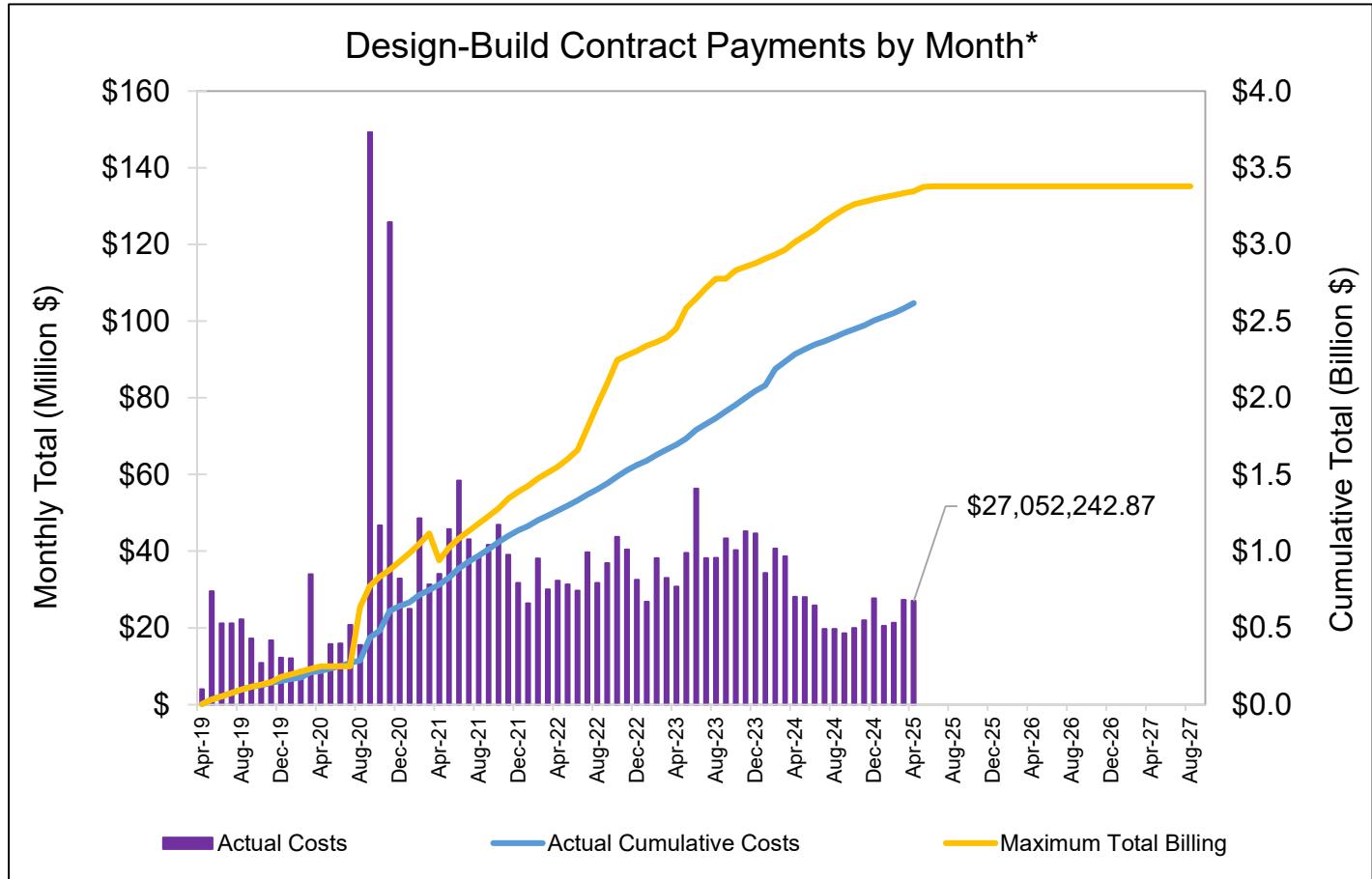


\*The Maximum Total Billing showed an adjustment in May 2021 due to the executed Change Order #40 – Update Maximum Cumulative Cost Curve.

\*\*The increase to monthly costs during February 2024 is primarily due to initial Material Price Adjustments associated with CA Amendment #1.

### 3.2 Design-Build Contract Cost Status

The budget and planned cost have been established based on the maximum cumulative compensation amount. For this period, the invoiced expenditures cover the activities noted in this report.



\*The Maximum Total Billing showed an adjustment in May 2021 due to the executed Change Order #40 – Update Maximum Cumulative Cost Curve.

### 3.3 Budget by Funding Source

The budget for expenditures by funding source is based on the terms and conditions of Article 3 (Project Funding) and Exhibit 5 of the PAFA. This section outlines planned expenditures of both HRTAC and VDOT funds. The cost curve has been developed based on the monthly maximum cumulative compensation amount in the Comprehensive Agreement and will be updated as HRCP refines its design, construction means-and-methods, activity sequences, and project resourcing.

#### 3.3.1 HRTAC and Smart Scale

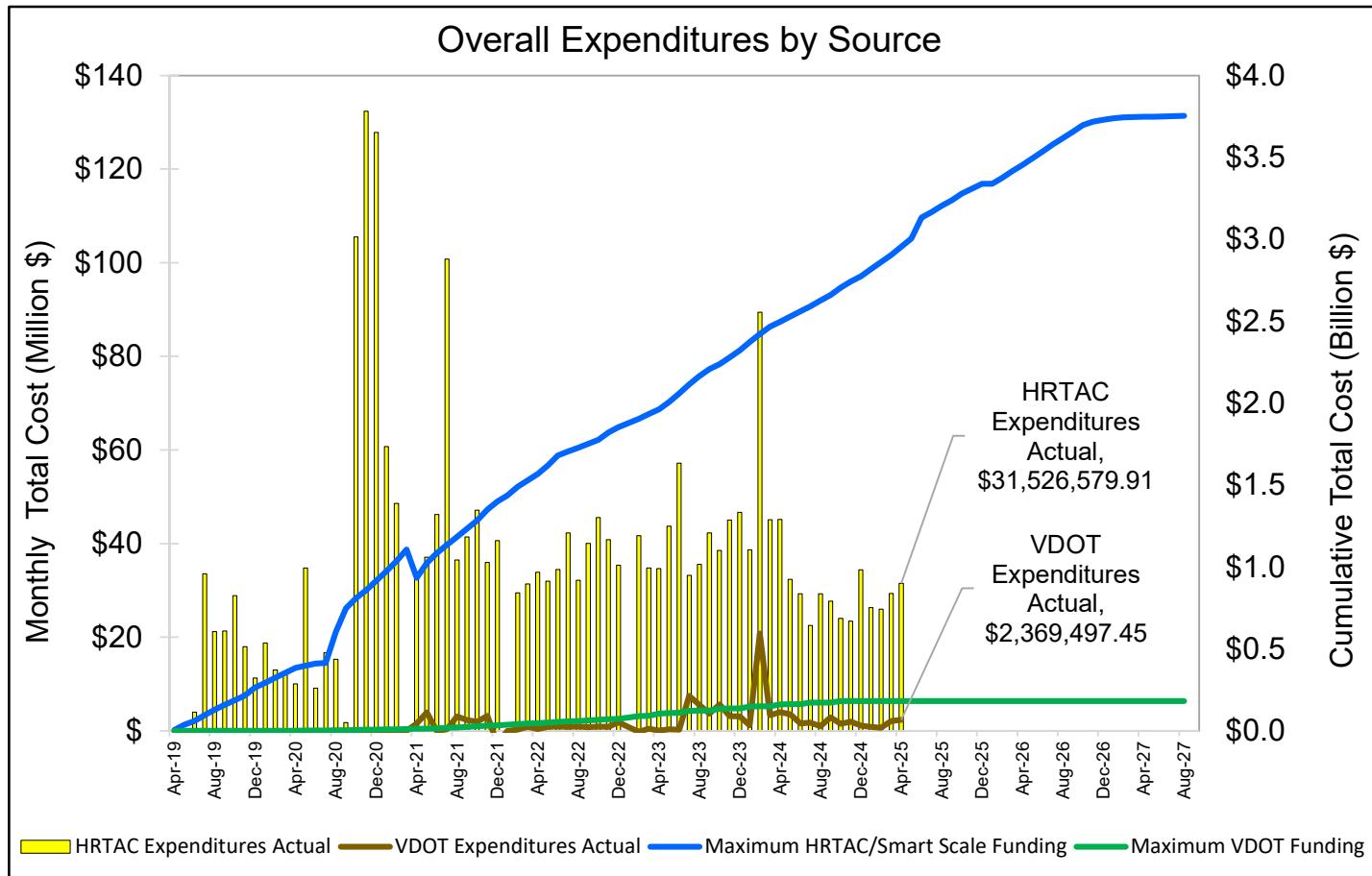
	Amount Spent this Period:	Total Spent to Date:	Original Total Budget:	Total Remaining Budget:	Percent Spent To-date:
<b><u>Comprehensive Agreement</u></b>					
<i>Construction</i>	\$25,957,186.90	\$2,377,581,678.20	\$3,204,569,251.00	\$826,987,572.80	74.19%
<b><u>Owner Costs</u></b>					
<i>Administration</i>	\$0.00	\$118,472,054.00	\$118,472,054.00	\$0.00	100.00%
<i>Right of Way</i>	\$100.05	\$9,559,393.57	\$15,000,000.00	\$5,440,606.43	63.73%
<i>No-Excuses Incentive</i>	\$0.00	\$0.00	\$90,000,000.00	\$90,000,000.00	0.00%
<i>Contingency</i>	\$5,569,292.96	\$146,787,725.71	\$325,428,276.00	\$178,640,550.29	45.11%
<b><u>Total</u></b>	<b>\$31,526,579.91</b>	<b>\$2,652,400,851.48</b>	<b>\$3,753,469,581.00</b>	<b>\$1,101,068,729.52</b>	<b>70.67%</b>

#### 3.3.2 VDOT

	Amount Spent this Period:	Total Spent to Date:	Original Total Budget:	Total Remaining Budget:	Percent Spent To-date:
<b><u>Comprehensive Agreement</u></b>					
<i>Construction</i>	\$1,095,055.97	\$55,307,339.71	\$95,427,976.00	\$40,120,636.29	57.96%
<b><u>Owner Costs</u></b>					
<i>Administration</i>	\$350,173.57	\$6,420,683.84	\$3,527,946.00	(\$2,892,737.84)*	181.99%
<i>Right of Way</i>	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<i>No-Excuses Incentive</i>	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<i>Contingency</i>	\$53,173.94	\$28,217,144.29	\$9,571,724.00	(\$18,645,420.29)**	294.80%
<i>Bridge Repair Work Option</i>	\$871,093.97	\$13,234,452.98	\$73,454,413.96	\$60,219,960.98	18.02%
<b><u>Total</u></b>	<b>\$2,369,497.45</b>	<b>\$103,179,620.82</b>	<b>\$181,982,059.96</b>	<b>\$78,802,439.14</b>	<b>56.70%</b>

\* The VDOT Administration costs are due to higher Owners Costs for South Trestle work oversight, bird management, bridge repair oversight, and Visitor Center Costs.

\*\* The VDOT Contingency costs are primarily due to the VDOT portion of the CA Amendment material price adjustments.



## 3.4 Contingency

### 3.4.1 Contract Changes

	Description	Date	Value	Time
CO-1	VDOT's Acquisition of Willoughby Staging Area	2/11/2020	\$ (3,000,000.00)	0 days
CO-2	Minor Revisions to Technical Requirements	3/18/2020	\$ -	0 days
CO-3	Tunnel Approach Structure Support of Excavation Requirements Refinement	4/28/2020	\$ -	0 days
CO-4	Dispute Resolution Board (DRB) Allowance	5/12/2020	\$ 200,000.00	0 days
CO-5	North Island Armor Stone Value Engineering Change Proposal (VECP)	4/28/2020	\$ (2,011,117.50)	0 days
CO-6	Exit Ramp at Bayville Avenue	5/29/2020	\$ 46,906.29	0 days
CO-7	Minor revisions to the Technical Requirements	7/16/2020	\$ -	0 days
CO-8	Zero Spread Drainage	9/16/2020	\$ 3,239,212.24	0 days
CO-9	Roadway and Bridge Scope Validation Issues	9/4/2020	\$ 15,516,248.00	0 days
CO-10	Slurry Walls as Permanent Structures	8/28/2020	\$ -	0 days
CO-12	Road and Bridge Lighting Requirements	8/27/2020	\$ 2,495,000.00	0 days
CO-13	Bridge Repair Work-Exercise Option	10/9/2020	\$ 73,454,413.96	0 days
CO-14	Trestle Barrier Form Liner Elimination	7/29/2020	\$ (99,571.80)	0 days

CO-15	South Island Ground Improvement Value Engineering Change Proposal (VECP)	9/17/2020	\$ (5,338,000.00)	0 days
CO-16	Navy Security Fencing Design	7/15/2021	\$ 150,000.00	0 days
CO-17	Westbound ITT Reduced Instrumentation	10/30/2020	\$ (184,277.50)	0 days
CO-18	Willoughby Bay Bridge Barriers	9/10/2020	\$ -	0 days
CO-19	GeoPak Version Software Updates	8/3/2020	\$ -	0 days
CO-21	Material Price Adjustment for Asphalt Materials	2/26/2021	\$ -	0 days
CO-22	South Island Asbestos Conduits	9/16/2020	\$ 81,973.93	0 days
CO-23	Island & Tunnel Baseline Monitoring Requirements	7/22/2020	\$ -	0 days
CO-24	Construction Water Supply	9/10/2020	\$ (609,157.27)	0 days
CO-25	Solids Handling Pumps Requirements	11/12/2020	\$ -	0 days
CO-26	Mass Notification Independent System Requirements	11/12/2020	\$ -	0 days
CO-27	Fixed Fire Fighting System Requirements	11/16/2020	\$ -	0 days
CO-28	HOT Lane Shoulder Width	3/29/2021	\$ 2,950,000.00	0 days
CO-30	Willoughby Bay Bridges Fender & Lighting Replacement	2/12/2021	\$ 1,495,000.00	0 days
CO-31	Builder's Risk Insurance	10/21/2021	\$ 1,500,000.00	0 days
CO-32	VCU Fisheries and SAV Mitigation Plan	4/16/2021	\$ (1,042,144.00)	0 days
CO-33	Tunnel Finishes Height	12/18/2020	\$ -	0 days
CO-38	H-Piles in Aggressive Soils	12/18/2020	\$ (47,541.00)	0 days
CO-39	Re-use of Existing Drainage Pipes	4/20/2021	\$ (100,984.25)	0 days
CO-40	Update Maximum Cumulative Cost Curve	7/15/2021	\$ -	0 days
CO-41	Wetland Mitigation Costs	4/26/2021	\$ 3,503,400.00	0 days
CO-42	Navy Gate 22 Drainage Design and Construction	8/19/2022	\$ 1,524,940.16	0 days
CO-43	Hybrid Trestle Beam Design	7/2/2021	\$ -	0 days
CO-44	SCADA Control of Deluge Valves	7/27/2021	\$ -	0 days
CO-45	HRCP Project Executive/Representative Change	5/24/2021	\$ -	0 days
CO-46	Tunnel Sprinkler Heads Material Change	7/28/2021	\$ -	0 days
CO-47	Evans Street Approach Slab Settlement Repair	6/22/2022	\$ 34,082.83	0 days
CO-48	Scope Reduction – City of Hampton	8/24/2022	\$ (6,072,941.31)	0 days
CO-49	HRCP Senior Representative Change	7/2/2021	\$ -	0 days
CO-50	Change in Precast Form Tolerance & Curing Methods	1/10/2022	\$ -	0 days
CO-52	Key Personnel	10/24/2024	\$ -	0 days
CO-53	Sound Wall Quantity Reconciliation	12/6/2021	\$ (16,561,217.63)	0 days
CO-54	4th View Interchange Design and Construction Drainage	8/17/2022	\$ 984,598.45	0 days
CO-55	HREL Overlap Scope Change in Norfolk - Proposal Costs	8/12/2022	\$ 157,237.34	0 days
CO-56	Building Code Changes - Design	10/21/2022	\$ 2,186,150.00	0 days
CO-57	Design-Builder's Senior and Representative Changes	1/11/2022	\$ -	0 days
CO-58	Scope Reduction – City of Norfolk	5/16/2023	\$ (18,739,670.82)	0 days
CO-59	Fisheries and SAV Mitigation Plan - VCU	6/16/2022	\$ (70,238.22)	0 days
CO-60	Navy Fence (remaining design costs)	8/17/2022	\$ 180,142.36	0 days
CO-61	HRELN Tie-In Zero Drainage Spread	11/29/2022	\$ 2,965,469.69	0 days
CO-62	SIP Forms for Marine Bridges	6/28/2022	\$ -	0 days
CO-63	Bridge Repair Item – Insert Plates - New Unit Prices	8/30/2023	\$ -	0 days
CO-64	Tolling Infrastructure Proposal Costs	10/21/2022	\$ 645,242.40	0 days

CO-65	Snowplowable Raised Pavement Markers (SRPMs)	3/3/2023	\$ 256,174.09	0 days
CO-66	Additional Design Costs – CSPM Code Changes and Island Security Fencing - Unilateral	8/14/2024	\$ 3,541,051.00	0 days
CO-68	Buoyancy Calculations	3/3/2023	\$ -	0 days
CO-69	Change of Department's Senior Representative	4/6/2023	\$ -	0 days
CO-70	Reuse of Existing Pipe 29-26 to 29-31	7/26/2023	\$ (117,734.20)	0 days
CO-71	Addendum to WO-24 Water Supply Line	4/25/2023	\$ -	0 days
CO-72	Bay Avenue Approach Ramp	6/29/2023	\$ 120,053.43	0 days
CO-73	Pile Jackets – Additional Chloride Sampling/Testing	1/10/2024	\$ 118,665.12	0 days
CO-74	South Island – Asbestos Pipes	7/7/2023	\$ 128,883.51	0 days
CO-76	Northern Long-Eared Bat (NLEB) Consultation Process	5/1/2024	\$ 45,463.00	0 days
CO-77	Scope Reduction – Segment 5 ITS Trunk Line	11/12/2023	\$ (153,079.38)	0 days
CO-78	Steel Escalation Price Adjustments	9/19/2023	\$ 2,835,839.00	0 days
CO-79	WB Willoughby Bay Bridge Obstructions	1/10/2024	\$ 50,682.44	0 days
CO-80	Marine Fleet Safe Harbor – Hurricane Ian	1/10/2024	\$ 452,075.00	0 days
CO-81	3-Coat Paint System for Steel on Applicable Bridges	1/10/2024	\$ 140,000.00	0 days
CO-82	CA Amendment Disputed Items Resolution	3/21/2024	\$ 9,910,582.34	0 days
CO-83	Marine Fleet Safe Harbor – Tropical Storms Idalia/Ophelia	1/11/2024	\$ 200,262.16	0 days
CO-84	Bird Management Outside of South Island 2023	2/29/2024	\$ 458,375.51	0 days
CO-85	DRBISC #08 SMOT WB Rock Removal	4/3/2024	\$ 1,135,513.87	0 days
CO-86	OHSS No. 36 Foundation – Archaeologist Assessment	2/20/2024	\$ 14,641.81	0 days
CO-87	Traffic IIM-TE-395	8/12/2024	\$ 787,510.46	0 days
CO-88	Bird Management 2024 to Project Completion	5/1/2024	\$ 2,369,359.64	0 days
CO-91	DRBISC #08 ST Zone 6 Rock Removal	5/8/2024	\$ 1,710,784.92	0 days
CO-93	Construction General Permit - 2024	10/15/2024	\$ 411,136.65	0 days
CO-94	HRCP Representative Change	6/11/2024	\$ -	0 days
CO-96	4 <sup>th</sup> View Drainage and Pavement Repair	1/6/2025	\$ 163,199.33	0 days
CO-97	Security Fence	11/7/2024	\$ 863,079.73	0 days
CO-98	DRBISC #12 SMOT WB Abutment	11/26/2024	\$ 294,661.79	0 days
CO-99	ITS Cabinet Materials	4/18/2025	\$ 3,296,173.94	0 days
CO-103	Willoughby Bay Bridge Concrete Overlay	4/16/2025	\$ -	0 days
CO-104	Marine Fleet Safe Harbor – Tropical Storm – Debby 2024	3/27/2025	\$ 253,831.48	0 days
CO-105	Design Builder Member Restructuring	3/26/2025	\$ -	0 days
		<b>TOTAL</b>	<b>\$ 88,720,342.99</b>	<b>0 days</b>

### 3.4.2 Material Price Adjustments

This progress period included the following material price adjustments:

Material	Current Amount	Total to Date	Material Price Adjustment Through*
<b>Per Contract Adjustments (Federally Eligible Costs)</b>			
Exhibit 9 - Asphalt	\$40,002.52	\$336,101.00	February 2025
Exhibit 10 - Fuel	\$22,863.21	\$630,044.46	February 2025
Exhibit 11 - Steel	\$203,550.89	\$7,426,664.67	October 2024
Total	\$266,416.62	\$8,392,810.13	
<b>Per CA Amendment Adjustments (Non-Federally Eligible Costs)</b>			
Exhibit 9 - Asphalt	\$0.00	\$0.00	February 2025
Exhibit 10 - Fuel	\$756.83	\$43,272.14	February 2025
Exhibit 11 - Steel	\$409,820.94	\$10,587,384.39	October 2024
Exhibit 10A – Fuel (Atypical Items)	\$6,451.96	\$1,558,840.07	February 2025
Exhibit 15A – Index-Adjusted Commodities	\$2,022,758.71	\$78,910,791.85	October 2024
Exhibit 15B – Escrow-Adjusted Commodities	\$2,800,298.88	\$27,188,193.84	February 2025
Total	\$5,240,087.32	\$118,288,482.29	

\*Steel price adjustments are based on Federal index data finalized 4 months after each period.

## 4. Environmental

The following environmental management activities occurred during this reporting period:

**Permits:**

- HRCP provided weekly inspection report summaries to the U.S. Army Corps of Engineers (USACE).
- JPA modification #12 received final approvals on March 27, 2025.
- HRCP notified the regulatory agencies that the potential permit modification #13 discussed on March 26, 2025, was being withdrawn from further consideration and the work would be accomplished in accordance with the existing permit authorizations.

**Marine Mammal Protection:**

- No new activities.

**Bird Mitigation:**

- Flyaway Geese staff and dogs are currently patrolling the project areas to prevent early nesting and egg laying.

**Programmatic Agreement:**

- No new activities.

**Archeological Discoveries:**

- No new activities.

**Protected Species:**

- No new activities.

## 5. Construction

The figure below illustrates a map of the project corridor. The project is further categorized into four construction areas.

- Construction Area 1 is composed of landside road work.
- Construction Area 2 is composed of marine work, including the North Trestle, South Trestle, and island expansions.
- Construction Area 3 is composed of tunnel and island site work.
- Construction Area 4 is composed of landside road and bridge work.



## 5.1 Construction Area 1: Landside Roadways

### I-64 (Segment 1):

- Completed installation of columns 30 - 36 at retaining wall 103.
- Continued drainage work near Hampton inspection station.

### I-64 (Segment 3):

- Opening of relocated Ramp F on I-64 eastbound to Bayville St.
- Began settlement period at retaining wall 301 along Bayville St.
- Began exit ramp work for ramp G at the 4<sup>th</sup> View off ramp.
- Completed moment slab concrete placement at retaining wall 302 on Bayville St. between 13<sup>th</sup> View and eastbound off-ramp.
- Completed panels and backfill work at retaining wall 306 along Bayville St.
- Completed barrier wall installation along retaining wall 306 along Bayville St.
- Continued drainage work along 4<sup>th</sup> View westbound on ramp.
- Continued tie-back work at retaining wall 309 near 4<sup>th</sup> View St.
- Continued storm drain installation at 4<sup>th</sup> View on ramp eastbound.

### I-64 (Segment 4):

- Completed asphalt curb and drainage structure adjustments at 4<sup>th</sup> View off ramp eastbound.
- Completed barrier wall installation for retaining wall 406 and 409 near west Bayview Blvd. Bridge.
- Completed light pole blister pours at retaining wall 406 and 409 near west Bayview Blvd. Bridge.
- Completed guardrail installation at sound wall 4 - 6 before west Evans St.
- Completed asphalt placement at retaining wall 402 after 1<sup>st</sup> View St.
- Completed approach slab coping at retaining wall 407 and 409 near west Bayview Blvd.
- Completed drainage pipe installation at Patrol Rd.
- Completed barrier wall rebar work at retaining wall 409 and 501 near Patrol Rd.
- Completed CTA placement along retaining wall 406 near west Bayview Blvd.
- Completed soundwall panel installation along retaining wall 407 near west Bayview Blvd.
- Continued barrier wall work at retaining wall 405 before west Evans St.



► Retaining Wall 402  
Asphalt Placement

## 5.2 Construction Area 2: Marine Trestle Work

### North Trestle:

- **Westbound**
  - 5 piles driven during this period (159 out of 261 total piles driven).
  - 1 and partial decks placed during this period (21.5 out of 45 total decks placed).
  - 12 beams installed during this period (160 out of 280 total beams installed).

### South Trestle:

- **Eastbound**
  - 11 piles driven during this period (337 out of 465 total piles driven).
  - 7 beams installed during this period (445 out of 618 total beams installed).
- **Westbound**
  - 1 cap placed during this period (3 out of 22 total caps placed).



◀ **North Trestle**  
**Westbound**  
Span 12 Beams 3 - 6

## 5.3 Construction Area 3: Tunnels and Islands

### South Island:

- 57% complete for south portal internal walls.
- 43% complete for south portal plenum slabs.
- 18% complete for south portal roof slabs.
- 31% complete for south portal rectilinear approach waterproofing.
- 37% complete for south portal slabs.

### North Island:

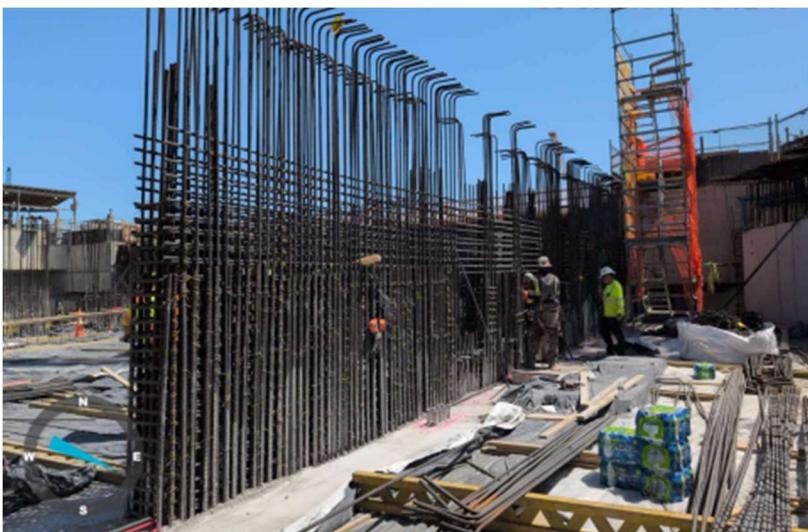
- Completed rectilinear approach excavation at north island.
- Completed rectilinear approach mud slabs at north island.
- 81% complete for wall waterproofing at north island portal.
- 97% complete for rectilinear approach base slab waterproofing at north island portal.
- 97% complete for rectilinear approach base slab at north island portal.
- 79% complete for rectilinear approach base slab at north island portal.

### HT Tunnel:

- Completed low point pump station walls and floor slabs in HT tunnel.
- Continued work on low point pump station (LPPS) structures in HT tunnel.
- Continued work on concrete tunnel egress structures in the HT tunnel.
- Continued installation of water main and drainage force main in HT tunnel.
- 67% complete for installation of egress footer in HT tunnel.
- 44% complete for installation of egress structure L-walls in HT tunnel.
- 71% complete for low point pump station concrete structures in HT tunnel.
- 5% complete for egress structure plenum wall in HT tunnel.

### GP Tunnel:

- 44% complete for General Purpose (GP) tunnel excavation (3,506 ft out of 7,961 total ft excavated).
- 128 concrete tunnel rings installed this period (519 out of 1,194 total rings installed).
- 6% complete for GP tunnel ballast placement stage 1.
- Completed installation of temporary low point pump station in the GP tunnel.



◀ **South Island**  
Cell 2 Roadway Slab  
and Interior Wall  
Reinforcing Steel

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## 5.4 Construction Area 4: Landside Bridges

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**Mallory Street Bridge:**

- Began median pier cap placement preparations for westbound widening.
- Completed pile driving operations at Abutment B for westbound widening.
- Completed footing placement for median pier foundation for westbound widening.
- Continued column placement work for westbound widening.

**Bayville/13<sup>th</sup> View Street Bridge**

- Completed footing placement work at Abutment B for eastbound widening.
- Continued backwall placement work at Abutment B for eastbound widening.
- Continued pile driving operations at Abutment B for westbound widening.

**Willoughby Bay Bridge:**

- Began footing placement preparation at Abutment B for westbound widening.
- Completed rebar placement on bents 46 – 48 for westbound widening.
- Completed hydro demolition Type B work at spans 4 – 29 for eastbound widening.
- Completed placement of approach slab at Abutment B for eastbound widening.
- Continued pile driving operations for westbound widening.
- Continued repair/rehabilitation of existing westbound bridge.
- Continued installation of stay in place deck formwork for westbound widening.
- Continued girder placement for westbound widening.

**Bay Avenue Bridge:**

- Began pile driving work at bent 12 for westbound widening.
- Continued link slab work for spans 20 - 22 for westbound widening.

**Evans St. Bridge:**

- Began preparations for latex overlay for eastbound widening.
- Began preparations for parapet phase 1 pour for eastbound widening.
- Completed Type A milling operations for eastbound widening.
- Completed phase 2A joint reconstruction work for eastbound widening.

**Bayview Blvd. Bridge:**

- Began preparations for latex overlay for eastbound widening.
- Completed parapet pour for eastbound widening.
- Completed Type A milling operations for eastbound widening.
- Completed approach slab pour for eastbound widening.
- Continued phase 2A joint reconstruction work for eastbound widening.

**Oastes Creek Bridge:**

- Completed parapet pour for eastbound widening.
- Completed Type A milling operations at tie-in area for eastbound widening.
- Completed hydro demolition work for eastbound widening.
- Continued approach slab work at Abutment B for eastbound widening.

**Patrol Road Bridge:**

- Continued rehabilitation work for eastbound widening.



◀ **Oastes Creek**  
Type A Milling at the  
Phase Line



◀ **Bayview Bridge**  
Approach slab abutment B  
placement

## 6. Operations

Operations activities include shoulder and lane closures, creation and maintenance of Intelligent Transportation System (ITS) architecture, other maintenance within the corridor, coordination with existing VDOT Operations, and communication with the Hampton Roads Harbor Tunnels (HRHT) facility staff. The following operations activities occurred during this reporting period:

### **Short-Term Lane Closures:**

- Willoughby Bay Bridge, North Trestle, and South Trestle eastbound and westbound to facilitate beam placement as well as concrete placement for piles, caps, and decks.
- Striping maintenance throughout the project corridor.
- Lane closures eastbound and westbound for widening activities.
- Slow rolls and all stops eastbound and westbound for sign structure installation.

### **Long-Term Lane Closures:**

- Bay Ave. in Norfolk to facilitate staging-area access for widening Oastes Creek Bridge.
- Bayview Blvd. in Norfolk and Mallory St. in Hampton to facilitate bridge widening.
- West Ocean Ave. in Norfolk traffic shift to facilitate bridge widening.
- Patrol Rd. in Norfolk traffic shift to facilitate bridge rehabilitation and widening.

### **Norfolk Traffic Shifts**

- Opening of relocated Ramp F on I-64 eastbound to Bayville St.

### **Detours:**

- Temporary detour of Mallory St. eastbound off ramp and westbound on ramps to support equipment mobilization associated with Mallory St. Bridge construction.
- Temporary detour of Patrol Rd. eastbound on ramp for drainage installation activities.
- Temporary detour of Granby St. on ramp westbound for guardrail repair.
- Temporary detour of west Bay Ave. on ramp eastbound for lane shift activities
- Long-term detour on Mason Creek Rd. to facilitate bridge widening.
- Long-term detour of Bayville St. on ramp to I-64 eastbound to facilitate road widening activities was completed and reopened during this reporting period.

### **Intelligent Transportation System (ITS):**

- Relocation and activation of ITS devices at Overhead Sign Structure #18.
- Installation of ITS, Medium Voltage power, and private utility conduit on South Trestle and landside.
- Quarterly concept of operations meeting held, discussed status updates and upcoming relocation activities.

### **Overhead Sign Structures:**

- Foundation installation.
- Installation of Overhead Sign Structure #11, #21, #23, and #24.

### **Roadway Lighting:**

- Continued permanent lighting installation on Willoughby Bay Bridge and Oastes Creek Bridge.



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- Continued temporary lighting installation at South MOT bridge.
- Addressing maintenance of temporary lighting throughout the corridor.

## 7. Quality

Quality updates for this reporting period include:

### **Construction Quality Management Plan (CQMP) Updates:**

- VDOT reviews CQMP updates as part of final “Released for Construction” (RFC) design packages and “Notice of Design Change” (NDC) packages. One package was received during this period and was returned approved.
- Revision 21 of the CQMP was submitted this period and is currently under review.

### **Independent Assurance (IA) Testing Activities:**

- VDOT continues to monitor HRCP’s QA and QC material testing. VDOT also performed Independent Testing and Verification Testing on materials in accordance with VDOT requirements and coordinated with VDOT Materials Department for shop inspections as required.

### **Design Quality Management Plan (DQMP):**

- Revision 23 to the Design Quality Management Plan was submitted this period and is currently under review.

### **Quality Management System Plan (QMSP):**

- VDOT continues to engage HRCP in discussions on HRCP’s implementation of their QMSP and the effectiveness of the plan.
- Revision 28 of the QMSP was submitted this period and is currently under review.

### **Material Book Records:**

- VDOT conducted a monthly review of the current records, and HRCP is responding to audit comments provided by VDOT. Review of the Material Book records includes confirming that HRCP is completing the proper documentation for Buy America compliance. VDOT has completed the full audit of forty volumes of Material Book records and is currently auditing three additional volumes of Material Book records.

### **Routine Quality Activities:**

- VDOT’s quality team conducted reviews of written deficiency notices (WDNs), non-conformance reports (NCRs), root cause analyses and dispositions of deficiencies, with 38 NCRs reviewed for concurrence during this period. VDOT conducted reviews of QA and QC records for accuracy and quality issues and coordinated documentation reviews through VDOT’s Material Department. VDOT also continues a review of current construction quality by performing inspections based on VDOT’s Construction Quality Improvement Program (CQIP).

## 8. Safety

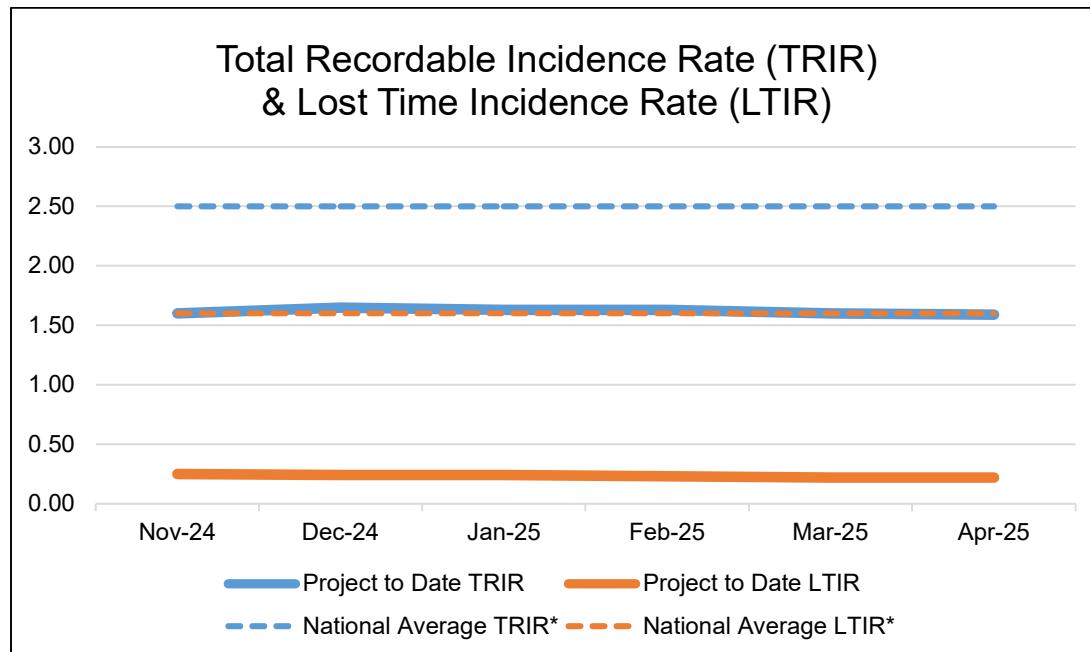
Safety procedures and activities during this reporting period include:

### Safety Activities:

- HRCP Executive Safety Staff performed a site-wide safety inspection and audit.
- HRCP Safety hosted the Norfolk Fire Department for fire hazards training.
- HRCP emphasized National Work Zone Safety Week with crews and daily Toolbox Talks.
- VDOT/HRCP Safety performed bi-monthly safety walks in work areas throughout the project.
- The State Fire Marshall visited the project site and identified a few areas of improvement for HRCP. HRCP is actively addressing these items.

### Safety Performance Indicators:

- The following safety performance indicator information is provided by HRCP and is current as of April 30, 2025:



*\*National averages are from the Bureau of Labor Statistics, US Department of Labor – 2021 Data for Construction Industry, Published November 9, 2022.*

## 9. Civil Rights & DBE/SWaM Business Opportunities

To date, HRCP has awarded **381** subcontracts, subconsultant agreements and purchase orders to certified DBE/SWaM firms. The total contract award is **\$603.2 million** to date. A total of **\$521.5 million** has been paid for work completed by DBE/SWaM firms.

### Compliance Activities:

- HRCP and VDOT met on April 15, 2025, for its monthly Civil Rights Workgroup Meeting. The discussion primarily focused on plans for achieving the OJT goal commitments established in the Comprehensive Agreement in alignment with guidance in the Virginia Transportation Construction Alliance (VTCA) and VDOT On-the-Job Training Program Manual.
- During the reporting period, HRCP's 2025 First Quarter DBE/SWaM Good Faith Efforts Report/C-111, DBE/SWaM Utilization Plan, and Workforce Participation Plan were submitted as required by the Comprehensive Agreement for VDOT's formal review.

### Workforce Development Activities:

- HRCP's On-the-Job Training Program currently represents 46 graduates of the contract goal of 80. There are 10 active enrollees as of this reporting period.
- Workforce Participation: Minorities represent 75.02% (exceeding the contract goal of 27.1%) and Women represent 11.55% (exceeding the contract goal of 6.9%).

### Business Development Activities:

- HRCP has been encouraged to identify plans for outreach efforts to promote business opportunities on the Tunnel Building Packages.

## 10. Public Outreach & Media

The following public outreach and project media activities occurred in this period:

### Public Outreach

- March 25, 2025 – The HRBT Expansion Project Team hosted a second Welcome Center Open House of the month for members of the public.
- April 4, 2025 – HRBT Expansion Project Team provided project updates, a HRBT Welcome Center tour, and site visit for Tidewater Community College Civil Engineering students.
- April 6, 2025 – The HRBT Welcome Center hosted the first of two Open House events for the month. Attendees included visitors from Yorktown, Norfolk, Virginia Beach and Salt Lake City, UT.
- April 8, 2025 – Operations Manager Bradley Weidenhammer provided project updates to alumni and current employees of NASA Langley Research Center.
- April 9, 2025 – Project Director Ryan Banas and Deputy Project Director Pete Reilly provided project updates and a site visit for members of the Virginia Office of the Attorney General.
- April 10 – VDOT Hampton Roads District Engineer Chris Hall and Project Director Ryan Banas presented project updates to the Senior Seminar Class at the Virginia Military Institute (VMI) in Lexington.
- April 10 – Deputy Project Director Pete Reilly presented project updates to the 2025 LEAD Hampton Roads Class.
- April 14, 2025 – HRBT Project Manager Michelle Martin and Environmental Manager Larissa Ambrose provided project updates and a site visit for Enbridge.
- April 16, 2025 – VDOT Hampton Roads District Engineer Chris Hall and Project Director Ryan Banas provided project updates and a site visit to staff of VDOT Salem District.
- April 16, 2025 – HRBT Communications Director Paula Miller provided project updates to members of the Chesapeake Rotary Club.
- April 17, 2025 – HRBT Expansion team presented project updates and a tour of the HRBT Welcome Center to the Norfolk Division of Hampton Roads Chamber.

### Media

- April 8, 2025 – (HRBT Expansion Project) HRBT Tunnel Talk - April 2025 Edition  
<https://tunneltalktoday.libsyn.com/invisible-measurements-of-construction-monitoring>
- April 10, 2025 – (HRBT Expansion Project) Video highlighting upcoming milestones in construction of the new eight-lane South Trestle  
<https://www.facebook.com/share/v/1AZK57guLw/>

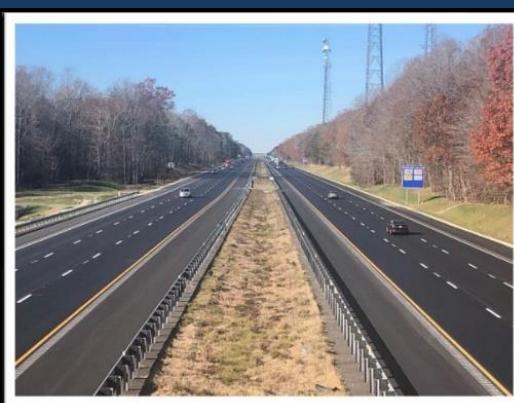
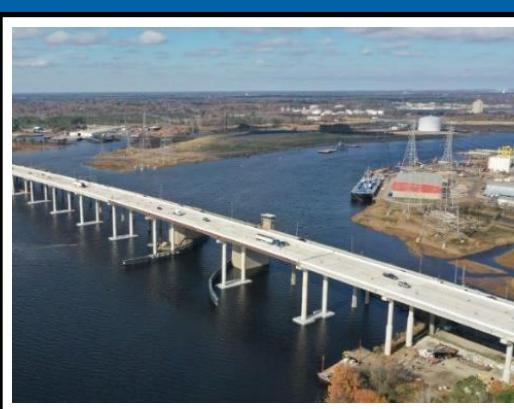
- April 11, 2025 – (HRBT Expansion Project) Video highlighting the hydro-demolition operation underway on Willoughby Bay Bridge  
<https://www.facebook.com/share/v/1AZK57guLw/>
- April 16, 2025 – (HRBT Expansion Project) Spring 2025 edition of HRBT Expansion Magazine: <https://hrbtexpansion.vdot.virginia.gov/newsroom/magazine/>

#### **Lane Closures/Advisories**

- March 28, 2025 – Weekly Lane Closure Report
- April 4, 2025 – Weekly Lane Closure Report
- April 11, 2025 – Weekly Lane Closure Report
- April 15, 2025 – Weekly Lane Closure Report
- April 18, 2025 – Weekly Lane Closure Report

**Visit our website to view more information:**

<https://hrbtexpansion.vdot.virginia.gov/>



# HRTAC PROGRAM MONTHLY EXECUTIVE REPORT

May 2025





## **ORIGINAL MAJOR PROJECTS**

<b>I-64 Peninsula Widening- Segment I</b>	<b>Construction Completed</b>
<b>I-64 Peninsula Widening- Segment II</b>	<b>Construction Completed</b>
<b>I-64 Peninsula Widening- Segment III</b>	<b>Construction Completed</b>
<b>I-64/I-264- Phase I</b>	<b>Construction Completed</b>
<b>I-64/I-264- Phase II</b>	<b>Construction Completed</b>
<b>I-64 Southside Widening and High Rise Bridge Phase I</b>	<b>Construction Completed</b>

**I-64 Peninsula Widening- Segment I****UPC 104905 (HRTAC)**  
**UPC 111926 (State/Federal)****Project Scope:**

From 0.52 miles east of Yorktown Road/Rte 238 (Exit 247) to 1.55 miles west of Jefferson Ave/Rte 143 (Exit 255) (6.1 miles)

- Additional 12' wide travel lanes and 12' wide shoulders within the existing median space
- Replacement of the Industrial Park Drive bridges, and repair and widening of 4 bridges and 2 major culverts
- Strengthened shoulder lane from Ft Eustis Blvd Interchange to Jefferson Avenue Interchange

**Project Financial Summary:**

<u>Project Budget (\$111,608,384):</u>	<u>Funds Expended (as of 04/30/2025):</u>	<u>Budget Remaining (+) / Overrun (-):</u>
○ PE \$ 2,738,567	\$ 2,738,567	\$ 0
○ RW \$ 32,494	\$ 32,494	\$ 0
○ CN \$ 108,837,323	<u>\$ 108,837,323</u>	\$ 0
	\$ 111,608,384	

**Project Schedule (Design-Builder – Shirley Contracting Co., LLC):**

DB Notice to Proceed	March 2015
Project Completion	December 2017
Schedule Status	Completed

**Enabling Funding**

HRTAC	\$ 11,608,384
State/Federal	<u>\$ 100,000,000</u>
	\$ 111,608,384

**Project Status:**

- Contract completed on December 1, 2017
- Project financially closed

**Project Site (Looking West from Denbigh)**

**I-64 Peninsula Widening- Segment II****UPC 106665 (HRTAC)****Project Scope:**

From 1.05 miles west of Hummelsine Parkway/Marquis Center Pkwy/Rte 199 (Exit 242) to where the Segment I project ends at 0.54 miles east of Yorktown Road/Rte 238 (Exit 247) (7.1 miles)

- Additional 12' wide travel lanes and 12' wide shoulders within the existing median space
- Repair and widening of 9 bridges and 6 major culverts
- Reconstruction of existing roadway

**Project Financial Summary:**

Project Budget (\$159,559,703):	Funds Expended (as of 04/30/2025):	Budget Remaining (+) / Overrun (-):
○ PE \$ 2,869,659	\$ 2,869,659	\$ 0
○ RW \$ 530,122	\$ 530,122	\$ 0
○ CN \$ 156,159,922	<u>\$ 156,159,922</u>	\$ 0
	\$ 159,559,703	

**Project Schedule (Design-Builder – Allan Myers VA, Inc.):**

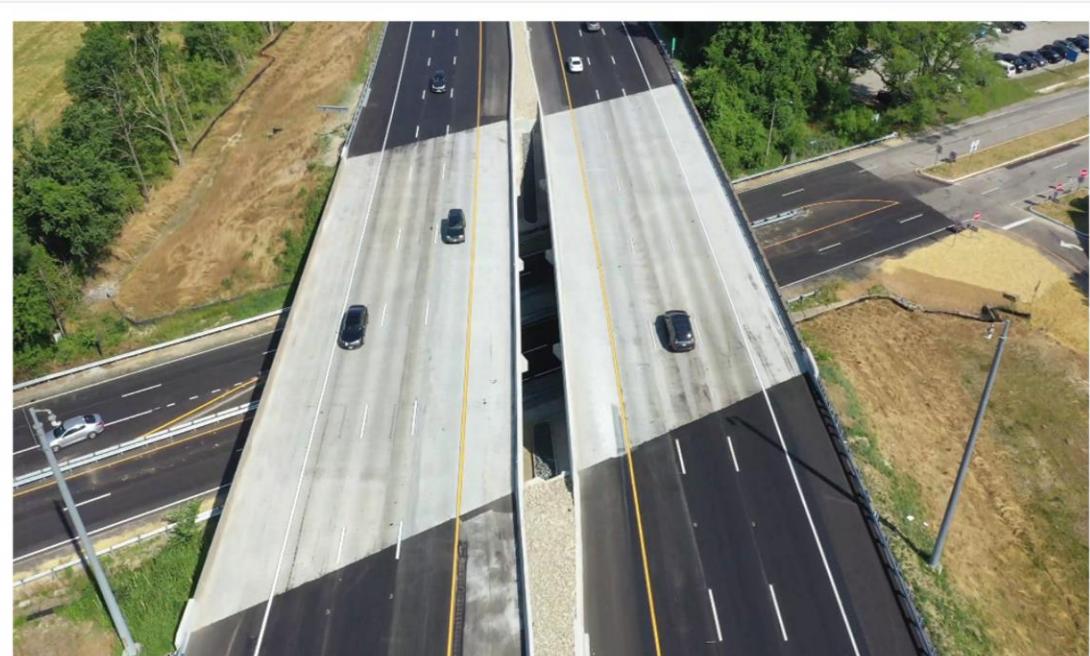
DB Notice to Proceed	February 2016
Project Completion	May 2019
Schedule Status	Completed

**Enabling Funding**

HRTAC	\$ 159,559,703
State/Federal	\$ _____.
	\$ 159,559,703

**Project Status:**

- Contract completed on November 15, 2019
- Project financially closed

**Project Site (Looking West from the Yorktown Road overpass)**

**I-64 Peninsula Widening- Segment III****UPC 106689 (HRTAC)**  
**UPC 109790 (State/Federal)****Project Scope:**

From approximately 1.26 miles West of Rte 199/Lightfoot (Exit 234) to where the Segment II project ends at 1.05 miles west of Hummelsine Parkway/Marquis Center Pkwy /Rte 199 (Exit 242) (8.36 miles)

- Additional 12' wide travel lanes and 12' wide shoulders within the existing median space
- Replacement of the two Queen's Creek bridges, repair and widening of 4 bridges, 3 major culverts
- Reconstruction of existing mainline roadway

**Project Financial Summary:**

<u>Project Budget (\$244,045,973):</u>	<u>Funds Expended (as of 04/30/2025):</u>	<u>Budget Remaining (+) / Overrun (-):</u>
○ PE \$ 10,000,000	\$ 5,766,837	\$ 4,233,163
○ RW \$ 12,000,000	\$ 975,556	\$ 11,024,444
○ CN \$ 222,045,973	<u>\$ 201,054,791</u>	<u>\$ 20,991,182</u>
	\$ 207,797,184	

**Project Schedule (Design-Builder – Shirley Contracting Co., LLC):**

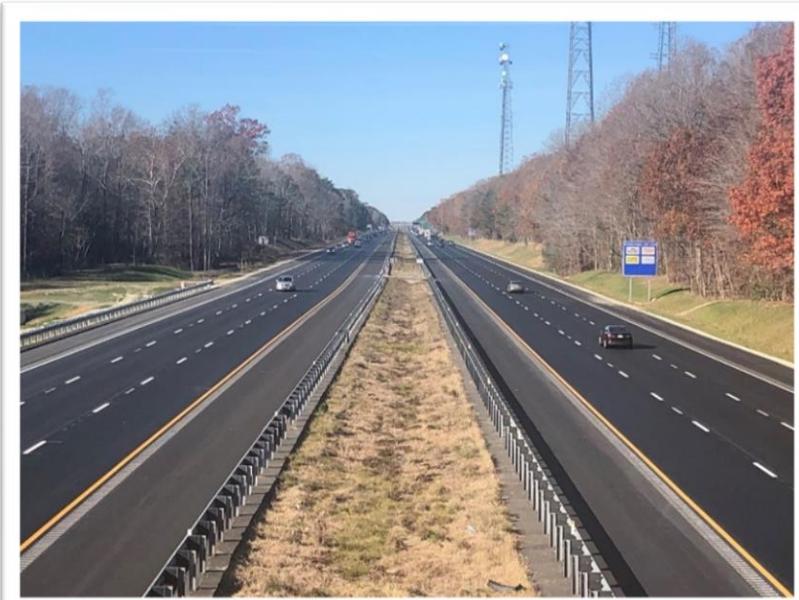
DB Notice to Proceed	January 2018
Project Completion	December 2021*
Schedule Status	Completed

<u>Enabling Funding</u>	
HRTAC	\$ 122,893,996
State/Federal	<u>\$ 121,151,977</u>
	\$ 244,045,973

\*The Project Fixed Completion Date was extended from September to December 2021 to accommodate the additional required sound wall installation.

**Project Status:**

- Contract completed on December 6, 2021
- Financial Close is in progress

**I-64 traffic at the Barlow Road overpass (looking west)**

**I-64/I-264- Phase I****UPC 108042 (HRTAC)**  
**UPC 57048 (State/Federal)****Project Scope:**

From the I-64 Twin Bridges to the I-264/Newtown Road Interchange

- Widening westbound I-64 by adding a second exit lane from Twin Bridges to the I-64/I-264 interchange
- Introducing a new two lane Collector-Distributor (C-D) roadway from I-64 to the Newtown Road interchange
- Constructing a new two-lane flyover ramp from westbound I-64 tying into the existing eastbound I-264 C-D road

**Project Financial Summary:**

<u>Project Budget (\$158,730,023):</u>	<u>Funds Expended (as of 04/30/2025):</u>	<u>Budget Remaining (+) / Overrun (-):</u>
○ PE \$ 10,135,307	\$ 10,135,307	\$ 0
○ RW \$ 11,571,063	\$ 20,458,115	-\$ 8,887,052*
○ CN \$ 137,023,653	<u>\$ 134,821,717</u>	<u>\$ 2,201,936</u>
	\$ 165,415,139	

\*Note: Overrun due to higher than expected property settlements.

**Project Schedule (Contractor – Tutor Perini Corp.):**

Construction Notice to Proceed	October 2016
Project Completion	May 2020
Schedule Status	Completed

**Enabling Funding**

HRTAC	\$ 152,094,716
State/Federal	<u>\$ 6,635,307</u>
	<u>\$ 158,730,023</u>

**Project Status:**

- Contract completed on May 18, 2020
- Financial Close is in progress pending final certification of all expenditures

**CD Road Bridge, 264 Flyover and Tidal Channel (low tide)**

**I-64/I-264- Phase II**

**UPC 108041 (HRTAC)**  
**UPC 17630 (State/Federal)**

**Project Scope:**

From the I-264/Newtown Road Interchange to the I-264/Witchduck Road Interchange

- Extends the new C-D roadway from the Newtown Road interchange to the Witchduck Road interchange 43
- Reconfigure the Newtown Road and Witchduck Road interchange ramps south of I-264
- Constructing a new overpass that connects Greenwich Road south side of I-264 and Cleveland north of I-264

**Project Financial Summary:**

<u>Project Budget (\$194,503,887):</u>	<u>Funds Expended (as of 04/30/2025):</u>	<u>Budget Remaining (+) / Overrun (-):</u>
○ PE \$ 14,082,810	\$ 14,082,810	\$ 0
○ RW \$ 54,392,666	\$ 56,088,701	- \$ 1,696,035*
○ CN \$ 126,028,411	<u>\$ 134,880,960</u>	- \$ 8,852,549**
	\$ 205,052,471	

\*Note: Overrun due to higher than expected property settlements.

\*\*Note: Overrun primarily due to change orders and CEI costs.

**Project Schedule (Contractor – The Lane Construction Corp.):**

Construction Notice to Proceed	February 2018
Project Completion	November 2022***
Schedule Status	Completed

<u>Enabling Funding</u>	
HRTAC	\$ 127,749,638
State/Federal	<u>\$ 66,754,249</u>
	\$ 194,503,887

\*\*\*Note: The Project Fixed Completion Date was extended from September 2021 to November 2022 due to additional scope and differing site conditions

**Project Status:**

- Contract completed on November 11, 2022
- Financial Close is in progress pending the settlement of 1 outstanding RW parcel



I-264 EB at Cleveland Street Flyover



I-264 EB at Cleveland Street Flyover (Bridge Lighting)

**I-64 Southside Widening and High Rise Bridge - Phase I**

**UPC 106692 (HRTAC)**  
**UPC 108990 (State/Federal)**

**Project Scope:**

From approximately the I-64/264/664 Interchange at Bowers Hill and extending to the I-64/464 Interchange in Chesapeake

- Widening from 4 to 6 lanes
- Constructing a new High Rise Bridge parallel to and to the South of the existing High Rise Bridge

**Project Financial Summary:**

<u>Project Budget (\$524,613,765):</u>	<u>Funds Expended (as of 04/30/2025):</u>	<u>Budget Remaining (+) / Overrun (-):</u>
○ PE \$ 12,200,000	\$ 12,189,268	\$ 10,732
○ RW \$ 18,726,000	\$ 11,780,782	\$ 6,945,218
○ CN \$ 493,687,765	<u>\$ 422,699,498</u>	<u>\$ 70,988,267</u>
	\$ 446,669,548	

Enabling Funding

HRTAC	\$ 431,956,220
State/Federal	<u>\$ 92,657,545</u>
	\$ 524,613,765

**Project Schedule (Design-Builder – Granite-Parsons-Corman, JV):**

DB Notice to Proceed	November 2017
Fixed Completion Date	January 2023*
Project Completion	October 2024
Schedule Status	Completed

\* Note: The Project Fixed Completion Date was extended to December 2022 to add roadway/drainage infrastructure for future Part-Time Shoulder Express Lanes. Then it was extended to January 2023 to add milling and overlay

**Project Status:**

- Contract completed on October 31, 2024
- Contractual Close is in progress pending final payment to contractor and closure of environmental permits



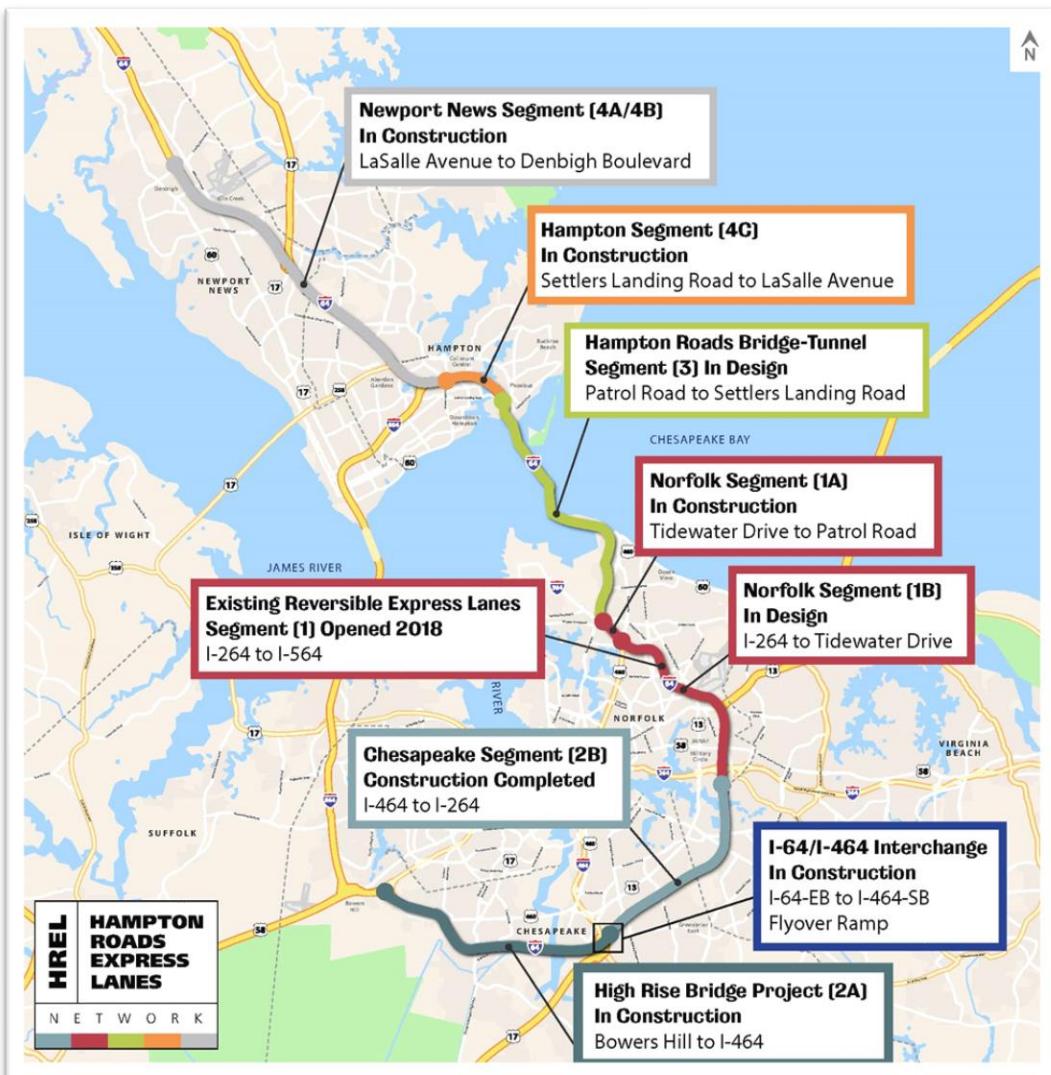
**Traffic on new High Rise Bridge  
(looking west)**



**Traffic on I-64 just West of Great Bridge Blvd  
(looking west)**

## HREL PROJECTS

HREL Segment 1A (Norfolk)	In Construction
HREL Segment 1B (Norfolk)	In Procurement
HREL Segment 2B (Chesapeake)	Construction Completed
HREL Segment 3 (HRBT Tolling Infrastructure)	In Design
HREL Segment 4A/4B (Newport News)	In Construction
HREL Segment 4C (Hampton)	In Construction
I-64/I-464 Exit 291 Interchange Improvements	In Construction



**HREL Segment 1A (Norfolk)****UPC 117840 (HRTAC) Phase 1-PE****UPC 119637 (HRTAC) PE, RW, CN****UPCs 120944, 121360, 121361 (State/Federal)****Project Scope:**

From 0.078 Miles East of Patrol Road to 0.558 Miles East of Tidewater Drive, an existing General Purpose shoulder will be converted into a Part Time Shoulder Express Lane in each direction

- Widening five bridges (EB/WB Tidewater Drive, EB Granby Street, EB I-564, and EB E. Little Creek Road)
- Rehabilitating/strengthening two miles of shoulder in each direction
- Widening roadway in spot locations to maintain minimum shoulder width
- Includes noise walls, tolling gantries, and overhead signing

**Project Financial Summary:**

<u>Project Budget (\$197,612,207):*</u>	<u>Funds Expended (as of 04/30/2025):</u>	<u>Budget Remaining (+) / Overrun (-):</u>
○ PE \$ 4,900,000*	\$ 4,653,135	\$ 246,865
○ RW \$ 500,000	\$ 38,864	\$ 461,136
○ CN \$ 192,212,207	<u>\$108,860,941</u>	\$ 83,351,266
	\$113,552,940	

\*Note: The Project PE budget includes \$1,981,680 from the HRTAC funded UPC 117840 Phase 1-PE \$5,621,500 budget.

**Project Schedule (Design-Builder – Allan Myers, Inc.):**

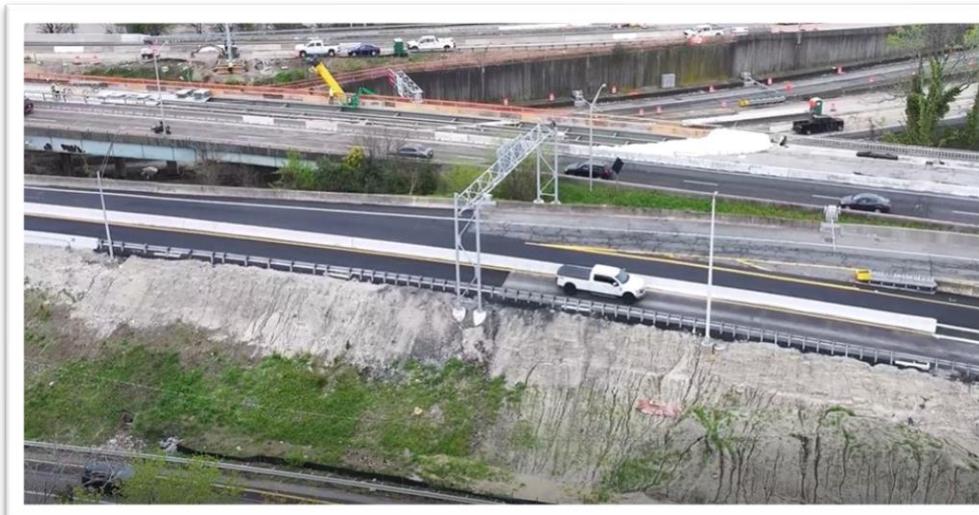
DB Notice to Proceed	December 20, 2022
Project Completion	April 9, 2026 **
Schedule Status	On-Schedule

<u>Enabling Funding</u>	
HRTAC	\$ 94,061,245*
State/Federal	<u>\$ 103,550,962</u>
	\$ 197,612,207

\*\*Note: The Project Fixed Completion Date was extended to April 9, 2026 to add the ~~Alternative Bypass Lane~~ project to this project.

**Project Status:**

- I-64 WB mainline traffic shift/split and utilization of the new slip ramp construction is in place.
- Ongoing bridge work on reversible lanes over 564/Little Creek, I-64-EB over I-64-WB to I-564-WB ramp, I-64-EB and I-64 WB over Little Creek Rd, I-64-EB and I-64 WB over Granby St, I-64-EB and I-64 WB over Tidewater Dr

**I-64 EB Reversible lanes with Alternative Bypass Lane**

**HREL Segment 1B (Norfolk)**

**UPC 117840 (HRTAC) Phase 1-PE**  
**UPC 120863 (HRTAC) PE, RW, CN**  
**UPCs 121052, 121258 (State/Federal)**

**Project Scope:**

From 0.558 Miles East of Tidewater Drive to 1.04 miles East of I-264, an existing General Purpose shoulder will be converted into a Part Time Shoulder Express Lane in each direction

- Replacing two bridges (EB/WB Chesapeake Boulevard)
- Rehabilitating/strengthening seven miles of shoulder in each direction
- Widening roadway in spot locations to maintain minimum shoulder width
- Includes noise walls, tolling gantries, and overhead signing

**Project Financial Summary:**

Project Budget (\$425,327,648):*	Funds Expended (as of 04/30/2025):	Budget Remaining (+) / Overrun (-):
○ PE \$ 17,750,000*	\$ 9,153,897	\$ 8,596,103
○ RW \$ 2,865,000	\$ 0	\$ 2,865,000
○ CN \$ 404,712,648	<u>\$ 0</u>	\$ 404,712,648
	\$ 9,153,897	

\* Note: The Project PE budget includes \$3,639,820 from the HRTAC funded UPC 117840 Phase 1-PE \$5,621,500 budget. Current SPA includes PE and RW only. CN will be added at award.

**Project Schedule**

Public Hearing	December 1 & 2, 2021
Request for Qualifications	December 4, 2024
Request for Proposals	May 5, 2025
Notice of Intent to Award	November 2025
DB Notice to Proceed	January 2026*
Project Completion	December 2029
Schedule Status	On-Schedule

\*Note: Date was revised since last month's HRTAC report based on the May 5, 2025 RFP date.

**Project Status:**

- The final Cost Schedule, Risk Analysis report was approved by FHWA and submitted to VDOT
- RFP was released to the short-listed DB offerors on May 5, 2025
- Preparing for responses to offerors' questions, addendum, and ATCs

**Enabling Funding**

HRTAC	\$ 347,327,648*
State/Federal	\$ 78,000,000
	\$ 425,327,648



**HREL Segment 2B (Chesapeake)****UPC 112923 (TIFRA)****Project Scope:**

From the I-64/464 interchange to the I-64/264 interchange, 7.65 miles of an existing HOV lane is being converted into an Express Lane in each direction

- Includes concrete barriers and minor drainage improvement
- Includes tolling gantries, tolling equipment, signing, and overhead signage

**Project Financial Summary:**

<u>Project Budget (\$24,919,901):</u>	<u>Funds Expended (as of 04/30/2025):</u>	<u>Budget Remaining (+) / Overrun (-):</u>
○ PE \$ 2,543,662	\$ 2,543,662	\$ 0
○ RW \$ 0	\$ 0	\$ 0
○ CN \$ 22,376,239	\$ 22,365,696	\$ 10,543
	\$ 24,909,358	

**Project Schedule (Contractor – Aldridge Electric, Inc.):**

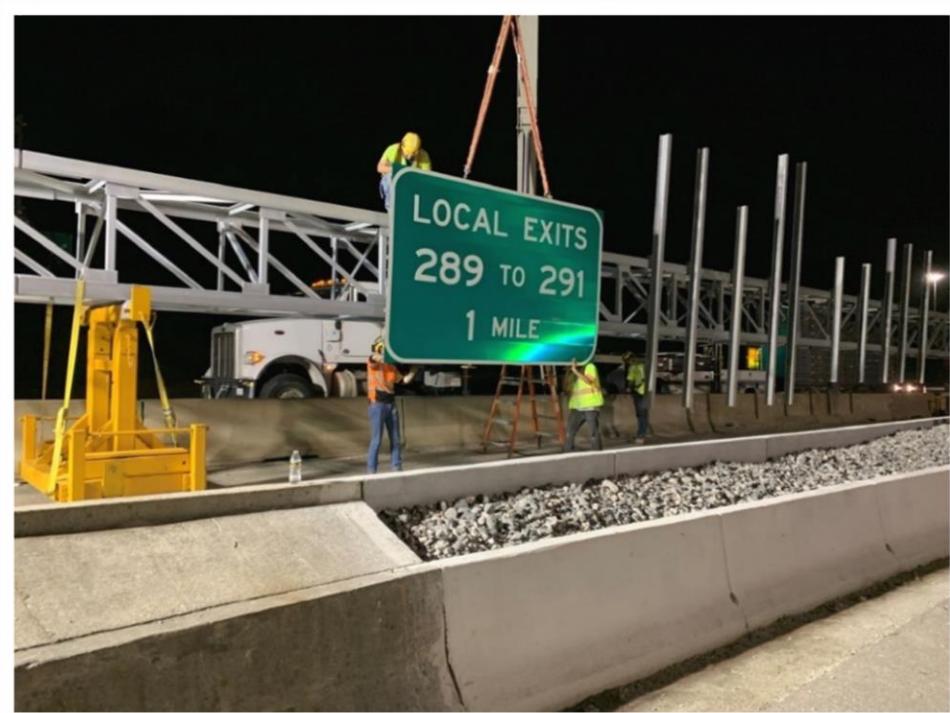
Construction Notice to Proceed	October 2020
Project Completion	August 2022
Schedule Status	Completed

**Enabling Funding**

TIFRA	\$ 24,919,901
State/Federal	\$ _____.
	\$ 24,919,901

**Project Status:**

- Contract completed on August 22, 2022
- Financial Close is in progress

**Local Exit Sign for the Express Lanes**

### **HREL Segment 3**

**UPC 118376 (HRTAC)**

#### Project Scope:

From 0.170 miles West of Mallory St. Interchange to 0.174 miles West of Tidewater Dr. Interchange, Express Lane tolling infrastructure is being installed in each direction for 9.78 miles within the HRBT expansion project limits. Enhancements to the Over Height Vehicle Detection System (OHVDS) will also be added in the Westbound direction of I-64 within the project limits.

- Limited to tolling signage and structures, ITS and equipment, pavement markings, and OHVDS equipment
- Connector to HREL Segments 4C and 1A

#### Project Financial Summary:

<u>Project Budget (\$18,789,474):</u>	<u>Funds Expended (as of 04/30/2025):</u>	<u>Budget Remaining (+) / Overrun (-):</u>
○ PE \$ 1,834,000	\$ 1,941,388	\$ -107,388
○ RW \$ 0	\$ 0	\$ 0
○ CN \$ 16,955,474	\$ 0	\$ 16,955,474
	\$ 1,941,388	

#### Project Schedule:

Willingness Posted	April 26, 2023
Design Approval	August 15, 2024
Advertisement	July 8, 2025 **
Construction Notice to Proceed	November 14, 2025 **
Project Completion	August 2027 *
Schedule Status	On-Schedule

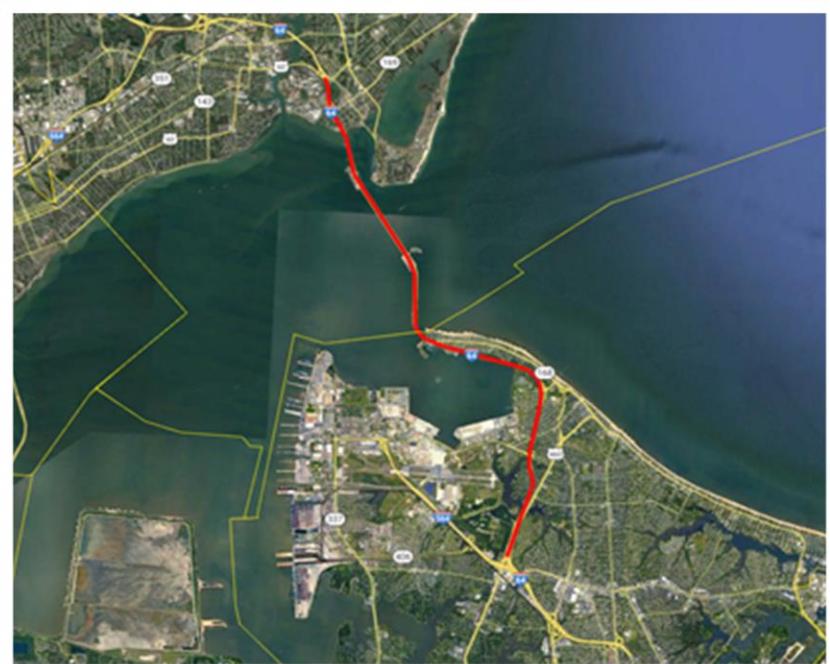
<u>Enabling Funding</u>	
HRTAC	\$ 18,789,474
State/Federal	\$ _____.
	\$ 18,789,474

\*Note: Dates for construction activities may be adjusted to match the HRBT project's construction timeline for opening the HREL corridor to tolling

\*\* Note: New Advertisement dates provided; still subject to change

#### Project Status:

- Scoping Approval received 04/10/24
- Design Approval received 08/15/24
- Submission for Advertisement 08/20/24
- IIPM product selected and approved 11/19/24
- Incorporating additional IIPM scope from HREL Segment 4C
  - Plans distributed for review 04/01/2025



**HREL Segment 4A/4B (Newport News)**

**UPC 117839 (HRTAC) Phase 1-PE**  
**UPC 119824 (HRTAC) PE, RW, CN**  
**UPCs 120324, 121054 (State/Federal)**

**Project Scope:**

From 1.20 miles west of Denbigh Boulevard in Newport News to Mercury Boulevard in Hampton, an existing HOV lane will be converted into an Express Lane in both directions. From Mercury Boulevard to 0.139 miles east of LaSalle Avenue in Hampton, one Express Lane will be constructed in each direction. The total length of the project is 13.5 miles

- Replacing two bridges (EB/WB LaSalle Avenue)
- Rehabilitating three bridges (EB/WB Armistead Avenue, EB/WB Billy Woods Canal, and EB/EB J. Clyde Morris Blvd)
- Includes tolling gantries, and overhead signage

**Project Financial Summary:**

<u>Project Budget (\$164,296,604):*</u>	<u>Funds Expended (as of 04/30/2025):</u>	<u>Budget Remaining (+) / Overrun (-):</u>
○ PE \$ 12,391,063*	\$ 9,556,242	\$ 2,834,821
○ RW \$ 77,782	\$ 43,639	\$ 34,143
○ CN \$ 151,827,759	<u>\$ 37,156,732</u>	<u>\$ 114,671,027</u>
	\$ 46,756,613	

\* Note: The Project PE budget includes \$5,916,425 from the HRTAC funded UPC 117839 Phase 1-PE budget.

**Project Schedule (Contractor – The Lane Construction Corp.):**

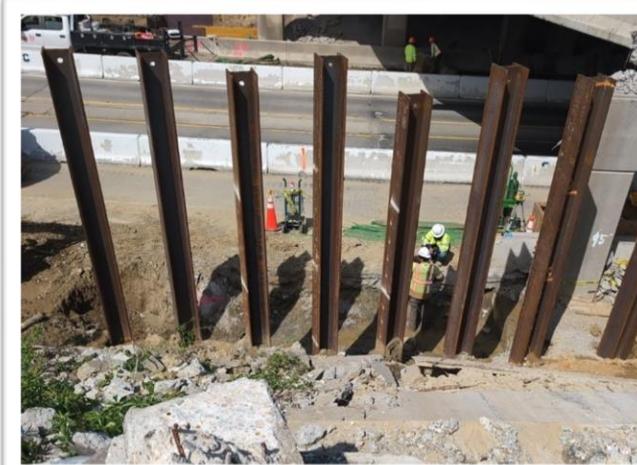
Construction Notice to Proceed	March 2024
Project Completion	May 2027
Schedule Status	On-Schedule

**Enabling Funding**

HRTAC	\$ 142,527,919*
State/Federal	<u>\$ 21,768,685</u>
	\$ 164,296,604

**Project Status:**

- Installing new drainage, overhead signage, toll gantries & tolling infrastructure, and barrier wall on I-64 median & outside shoulders between Denbigh Boulevard and the 664 interchange
- Widening I-64 EB/WB from I-664 interchange to Armistead Avenue
- Phase 1 (outside lanes) demolition of the existing I-64 WB bridge over LaSalle Avenue ongoing through May 2025
- Pile driving and foundation construction continues on the new I-64 EB bridge over La Salle Avenue and reconstruction of the outside lanes for both I-64 EB & WB will continue through the first half of 2025



**I-64 LaSalle Ave H-Pile Installation**



**Overhead Sign Structure Installation**

**HREL Segment 4C (Hampton)**

**UPC 117841 (HRTAC) Phase 1- PE**  
**UPC 119638 (HRTAC) PE, RW, CN**  
**UPC 120880 (State/Federal)**

**Project Scope:**

From 0.136 miles East of LaSalle Avenue to 0.398 miles East of Settlers Landing Road, one Express Lane will be constructed, and one general purpose lane will be converted into an Express Lane in each direction for 2.415 miles

- Replacing two bridges (EB Hampton River & EB East Branch Hampton River) and rehabilitating one bridge (Rip Rap Road)
- Rehabilitating/widening three bridges (WB Hampton River, EB/WB King Street, EB/WB Settlers Landing Road)
- Includes noise walls, tolling gantries, and overhead signage

**Project Financial Summary:**

<u>Project Budget (\$407,922,054):</u>	<u>Funds Expended (as of 04/30/2025):</u>	<u>Budget Remaining (+) / Overrun (-):</u>
○ PE \$ 6,167,176	\$ 6,167,176	\$ 0
○ RW \$ 8,000,000	\$ 1,667,405	\$ 6,332,595
○ CN \$ 393,754,878	<u>\$194,940,974</u>	<u>\$ 198,813,904</u>
	\$202,775,555	

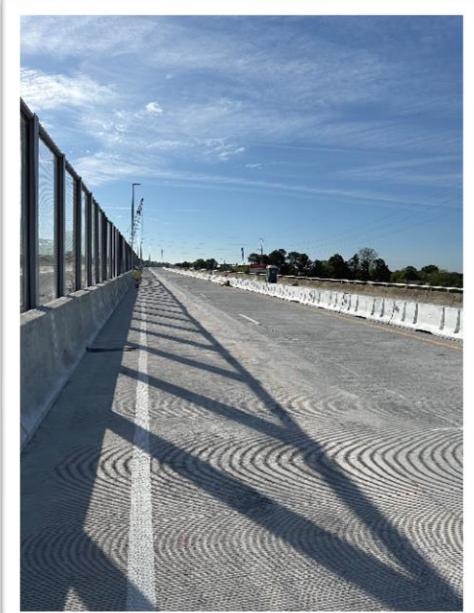
**Project Schedule (Design-Builder – Shirley-Branch, JV):**

DB Notice to Proceed	August 1, 2022
Interim Milestone (tie into HRBT)	May 2026
All Lanes Open to Traffic	November 2026
Project Completion	December 2026
Schedule Status	On-Schedule

<u>Enabling Funding</u>	
HRTAC	\$ 405,216,054
State/Federal	<u>\$ 2,706,000</u>
	<u>\$ 407,922,054</u>

**Project Status:**

- Traffic shift from outside lanes to inside lanes East of Hampton River Bridge and West of Mallory Street occurred March 2025
- Traffic shift from outside lanes to inside lanes between LaSalle and Hampton River Bridge occurred in October/November 2024
- One through lane in Eastbound direction on Settlers Landing Road under I-64 is closed for approximately one year starting October 2024
- WB traffic shifted from existing EB Hampton River Bridge onto widened WB Hampton River Bridge on 5/7/25. EB traffic remains on existing EB Hampton River Bridge but will also be shifted in June for the replacement of existing EB Hampton River Bridge
- Installing soundwall panels and lights on Hampton River Bridge, soundwall panels/posts along road and overhead sign foundations ongoing
- Bridge rehab work on Rip Rap Road, King Street and Settlers Landing bridges ongoing
- Painted steel beams under WB Hampton River Bridge
- Bridge inspection of WB Hampton River Bridge completed



**Renovated I-64 WB Hampton River Bridge with transparent noise walls. Looking East.**

**I-64/I-464 Interchange Exit 291 Ramp Improvements**

**UPC 123322 (HRTAC)**  
**UPC 120375 (State Federal)**

**Project Scope:**

To improve the I-64/I-464 Interchange and provide a direct connection between I-64 EB and Route 168 SB (Chesapeake Expressway) via I-464 SB. The project limits on I-64 are from 1.815 miles east of the Intersection of I-464 southbound to 0.229 miles west of the Intersection of I-464 southbound. The project includes the following:

- New flyover ramp from I-64 eastbound to I-464 southbound (to Route 168)
- Reconfiguration of I-64 eastbound ramp to I-464 northbound
- Shift the I-464 southbound diverge point for Rte. 17 and Rte. 168 approximately 2000ft. to the north

**Project Financial Summary:**

<u>Project Budget (\$155,380,374):</u>	<u>Funds Expended (as of 04/30/2025):</u>	<u>Budget Remaining (+) / Overrun (-):</u>
○ PE \$ 4,420,000	\$ 2,599,285	\$ 1,820,715
○ RW \$ 1,685,720	\$ 12,940	\$ 1,672,780
○ CN \$ 149,274,654	<u>\$ 23,938,711</u>	\$ 125,335,943
	\$ 26,550,936	

**Project Schedule (Design-Builder – Joseph B. Fay Co.):**

DB Notice to Proceed	February 2024
Project Completion	September 2027
Schedule Status	On-Schedule

**Enabling Funding**

HRTAC	\$ 15,380,374
State/Federal	<u>\$ 140,000,000</u>
	\$ 155,380,374

**Project Status:**

- Joint Permit Application – wetland credits are in place and awaiting final notification from the USACE
- Traffic shifts are complete along I-64 EB and I464 NB with barriers and attenuators installed project-wide
- Erosion and sediment control measures are being installed along Ramp A and I-464 NB
- Noise Analysis Report was accepted as noted on 3/17/2025 and QA Plan was accepted as noted on 3/24/2025
- The GER for embankment and roadway and the Early Works Package were approved on 4/16/2025



**Ramp A Noise Wall Demolition**



**Aerial of the Loop A/Ramp A area**

## OTHER MAJOR PROJECTS

I-264/I-64 Interchange Phase III-A	In Design
Bowers Hill Interchange IAR	Under Study
I-64/I-464 Interchange IAR	Under Study
I-264/Independence Blvd Interchange IAR	Under Study
I-64/Denbigh Blvd Interchange, Phase 2	In Design



Legend: Projects in Design Phase; Projects in Study Phase

**I-264/I-64 Interchange Phase III-A**

**UPCs 106693, 125602 (HRTAC)**

**Project Scope:**

Study/design to improve the remaining I-64/I-264 movements

- Includes study and IMR of entire interchange
- Includes preliminary design and design-build procurement of Subproject III-A – Ramp from I-64 EB to I-264 EB

**Project Financial Summary:**

<u>Project Budget (\$524,516,000):</u>	<u>Funds Expended (as of 04/30/2025):</u>	<u>Budget Remaining (+) / Overrun (-):</u>
○ PE \$ 9,380,000	\$ 8,370,524	\$ 1,009,476
○ RW \$ 8,037,000	\$ 0	\$ 8,037,000
○ CN \$ 507,099,000	<u>\$ 0</u>	\$ 507,099,000
	\$ 8,370,524	

**Project Schedule:**

IMR Final Approval	October 2020
Complete Preliminary Design	January 2023
Start DB Contract Development and Procurement	February 2024
Request for Qualifications	October 2, 2025
Request for Proposals	February 11, 2026
Notice of Intent to Award	August 2026
DB Notice to Proceed	October 2026
Project Completion	June 2030
Schedule Status	On-Schedule

<u>Enabling Funding</u>	
HRTAC	\$ 524,516,000
State/Federal	\$ _____.
	\$ 524,516,000

**Project Status:**

- Preliminary design and plans for Subproject III-A complete
- Continued coordination with HREL 1B project
- Seeking approvals for Design Waivers and Exceptions
- PFI meeting held 06/10/24. Final Public Hearing Plans received 09/24/24 for review. Public Hearing held 10/24/24
- Draft CE document approved by FHWA for public availability January 24, 2024
- Updated schedule per coordination with VDOT Alternate Project Delivery Division (RFQ – Project Completion)
- Constructability meeting held 04/30/2025. Addressing comments and reviewing estimate



**Proposed I-64/I-264 Interchange Improvements from IMR (Subproject III-A shown in Blue)**

**Bowers Hill Interchange IAR****UPC 111427 (HRTAC)****Study Scope:**

- Develop NEPA document and supporting studies for improvements to the I-64/I-264/I-664 Interchange and the Route 58/Route 460 Interchange (Bowers Hill) extending north to approximately the College Drive Interchange. Original scope modified to include extending study to College Drive interchange with 664 and add Managed Lane component through Bowers Hill interchange to College Drive Interchange to reflect HRTPO directed changes.
- Scope also includes the IAR of the Bowers Hill interchange and the I-664 widening to College Drive. HRTAC added \$4 million of funding to the UPC in July 2023 for the IAR study.

**Study Financial Summary:**

<u>Project Budget (\$11,904,630):</u>	<u>Funds Expended (as of 04/30/2025):</u>	<u>Budget Remaining (+) / Overrun (-):</u>
○ PE 11,904,630	\$ 8,480,304	\$ 3,424,326
○ RW \$ 0	\$ 0	\$ 0
○ CN \$ 0	<u>\$ 0</u>	<u>\$ 0</u>
	\$ 8,480,304	

**Study Schedule:**

Begin NEPA Process	July 2020
Preferred NEPA Alternative Recommendation	February 2022
NEPA Completion	Summer/Fall 2025
IAR Consultant NTP	June 2023
LD-459 Framework Document	November 2023
Preferred Alternatives	August 2025
Citizen Information Meeting	September 2025
Final IAR Submission	October 2025
Schedule Status	Updated Schedule/Coordination with NEPA

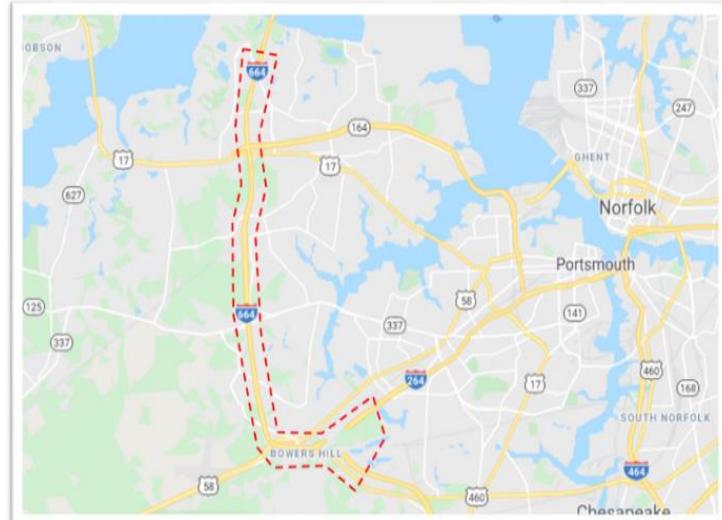
<u>Enabling Funding</u>	
HRTAC	\$ 11,904,630
State/Federal	\$ _____
	\$ 11,904,630

**Study Status:****NEPA**

- VDOT is working to resolve federal agency comments from the August 2023 public hearing for the Draft EIS
- Comment resolution taking longer than expected, therefore, dates for the FEIS and ROD approvals are uncertain
- VDOT submitted Final EIS 2/21/25

**IAR**

- IAR Final Framework approved by all parties November 29, 2023
- A preferred alternative will be determined by August 2025
- The schedule was readjusted to meet the NEPA adjustments, therefore dates were pushed back
- The draft alternative report will be sent out in May for SWG to review. A meeting (TBD) will be held shortly after



**I-64/I-464 Interchange IAR**

**UPC 122714 (HRTAC)**

**Study Scope:**

Study and develop an IAR of the entire interchange

**Study Financial Summary:**

<u>Project Budget (\$2,500,000):</u>	<u>Funds Expended (as of 04/30/2025):</u>	<u>Budget Remaining (+) / Overrun (-):</u>
o PE \$ 2,500,000	\$ 1,334,041	\$ 1,165,959
o RW \$ 0	\$ 0	\$ 0
o CN \$ 0	\$ 0	\$ 0
	<b>\$ 1,334,041</b>	

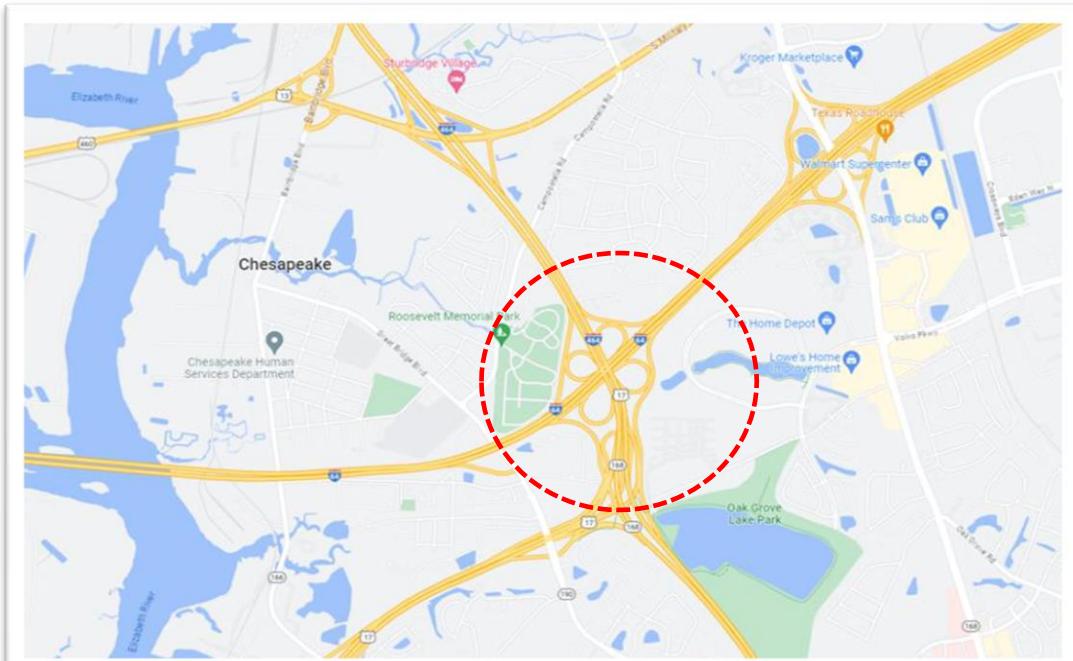
**Study Schedule:**

Study Authorization	January 2023
LD-459 Framework Document	April 2023
Preferred Alternatives	April 2024
Citizen Information Meeting	July 2024
Final IAR Submission	November 1, 2024
Schedule Status	IAR Submitted for Approval

<u>Enabling Funding</u>	
HRTAC	\$ 2,500,000
State/Federal	\$ _____.
	\$ 2,500,000

**Study Status:**

- o The Preferred Alternative was selected on April 26, 2024 and is undergoing review for operations, constructability, and phasing
- o The Citizens Information Meeting was held on July 24, 2024
- o Final Draft IAR was submitted to VDOT TE, VDOT Central Office, and FHWA for review on 2/26/25
- o FHWA submitted comments on 5/7. VDOT responding. Then final draft for approval of the IAR will be submitted



**I-264/Independence Blvd Interchange IAR**

**UPC 122761 (HRTAC)**

**Study Scope:**

This IAR will address the existing operational and safety issues at the interchange, associated ramps, and adjacent intersections, while also considering future long-term regional transportation needs for this key growth area within the City of Virginia Beach.

**Study Financial Summary:**

<u>Project Budget (\$1,250,000):</u>	<u>Funds Expended (as of 04/30/2025):</u>	<u>Budget Remaining (+) / Overrun (-):</u>
o PE \$ 1,250,000	\$ 453,284	\$ 796,716
o RW \$ 0	\$ 0	\$ 0
o CN \$ 0	\$ 0	\$ 0
	\$ 453,284	

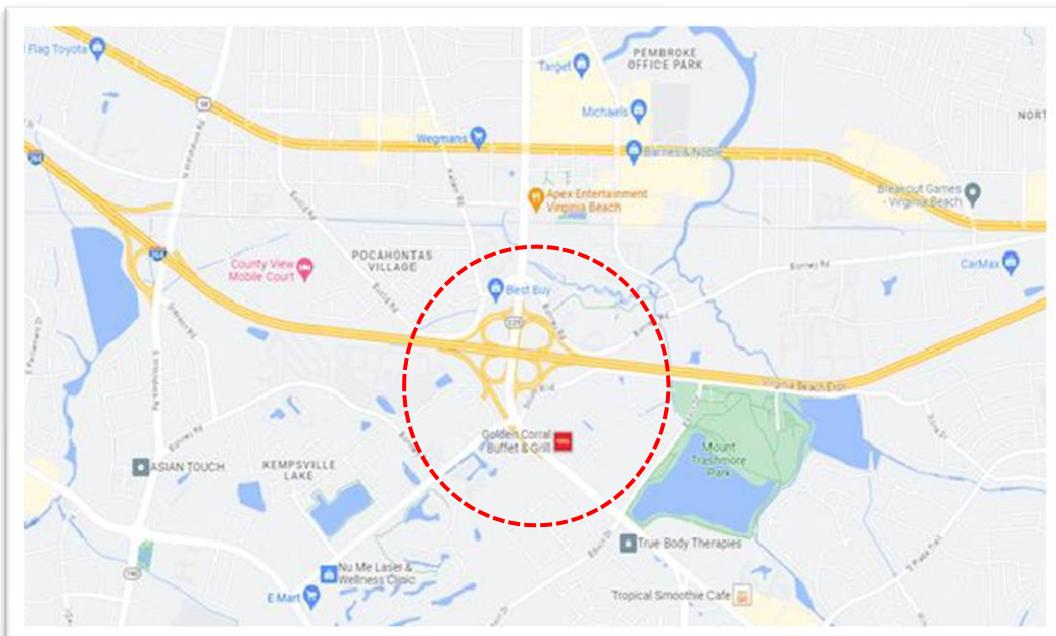
**Study Schedule:**

Framework Document Approval	November 2023
Existing Conditions Analysis	January 2024
Future Design Year Volumes	February 2024
Tier 1 Concept Development & Screening	December 2024
Tier 2 Final Alternatives Summary and Selection	March 2025
Citizen Information Meeting	June 2025
Study Completion	September 2025
Schedule Status	On Schedule

<u>Enabling Funding</u>	
HRTAC	\$ 1,250,000
State/Federal	\$ _____.
	\$ 1,250,000

**Study Status:**

- o A bi-weekly coordination call was held with the consultant on 04/24/25
- o Preliminary cost estimates for the alternatives have been reviewed
- o Preparation for the CIM is ongoing



**I-64/Denbigh Blvd. Interchange, Phase 2**

**UPC 123656 (HRTAC)**

**Project Scope:**

Study/design to construct a new interchange on Interstate 64 at Denbigh Boulevard in Newport News. Project limits are from 0.41 mi. North of Rte 173 (Denbigh Blvd.) to 0.41 mi. South of Rte 173 (Denbigh Blvd.)

- Includes widening the existing Denbigh Boulevard bridge over I-64 and CSXT railroad
- Includes the construction of new access ramps, sound walls, and stormwater management facilities

**Project Financial Summary:**

<u>Project Budget (\$188,063,070):</u>	<u>Funds Expended (as of 04/30/2025):</u>	<u>Budget Remaining (+) / Overrun (-):</u>
○ PE \$ 17,712,000	\$ 1,632,351	\$ 16,079,649
○ RW \$ 8,931,026	\$ 0	\$ 8,931,026
○ CN \$161,420,044	\$ 0	\$ 161,420,044
	\$ 1,632,351	

**Project Schedule:**

Public Hearing	June 2024
FONSI	October 2024
Advertisement	April 2030
Construction Notice to Proceed	August 2030
Fixed Completion Date	July 2034
Schedule Status	On-Schedule

<u>Enabling Funding</u>	
HRTAC	\$ 188,063,070
State/Federal	\$ _____.
	\$ 188,063,070

**Project Status:**

- Advancement of Design for FI Plans
- Revised median barrier design to accommodate hydraulic revisions and traffic operations

