

AGENDA

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY

Friday, May 28, 2021
8:30 a.m.

Members

VDOT Richmond District Office

[2430 Pine Forest Dr, Colonial Heights, VA 23834](http://2430PineForestDr.com)

Town of Ashland

Charles City
County

Chesterfield
County

Goochland
County

Hanover County

Henrico County

New Kent
County

Powhatan
County

City of
Richmond

VA House of
Delegates

Senate of VA

Commonwealth
Transportation
Board

VDRPT
VDOT
GRTC
RMTA

Members of the public may observe the meeting via YouTube Live Streaming at www.youtube.com/c/PlanRVA. Opportunities for sharing comments are described in the [Public Participation](#) guide on the www.PlanRVA.org website.

CALL TO ORDER (Thornton)
WELCOME AND INTRODUCTIONS (Thornton)
PLEDGE OF ALLEGIANCE (Thornton)
STATEMENT REGARDING VIRTUAL MEETINGS (Parsons) page 1
ROLL CALL & CERTIFICATION OF A QUORUM (Thornton)
A. ADMINISTRATION
1. Consideration of Amendments to the Action Meeting Agenda
(Thornton).....
2. Approval of April 30, 2021 CVTA Action Meeting Minutes
(Thornton)..... page 2
Action Requested
3. Open Public Comment Period
(Thornton/5 minutes).....
4. CVTA Chairman’s Report
(Thornton/5 minutes).....

B. COMMITTEE REPORTS

5. CVTA Finance Committee Update

(Stoney/40 minutes) page 8

a. **Financial Activities Report**

(Heeter/5 minutes)..... page 9
Information Item

b. **Support Services Memorandum of Understanding (MOU)**

(Heeter/10 minutes) page 10

Action Requested: CVTA Finance Committee recommendation to approve the Support Services MOU with PlanRVA for FY 2022 and authorize the Chairman to execute.

c. **Draft Memorandum of Agreement (MOA) – CVTA/Localities**

(Gregory/10 minutes)..... page 19

Discussion Item: Members will be asked to review and provide comment on the draft Memorandum of Agreement (MOA) with the member localities.

d. **Future Needs of the CVTA**

(Stoney/15 minutes).....

i. **Staffing Needs**

Action Item: CVTA Finance Committee recommendation to direct staff to develop job descriptions for an Executive Director, Executive Assistant, and such other roles as are deemed appropriate with the objective to fill those roles within the next six months.

ii. **Project Financing**

Information Item: Mayor Stoney will share discussion of the Finance Committee members regarding project financing.

6. CVTA Technical Advisory Committee Update

(Eure/10 minutes).....

a. **Certification Reporting – Member Spending Plans**

b. **Regional Project Prioritization – Progress Report**

c. **Transit Service Governance Report – Progress Report**

7. CVTA Nominating Committee Update

(Paige/5 minutes).....

C. OTHER BUSINESS

8. FY22 Regional Public Transportation Plan

(Torres, GRTC/10 minutes).....

a. [Summary Document – GRTC Transit System Board of Directors](#)

b. [FY22 Regional Public Transportation Plan Draft: May 14, 2021](#)

Information Item

9. First Reading of the CVTA Bylaws Amendment
(Gregory/10 minutes)..... page 27
Information Item

10. CVTA Member Comments
(Thornton/5 minutes).....

11. Next Meeting: June 25, 2021
(Thornton).....

D. ADJOURNMENT

CAP/nm
Attachments

Opening Statement for Electronic Meetings

Due to the 2020 COVID-19 virus and current guidance regarding physical distancing to reduce the potential for spread, meetings of the Central Virginia Transportation Authority are accessible in a virtual format in accordance with provisions of Virginia Code § 2.2-3708.2 and related legislation approved by the General Assembly of Virginia during the period of the Governor's State of Emergency Declaration for COVID-19.

While we meet in a remote/virtual format, we remain committed to public accessibility and opportunity to participate. Staff provided notice of this meeting to members and the public on May 18, 2021 through electronic posting on the PlanRVA website and email distribution of notice to members, alternates, and known interested parties, including the media.

This meeting will be recorded. Audio and visual recordings of the meeting and materials will be posted on the PlanRVA website within 48 hours of this meeting.

Any member of the public participating as an observer during the meeting today may submit comments or questions at any time prior to or during the meeting via email at CVTA@PlanRVA.org. All comments and questions submitted at this time will be reviewed following the meeting and to the extent practical, responses will be provided or posted on the PlanRVA website.

We ask that members identify themselves first when speaking so we can more accurately record the activities of the meeting. All lines should be muted to minimize additional noise and feedback. You may unmute your line at any time to request acknowledgement from the Chair.

Please let us know if you have any questions regarding the process for assuring effective facilitation of this meeting or for how members of the public may participate.

By providing this statement, staff certifies that we have followed the approved procedures for appropriate notice of this meeting and the means by which we are convening.

Please indicate your presence by saying "HERE" when your name is called during a roll call. Anyone who wishes to identify themselves following the roll call of members will be invited to do so.

Agenda Item A.2.

*Minutes of the April 30, 2021 Central Virginia
Transportation Authority (CVTA) Action Meeting*

1

REQUESTED ACTION

The CVTA is requested to approve the Minutes of the April 30, 2021 CVTA action meeting as presented.

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY

MINUTES OF ACTION MEETING

Friday, April 30, 2021

8:30 a.m.

Zoom Video Webinar

Members Present:

Jurisdiction/Agency	Member	Present	Absent
Town of Ashland	John H. Hodges	x	
Charles City County	William G. Coad		x
Chesterfield County	Kevin P. Carroll, Vice Chair	x	
Goochland County	Neil Spoonhower	x	
Hanover County	W. Canova Peterson	x	
Henrico County	Frank J. Thornton, Chair	x	
New Kent County	Patricia A. Paige	x	
Powhatan County	David T. Williams	x	
City of Richmond	Mayor Levar M. Stoney	x	
VA House of Delegates	Delegate Delores McQuinn	x	
Senate of Virginia	Senator Jennifer L. McClellan	x	
Commonwealth Transportation Board	Carlos M. Brown	x	

Non-Voting Ex-Officio

Agency	Member	Present	Absent
VDRPT	Jennifer Mitchell	x	
VDOT	Shane Mann (Designee)	x	
GRTC Transit System	Julie Timm	x	
RMTA	Joi Taylor Dean	x	

The Central Virginia Transportation Authority meeting was held by electronic communication means as set forth by the April 22, 2020 actions of the General Assembly in response to the continued spread of novel coronavirus, or COVID-19. The technology used for this meeting was a web-hosted service created by Zoom Video Webinar and YouTube Live Streaming and was open and accessible for participation by members of the public. Voting record tables are attached to the action meeting minutes in Appendix A. A recording of this meeting is available on the [Plan RVA YouTube Channel](#).

CALL TO ORDER

The Central Virginia Transportation Authority (CVTA) Chairman, Frank J. Thornton, presided and called the April 30, 2021 Central Virginia Transportation Authority action meeting to order at 8:34 a.m.

ATTENDANCE ROLL CALL & CERTIFICATION OF MEETING QUORUM

Nicole Mueller, Program Coordinator for the RRTPO at PlanRVA, took attendance by roll call and certified that a quorum was present.

A. ADMINISTRATION

1. Consideration of Amendments to the Action Meeting Agenda

There were no requested changes to the meeting agenda.

On motion of Carlos M. Brown, seconded by Kevin P. Carroll, the Authority unanimously approved the agenda of the April 30, 2021 meeting by acclamation as presented (voice vote).

2. Approval of March 26, 2021 CVTA Action Meeting Minutes

There were no comments or corrections to the March 26, 2021 CVTA action meeting minutes.

On motion of W. Canova Peterson, seconded by Delegate McQuinn, the Authority unanimously approved the minutes of the March 26, 2021 CVTA action meeting by acclamation as presented (voice vote).

3. Open Public Comment Period – General Input

There were no requests to address the CVTA.

4. CVTA Chairman's Report

Per the CVTA Bylaws, the officers' (Chair and Vice-Chair) terms of office will expire at the end of June 2021 (or until their successors are elected). New officers are to be elected at the annual meeting, which is the regular meeting in July (See Bylaws, Art. IV(A)). Officers are eligible for reelection for an additional one-year term (See Bylaws, Art. III(B)). At the July/annual meeting, the Nominating Committee will submit a slate of officers (Chair and Vice-Chair) for election by the board. Chair Thornton appointed a nominating committee, subject to the approval of the Authority:

- Patricia A. Paige, Chair of the CVAT Nominating Committee, New Kent County
- W. Canova Peterson, Hanover County
- John H. Hodges, Town of Ashland
- David T. Williams, Powhatan County

On motion of Kevin P. Carroll, seconded by Delegate McQuinn, the Authority unanimously approved the CVTA Nominating Committee appointments by acclamation as presented (voice vote).

B. PUBLIC HEARING

5. FY22 Revenue Projections, Distributions and Administrative and Operating Expense Budget – Public Hearing

A public hearing was held regarding the proposed FY 2022 CVTA Administrative and Operating Expense Budget. A 15-day public comment period on the proposed draft budget from Thursday, April 15th through April 29th preceded the public hearing. No public comment or testimony was received.

Staff recommended one amendment to address the final cost negotiations for the FY21 audit; a proposal for a minor modification to the FY22 Administrative and Operating Expense Budget to include \$19,000 for FY2021 Audit Services was put forward.

On motion of Kevin P. Carroll, seconded by David T. Williams, the Authority unanimously approved the following resolution as amended (see Appendix A):

RESOLVED, that the Central Virginia Transportation Authority (CVTA) adopts the FY 2022 Revenue Projections, and Distributions and Administrative and Operating Expense Budget.

FURTHER RESOLVED, that the Central Virginia Transportation Authority (CVTA) moves \$4,000 from the line item Reserves for Contingency to the line item Audit to include \$19,000 for FY 2021 Audit Services.

C. COMMITTEE REPORTS

6.a. Draft Memorandum of Agreement (MOA) with GRTC

The Central Virginia Transportation Authority (CVTA) unanimously approved the following resolution as recommended by the CVTA Finance Committee (see Appendix A):

RESOLVED, that the Central Virginia Transportation Authority (CVTA) approves the draft Memorandum of Agreement (MOA) with GRTC.

D. OTHER BUSINESS

9. Next CVTA Authority Meeting: May 28, 2021

The next action meeting will be held on May 28, 2021, beginning at 8:30 a.m. The May Authority meeting is tentatively scheduled to take place at the [VDOT Richmond District Offices](#) in Chesterfield County, Virginia. A virtual participation option will be offered.

E. ADJOURNMENT:

Chairman Thornton adjourned the meeting at 10:13 a.m. on April 30, 2021.

CAP/nm

Motion as presented: Motion to adopt the FY 2022 Revenue Projections, and Distributions and Administrative and Operating Expense
 First: Carroll Budget as amended. (B.5.)
 Second: Williams

Select location of proposed service/facility = N/A

Members	Population*	Weighted Votes	UNWEIGHTED				Voting Check	Population "Yays"	WEIGHTED	
			"Yay"	"Nay"	Abstain	Absent			"Yay"	"Nay"
Ashland	7,553	1	1				Ok	7,553	1	0
Charles City	7,331	1				1	Ok	-	0	0
Chesterfield	333,450	4	1				Ok	333,450	4	0
Goochland	22,277	2	1				Ok	22,277	2	0
Hanover	96,460	3	1				Ok	96,460	3	0
Henrico	320,717	4	1				Ok	320,717	4	0
New Kent	20,468	2	1				Ok	20,468	2	0
Powhatan	28,442	2	1				Ok	28,442	2	0
Richmond	217,938	4	1				Ok	217,938	4	0
Delegate		1	1				Ok		1	0
Senator		1	1				Ok		1	0
CTB Member		1	1				Ok		1	0
*Jul. 1, 2015 Weldon Cooper	1,054,636	26	11	0	0	1	12	1,047,305	25	0

OVERALL VOTE = PASS

Voting Check	VALID
Quorum Present	YES
Weighted Vote Simple Majority	PASS
4/5 Population in Affirmative	PASS

Motion as presented: Motion to approve the draft Memorandum of Agreement (MOA) with GRTC. (C.6.a.)
 First: N/A
 Second:

Select location of proposed service/facility = N/A

Members	Population*	Weighted Votes	UNWEIGHTED				Voting Check	Population "Yays"	WEIGHTED	
			"Yay"	"Nay"	Abstain	Absent			"Yay"	"Nay"
Ashland	7,553	1	1				Ok	7,553	1	0
Charles City	7,331	1				1	Ok	-	0	0
Chesterfield	333,450	4	1				Ok	333,450	4	0
Goochland	22,277	2	1				Ok	22,277	2	0
Hanover	96,460	3	1				Ok	96,460	3	0
Henrico	320,717	4	1				Ok	320,717	4	0
New Kent	20,468	2	1				Ok	20,468	2	0
Powhatan	28,442	2	1				Ok	28,442	2	0
Richmond	217,938	4	1				Ok	217,938	4	0
Delegate		1	1				Ok		1	0
Senator		1	1				Ok		1	0
CTB Member		1	1				Ok		1	0
*Jul. 1, 2015 Weldon Cooper	1,054,636	26	11	0	0	1	12	1,047,305	25	0

OVERALL VOTE = PASS

Voting Check	VALID
Quorum Present	YES
Weighted Vote Simple Majority	PASS
4/5 Population in Affirmative	PASS

Agenda Item B.5.

CVTA Finance Committee Update

2

a. Financial Activities Report
Information Item

b. Support Services Memorandum of Understanding (MOU)

Action Requested: CVTA Finance Committee recommendation to approve the Support Services MOU with PlanRVA for FY 2022 and authorize the Chairman to execute.

**c. Draft Memorandum of Agreement (MOA) –
CVTA/Localities**

Discussion Item: Members will be asked to review and provide comment on the draft Memorandum of Agreement (MOA) with the member localities.

d. Future Needs of the CVTA

i. Staffing Needs

Action Requested: CVTA Finance Committee recommendation to direct staff to develop job descriptions for an Executive Director, Executive Assistant, and such other roles as are deemed appropriate with the objective to fill those roles within the next six months.

ii. Project Financing

Information Item: Mayor Stoney will share discussion of the Finance Committee members regarding project financing.

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY

**Tax Collections and Allocations
For the Fiscal Year Ended June 30, 2021**

	October	November	December	January	February	YTD
Local Distribution Fund						
Receipt of Taxes:						
Sales and Use Tax	\$ 10,162,806	\$ 10,562,127	\$ 12,814,259	\$ 9,605,223	\$ 9,032,365	\$ 52,176,779
Local Fuels Tax	11,503,190	4,035,346	3,586,187	3,755,649	3,558,066	26,438,438
Total Receipt of Taxes	21,665,996	14,597,473	16,400,445	13,360,872	12,590,431	78,615,217
Cash Outflows & Transfers:						
Transfers:						
Operating Fund	500,000	-	-	-	-	500,000
Regional Fund	7,408,099	5,109,116	5,740,156	4,676,305	4,406,651	27,340,326
GRTC Fund / Payments to GRTC	3,174,899	2,189,621	2,460,067	2,004,131	1,888,565	11,717,282
Total transfers	11,082,998	7,298,736	8,200,223	6,680,436	6,295,215	39,557,608
Local Distributions:						
Ashland	38,160	24,617	27,167	22,190	20,580	132,713
Charles City	52,989	38,817	42,382	35,287	38,624	208,099
Chesterfield	3,257,491	2,197,053	2,451,795	1,960,019	1,823,513	11,689,872
Goochland	361,047	190,159	202,893	175,430	150,008	1,079,536
Hanover	1,545,245	996,836	1,100,089	898,552	833,343	5,374,064
Henrico	3,090,675	2,235,305	2,671,725	2,061,947	2,015,399	12,075,052
New Kent	426,457	233,814	153,254	180,061	165,329	1,158,914
Powhatan	263,880	171,114	182,367	161,457	138,734	917,552
Richmond	1,547,055	1,211,020	1,368,550	1,185,494	1,109,686	6,421,805
Total local distributions	10,582,998	7,298,736	8,200,223	6,680,436	6,295,215	39,057,609
Local Distribution Fund ending balance	\$ (0)	\$ -	\$ -	\$ -	\$ -	\$ (0)
Operating Fund						
Transfer from Local Distribution Fund	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000
Payment of operating costs	-	-	-	(120,686)	-	(120,686)
Operating Fund ending balance	\$ 500,000	\$ -	\$ -	\$ (120,686)	\$ -	\$ 379,314
Regional Fund						
Transfer from Local Distribution Fund	\$ 7,408,099	\$ 5,109,116	\$ 5,740,156	\$ 4,676,305	\$ 4,406,651	\$ 27,340,326
Interest income	-	-	-	222	1,340	1,562
Regional Fund ending balance	\$ 7,408,099	\$ 5,109,116	\$ 5,740,156	\$ 4,676,527	\$ 4,407,991	\$ 27,341,888
GRTC Fund						
Transfer from Local Distribution Fund	\$ 3,174,899	\$ 2,189,621	\$ 2,460,067	\$ 2,004,131	\$ -	\$ 9,828,718
Payments to GRTC	-	-	-	(9,828,718)	-	(9,828,718)
GRTC Fund ending balance	\$ 3,174,899	\$ 2,189,621	\$ 2,460,067	\$ (7,824,587)	\$ -	\$ (0)

Notes:

- * Local fuels tax effective July 1, 2020 / S&U tax effective October 1, 2020
- * Activity month is reported. CVTA receives funds two months after the activity month (i.e. January tax is remitted to VDOT in February then remitted to CVTA in March)
- * October includes July through October tax collections.

Memorandum of Understanding
Central Virginia Transportation Authority
Richmond Regional Planning District Commission

This Memorandum of Understanding (MOU) is executed as of July 1, 2020~~1~~ by and between the Central Virginia Transportation Authority (Authority) and the Richmond Regional Planning District Commission (PlanRVA) and describes the support services provided by PlanRVA to the Authority and the terms by which the Authority may continue to engage PlanRVA for these services.

WHEREAS, PlanRVA is the Planning District Commission for Planning District 15, comprising the City of Richmond, the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan, and the Town of Ashland, established pursuant to the Regional Cooperation Act (Title 15.2, Chapter 42, Sections 15.2-4200, *et seq.* of the *Code of Virginia*, as amended); and,

WHEREAS, PlanRVA provides support services to the Richmond Regional Transportation Planning Organization pursuant to a Memorandum of Understanding dated December 31, 1984, which includes administrative and technical staff support to the Metropolitan Planning Organization for carrying out the approved annual work program, including administration of Federal and State transportation planning grant funds for the MPO; and,

WHEREAS, the Authority was created by the General Assembly of Virginia as a body politic and as a political subdivision of the Commonwealth, embracing each county, city, and town located in Planning District 15, with authority to administer the distribution of funds from the Central Virginia Transportation Fund for transportation purposes benefitting the localities comprising Planning District 15 and administrative and operating expenses of the Authority, pursuant to § 33.2-3700, *et seq.* of the *Code of Virginia*, as amended; and,

WHEREAS, the Commissioners of PlanRVA authorized an offer of support services to the Authority by approval of Resolution 2021-01 during their August 13, 2020 regular meeting; and

WHEREAS, the Authority accepted this offer of support services during their organizational meeting on August 27, 2020 and directed the members of the Finance Committee to negotiate this MOU via the adoption of Resolution 2021-01; and

WHEREAS, the Authority has requested extension of support services from PlanRVA for fiscal year 2021~~2~~.

THEREFORE, the Authority will engage PlanRVA to provide support services pursuant to the terms of this MOU, described as follows:

A. Term, Renewal, and Termination

1. The ~~initial~~extended period of support services shall be through June 30, 202~~1~~2, and shall renew annually on July 1st, subject to review by the Authority and PlanRVA.
2. The Authority or PlanRVA may terminate this MOU at any time with at least ninety (90) days' notice to the other party prior to the start of the new fiscal year with obligation of PlanRVA to turn over all records, property or other materials necessary for the effective transition of support staffing and services to the Authority.
3. This MOU may be amended only by further written agreement of the Authority and PlanRVA. If any provision of this MOU shall be found to be unlawful or incapable of performance or enforcement, the remaining provisions shall remain in effect and this MOU shall be construed so as to carry out the intent of the Authority and PlanRVA as expressed in this MOU, to the extent practicable.

B. Compensation and Approved Expenses

4. The Authority and PlanRVA will agree to a compensation schedule as part of the annual budget process that is informed by review of a general scope of services or work plan for the fiscal year. In Fiscal Year 2022, the total compensation to PlanRVA shall not exceed \$210,000 for general staffing support. Staffing support billing will include personnel costs, associated fringe and indirect rates and a 10% administration fee.
- ~~4. The Authority and PlanRVA will agree to a compensation schedule as part of the annual budget process that is informed by review of a general scope of services or work plan for the fiscal year. In Fiscal Year 2021, the total compensation to PlanRVA shall not exceed \$200,000 for general staffing support.~~
5. PlanRVA agrees to make payment on behalf of the CVTA to vendors, suppliers and other recipients of funds of the CVTA in accordance with the CVTA Administrative and Operating Budget. These additional operating expenditures of the Authority reimbursed to PlanRVA shall be in accordance with the FY2022 annual Administrative and Operating Budget.
- ~~5. Additional operating expenditures of the Authority may be reimbursed to PlanRVA and shall be in accordance with the FY2021 annual budget and approved in recognition of the need for initial expenditure prior to the establishment of Authority accounts. These include, but are not limited to:~~
 - a. Technology Services, Telecommunications, and Support
 - b. General Legal Counsel
 - c. Special Bond Counsel
 - d. Bank Fees and Investment Services
 - e. Auditing Services
 - f. Financial Advisor Services

- g. Insurance
- h. Office Expenses, Supplies, and Postage
- i. Printing, Copying and Production
- j. Public Engagement
- k. Travel
- ~~l.~~ Member Stipends

Any fees incurred in association with these payments will be included in the request for reimbursement of these costs.

6. PlanRVA will submit a request for reimbursement of its expenditures associated with supporting the CVTA on a quarterly basis in accordance with the CVTA Financial Policies and Procedures. The submission will include documentation of expenditures made, activities completed, and services performed during the period. Invoices will include reasonable description of expenditures and information supporting costs billed.
~~The annual amount agreed upon by the Authority and PlanRVA for each fiscal year shall be billed to the Authority by PlanRVA on a quarterly basis for actual support services provided during the period. Each quarterly invoice shall also include the cost of any additional administrative or operating services or materials which are approved by the CVTA and provided by PlanRVA during the period. Invoices should include reasonable description of expenditures and information supporting costs billed.~~

C. Support Services Available

~~6.7.~~ PlanRVA will provide administrative and support services to the Authority including, but not limited to:

- a. Completion of key tasks identified ~~Oversight of all start up activities described in Exhibit 1~~
- b. Planning, facilitation, logistics coordination, public notice and record keeping for all regular and special meetings of the Authority and Committees established through the Bylaws and at the direction of the Chair;
- c. Other administrative responsibilities related to compliance with Virginia Code and operation of a public body;
- d. Support to Chesterfield County and City of Richmond in assuring timely completion and reporting of activities outlined in the Fiscal Agent Agreements with each for activities including, but not limited to reconciliation of Authority accounts, financial reporting, and support to the annual audit of internal controls and financial statements;
- ~~d. Financial management and record keeping, including revenue and expense management, reconciliation of Authority accounts, financial reporting, and support to the annual audit of internal controls and financial statements;~~
- e. Completion of programmatic tasks related to the mission and function of the Authority, including but not limited to:

- i. Regional project prioritization process development and implementation (See page 5, footnote 1, below);
 - ii. Regional Transit Service Governance Structure and Transportation District Evaluation Report;
 - f. Annual reporting, as required or requested, to the General Assembly, Auditor of Public Accounts, Department of Transportation, and member jurisdictions.
- 8. PlanRVA may provide additional technical assistance, planning, outreach or other support services to the Authority beyond the scope of this contract and in accordance with a separately negotiated work plan and cost estimate. Funding for these additional services provided by, or coordinated through, PlanRVA will be made available at the direction of the Authority through the annual budget process. These may include, but are not limited to:
 - a. Access to PlanRVA’s scenario planning tool developed and funded through the Richmond Regional Transportation Planning Organization (RRTPO);
 - b. Access to PlanRVA’s on-call bench of providers for public engagement and outreach services;

~~7.~~

D. Accountability and Reporting

~~8.9.~~ PlanRVA will provide a quarterly work status report summarizing the major activities undertaken and accomplished during the period including assessment of compliance with key performance indicators identified in Exhibit 2.

~~9.10.~~ PlanRVA shall maintain records of the services and materials provided to the Authority and charged to it, and those records shall be open to inspection by the Authority at any time during normal working hours of PlanRVA, upon reasonable advance notice by the Authority.

IN WITNESS WHEREOF, PlanRVA and the Authority have each approved this MOU and caused this MOU to be executed by their respective duly authorized officers or agents as of the day and year first signed.

Central Virginia Transportation Authority

By: _____

Date: _____

~~Frank J. Thornton~~, Chair

Richmond Regional Planning District Commission (PlanRVA)

By: _____

Date: _____

~~Martha Heeter~~, Executive Director

Exhibit 1: Deliverables for FY2022

The following are a list of expected deliverables for FY2022 and should be completed no later than June 30, 2022 for consideration of satisfactory performance under this agreement unless further direction limits that capability or new priorities are established to supersede these deliverables.

- A. Establish schedule for meetings of and detailed work plan for the Technical Advisory Committee, Finance Committee and Authority for the fiscal year
- B. Maintain web presence for the CVTA and online access site for meeting materials, public information and resources
- C. Manage process for solicitation of proposals for professional and non-professional services identified as needed by the Authority
- D. Assure compliance with Financial Policies Procedures and internal controls and assist the Finance Committee in an annual review of the Policies and Procedures
- E. Support the City of Richmond in assisting with the FY2021 Annual Financial Audit
- F. Finalize Regional Project Prioritization Process, based upon an objective and quantifiable analysis, in coordination with the CVTA TAC¹
- G. Assure compliance with the enabling legislation to establish the Regional Public Transportation Plan²
- H. Assure compliance with the enabling legislation to develop the Transit Service Governance Report³ and provide support for implementation as needed of accepted recommendations
- I. Facilitate Authority member deliberations regarding long term executive leadership needs

Exhibit 1: Deliverables Associated with Startup

~~The following are a list of expected deliverables for FY2021 and should be completed no later than June 30, 2021 for consideration of satisfactory performance under this agreement unless further direction limits that capability or new priorities are established to supersede these deliverables.~~

- ~~A. Arrange for general legal counsel support services for the Authority~~

¹ PlanRVA will require additional funding to support development of a regional prioritization mechanism if it is not aligned with the priorities of the Richmond Regional Transportation Planning Organization, invoking Section 8 of this MOU; Funding for such activities may be provided through the 35% allocation for Regional Projects.

² PlanRVA will coordinate with the Greater Richmond Transit Company who is responsible for developing the Plan in collaboration with the Richmond Regional transportation Planning Organization in conformance with guidelines required by §33.2-286. Funding provided by the Authority to support consultant work on this activity shall be provided through the 15% Transit allocation. PlanRVA costs to support this work shall be funded through the RRTPO.

³ PlanRVA will manage a consultant led project to facilitate the completion of the Report which will be funded through the 15% Transit allocation. PlanRVA costs to support this work will be in addition to the costs outlined in this agreement and funded at the direction of the Authority through the 35% allocation for Regional Projects or the 15% allocation for Transit.

- ~~B. Arrange for and provide necessary staff resources to the Authority~~
- ~~C. Convene inaugural meeting of the Authority resulting in established leadership and governance framework including adoption of Bylaws, election of officers, and establishment of standing committees~~
- ~~D. Establish schedule for meetings of the Technical Advisory Committee, Finance Committee and Authority for the fiscal year~~
- ~~E. Facilitate negotiation of revenue transfer agreement(s) between the Authority and the Virginia Department of Transportation~~
- ~~F. Develop revenue validation process with participating localities and process for transfer of funds~~
- ~~G. Manage process for solicitation of proposals for banking and investments~~
- ~~H. Establish banking and investment account(s) as directed by the Authority~~
- ~~I. Develop Financial Management Procedures and internal controls~~
- ~~J. Manage process for solicitation of proposals for insurance coverage~~
- ~~K. Coordinate with the Auditor of Public Accounts for arrangement of the FY2021 Annual Financial Audit~~
- ~~L. Facilitate development of Regional Project Prioritization Process, based upon an objective and quantifiable analysis, in coordination with the CVTA TAC⁴~~
- ~~M. Assure compliance with the enabling legislation to establish the Regional Public Transportation Plan⁵~~
- ~~N. Assure compliance with the enabling legislation to develop the Transit Service Governance Report for submission no later than December 1, 2020⁶~~
- ~~O. Develop web presence for the CVTA and online access site for meeting materials, public information and resources~~

⁴PlanRVA will require additional funding to support development of a regional prioritization mechanism if it is not aligned with the priorities of the Richmond Regional Transportation Planning Organization, invoking Section 8 of this MOU; Funding for such activities may be provided through the 35% allocation for Regional Projects

⁵PlanRVA will coordinate with the Greater Richmond Transit Company who is responsible for developing the Plan in collaboration with the Richmond Regional transportation Planning Organization in conformance with guidelines required by §33.2-286. Funding provided by the Authority to support consultant work on this activity shall be provided through the 15% Transit allocation. PlanRVA costs to support this work shall be funded through the RRTPO.

⁶PlanRVA will manage a consultant led project to facilitate the completion of the Report which will be funded through the 15% Transit allocation. PlanRVA costs to support this work will be in addition to the costs outlined in this agreement and funded at the direction of the Authority through the 35% allocation for Regional Projects or the 15% allocation for Transit.

Exhibit 2: Key Performance Indicators

PlanRVA will indicate performance related to the indicators listed below⁷:

Effective Project Management:

- Completion of deliverables identified in Exhibit 1 in timely manner, as established by the Authority for each item
 - o Subject to direction on each item
- Support Services described in this MOU fall within the approved budget and contract amount
 - o All variances addressed and approved prior to commitment of funds

Effective Financial Management:

- Compliance with financial management procedures and internal controls
 - o Achieve a financial audit with no findings or concerns
 - o Timely submission of the FY2021 Annual Audit to the APA
- Delivery of financial activity reports summarizing activity of the total revenues and the operating expenses of the Authority
 - o Submitted on a quarterly basis following close of the quarter
 - o Target of 20% variance of actual expenses to budget
- Submission of quarterly invoices and work status reports in time for inclusion in the Authority meeting materials
 - o October⁸, January, April, and June⁹
- Timely payment of invoices due to vendors
 - o Net 30-day payments
- Timely and accurate transfer of revenues to localities
 - o Target of less than 0.05% error rate
 - o Within 45 days of receipt

Effective Communications with Authority Members, Committee Members, Locality Representatives and the Public

- Timely distribution of complete meeting materials for meetings of the Authority and Committees
 - o Minimum 5 days' notice to members and the public
- Coordination and communication with local government representatives including local legal counsel, financial experts and administrators
 - o Regular communications and coordination of staff resources as needed

⁷ May be further defined or revised by a standing committee or the Authority

⁸ The first quarterly invoice will be submitted at the next meeting following execution of this MOU.

⁹ The fourth quarterly invoice will be submitted to estimate costs through June 30th to follow the meeting deadline.

- Delivery of relevant and useful information regarding the activities of the CVTA to the public and the media through digital and print material
 - o All inquiries treated as FOIA requests and addressed according to the relevant requirements

**MEMORANDUM OF AGREEMENT
BETWEEN THE CENTRAL VIRGINIA TRANSPORTATION AUTHORITY
("CVTA") AND THE COUNTY/CITY/TOWN OF ("XXXX")
REGARDING DISTRIBUTION AND USE OF FUNDS UNDER CHAPTER 1235
OF THE 2020 VIRGINIA ACTS OF ASSEMBLY**

THIS MEMORANDUM OF AGREEMENT, effective this ____ day of _____, 2021 (the "Agreement"), is by and between Central Virginia Transportation Authority ("CVTA"), a body politic and political subdivision of the Commonwealth of Virginia, and the County/City/Town of ("XXXX" or "Member Locality") (collectively, the "Parties"), under Chapter 1235 of the 2020 Virginia Acts of Assembly ("Chapter 1235") concerning the distribution of proceeds from the Central Virginia Transportation Fund (the "Fund"), also established by Chapter 1235, and related administrative matters.

WITNESSETH:

WHEREAS, the CVTA was established by Chapter 1235, Va. Code Ann. § 33.2-3700, *et seq.*; and,

WHEREAS, the CVTA is comprised of the localities within Virginia Planning District 15, including the counties of Henrico, Chesterfield, Hanover, New Kent, Powhatan, Goochland, Charles City, the City of Richmond, and the Town of Ashland (individually, "Member Locality" or collectively, "Member Localities"); and,

WHEREAS, the CVTA consists of 17 members, including the chief elected officer, or his designee, of the governing bodies of each of the CVTA member counties and the chief elected officer, or his designee, of the City of Richmond and the Town of Ashland; and,

WHEREAS, in accordance with Va. Code Ann. § 33.2-3701, a special non-reverting fund for Planning District 15, known as the Fund, comprising taxes and fees levied in accordance with Va. Code §§ 58.1-638 and 58.1-2291, *et seq.*, and paid into the state treasury, interest earned on moneys in the Fund and credited to it, and any other monies that may be received and credited to the Fund was established on the books of the state Comptroller; and,

WHEREAS, proceeds of the Fund are to be distributed to CVTA for use in accordance with Va. Code § 33.2-3701; and,

WHEREAS, in accordance with, and subject to the requirements of Va. Code § 33.2-3701, fifty percent (50%) of the revenues received by CVTA are to be returned, proportionally, to each locality located in Planning District 15 to be used to improve local mobility, which may include construction, maintenance, or expansion of roads, sidewalks, trails, mobility services, or transit located in the respective locality, including

payment of compensation for employees in transportation-specific positions (the “50% Funds”); and,

WHEREAS, in accordance with, and subject to the requirements of Va. Code § 33.2-3701, thirty-five percent (35%) of the revenues received by CVTA are to be retained by the CVTA, to be used for transportation-related purposes benefitting the Member Localities comprising Planning District 15 (the “35% Funds”); and,

WHEREAS, pursuant to Chapter 1235, each CVTA Member Locality will create a separate, special fund into which all revenues received from the Fund shall be deposited (the “Local CVTA Fund”); and,

WHEREAS, Va. Code § 33.2-3701 requires each CVTA Member Locality to provide annually to CVTA sufficient documentation as required by CVTA showing that the revenues received from the Fund were used for the purposes set forth therein; and,

WHEREAS, CVTA has a responsibility to see that Fund revenues are properly spent and that each recipient of Fund proceeds adhere to the statutory and other legal obligations that it has with regard to the Fund; and,

WHEREAS, CVTA has requested that each Authority member locality receiving proceeds from the Fund enter into a separate Memorandum of Agreement in order to implement and comply with the provisions of Chapter 1235; and,

WHEREAS, each local government or agency member of the CVTA has agreed to be bound by all terms and conditions in a separate Memorandum of Agreement with CVTA concerning the receipt, maintenance, management, oversight, distribution, and use of all funds from the Fund for the purpose of ensuring compliance with Chapter 1235;

NOW, THEREFORE, in consideration of the foregoing, which is hereby incorporated within this Memorandum of Agreement, and the mutual undertakings of the parties, CVTA and the County/City/Town of _____ agree as follows:

1. Use and Availability of Funds. The Parties acknowledge that, as more specifically provided under applicable law (and without any intent or agreement to affect or expand the interpretation of application of law), CVTA revenues that are deposited into the Fund and available for use from time to time are subject to an appropriation by the General Assembly. Use of funds deposited into the Fund will be consistent with applicable state and federal law.

2. CVTA’s Management of CVTA Funds.

A. The State Comptroller will distribute Fund proceeds to CVTA.

B. CVTA will accept and deposit Fund proceeds into bank accounts established for this purpose.

C. CVTA will manage Fund distributions in compliance with Chapter 1235 and applicable law, including investments thereof, which will be made pursuant to CVTA’s investment policies and procedures, as such may be revised from time to time, all in

accordance with generally accepted accounting principles and all applicable legal requirements.

D. CVTA will provide to its governing board periodic reports of deposits and funds on hand and all disbursements and expenditures thereof.

E. CVTA will provide for an annual audit of its accounts and financial records by the Auditor of Public Accounts or its duly authorized agent, pursuant to Va. Code § 33.2-3703.

F. CVTA and Member Locality will use Fund proceeds solely for transportation purposes benefiting the communities within Planning District 15.

G. CVTA will segregate and distribute CVTA member funding according to the methodology described in Chapter 1235.

3. CVTA's Administrative Expenses. Pursuant to Va. Code §§ 33.2-3701(D) and 33.2-3706, CVTA will provide for the payment of its administrative and operating expenses from Fund proceeds prior to calculating distributions and issuing Fund proceeds to the member jurisdictions and agencies.

4. Establishment and Maintenance of Separate Account by Member Locality. The Member Locality will create and administer a separate, special fund for the receipt of CVTA distributions and will deposit all funds from the CVTA in its respective separate Local CVTA Fund established for this purpose, pursuant to Va. Code § 33.2-3701(E).

5. CVTA Distributions of proportional shares of the 50% Funds to Member Locality.

A. CVTA will make regular distributions of the respective proportional share of the 50% Funds to the Member Locality to be used to improve mobility, in accordance with applicable law and this Agreement.

B. Member Locality will deposit and administer distributions of respective proportional shares of the 50% Funds within the separate Local CVTA Fund established for this purpose, pursuant to paragraph 4 above.

C. CVTA will continue such distributions on a monthly basis, subject to CVTA's continued receipt of funds from the Comptroller; provided that the Member Locality is in compliance with all applicable provisions of law and the terms of this Agreement.

D. The CVTA and the Member Locality will coordinate all fund transfers between the two entities. Prior to distributing funds, CVTA will notify the Member Locality of the amount of the intended distribution. The Member Locality will certify the transfer amounts before funds are disbursed to it, accept, and confirm receipt of the funds, all in writing.

E. Fund distributions will be made via electronic transfer, unless the Parties otherwise agree.

6. CVTA Distributions of other Fund revenues to Member Locality.

A. The CVTA will retain the 35% Funds for transportation-related purposes benefiting the Member Localities comprising Planning District 15.

B. CVTA distributions to Member Locality will be project-based, coordinated on a case-by-case basis, and may be made on a reimbursement basis. CVTA agrees to review and evaluate project information submitted by Member Locality against the

project scoring system approved by the CVTA and to provide a pre-approval of projects before they are constructed.

C. Member Locality will submit all requests for reimbursements and for pre-approval in a form and manner reasonably determined by CVTA for the purpose of fulfilling CVTA's obligation to ensure that the costs to be reimbursed were incurred for the project and are permitted to be reimbursed under Chapter 1235.

D. Upon proper submission of a request for reimbursement, and after review and approval by CVTA, CVTA will transmit payment to Member Locality within 30 days of approval.

E. Member Locality may request pre-payment of project costs for a specific project on a case-by-case basis. For such projects, the Member Locality shall submit a request for pre-payment specifying the project, need, justification, and pre-payment amounts. CVTA is not obligated to approve such requests.

F. Prior to distributing funds, CVTA will notify the Member Locality of the amount of the distribution. Member Locality will certify the transfer amounts before funds are disbursed to it, accept, and confirm receipt of the funds, all in writing.

G. Fund distributions will be made via electronic transfer, unless the Parties otherwise agree.

7. Quarterly Reports and Annual Certification.

A. Member Locality will provide quarterly reports of expenditures of all funds received from the CVTA using the cash basis method to the CVTA Finance Committee, beginning upon the execution of this Agreement, according to the following schedule:

Period Covered:	Submission Date:
July 1 through September 30	By November 1
October 1 through December 31	By February 1
January 1 through March 31	By May 1
April 1 through June 30	By August

B. Member Locality will submit an Annual Report and Certification, including all supporting documentation, on or before August 1st of each year to CVTA. The report shall demonstrate that Member Locality used CVTA Fund distributions or revenues in compliance with applicable law and in accordance with CVTA requirements. Member Locality will submit a financial report as part of the Annual Certification or as a supplement. The Annual Certification shall be in the form attached as Exhibit A.

C. The CVTA Finance Committee will review Member Locality quarterly expenditure reports and the Annual Report and Certification and provide a report to the CVTA.

D. In the event Member Locality fails to provide timely expenditure reports in accordance with the schedule set forth in paragraph 7.A or the Annual Report and Certification, as required by paragraph 7.A, and CVTA does not grant an extension, the CVTA Board may authorize the CVTA Finance Committee to withhold further Fund distributions until all reports, certifications, and supplemental information is provided in compliance with this Agreement. When the Member Locality provides the required certification and reports with appropriate documentation, CVTA shall make available all withheld funds, inclusive of any interest accrued on such withheld funds, for distribution to Member Locality as soon as practicable.

E. If the CVTA Finance Committee identifies deficiencies in any Member Locality quarterly expenditure report or its Annual Report or Certification, the CVTA

Finance Committee shall inform Member Locality in writing of such deficiencies and Member Locality will have 30 days to respond to or to cure such deficiency. If there is any dispute over an alleged deficiency, the Parties agree to submit any such dispute to non-binding mediation prior to instituting litigation. No Party will be obligated to enter into any settlement discussed in mediation, but any agreed upon settlement shall be binding. If the Parties are not able to reach agreement in mediation, they may resort to litigation as if the mediation had never taken place. The mediation will be conducted by a mutually agreeable mediator or mediation service in the geographic area comprising Planning District 15. Judicial actions to obtain provisional remedies, such as injunctions, are not violations of the obligation to mediate and do not waive the right to mediate. The parties hereby agree that the costs of mediation shall be borne equally by both Parties. Each Party shall be responsible for its own attorney's fees.

F. Upon review and acceptance of Member Locality's Annual Report and Certification, the CVTA will adopt a resolution memorializing its approval within 90 days of each report's submittal.

8. Failure to Comply with Memorandum of Agreement.

A. In the event either Party fails to perform any of its obligations under this Agreement, the other Party will provide written notice of such failure or non-compliance in accordance with Section 11.

B. The Party in alleged default will cure or commence to cure the event of noncompliance within 30 days of receipt of notice from the other Party.

C. If the Party in alleged default disputes any matters in such notice, it shall advise the other Party in writing.

D. If the Party in alleged default fails to cure or diligently pursue completion of such cure within 30 days as provided in this Section 8, the Parties agree to submit any dispute regarding the alleged default to non-binding mediation prior to instituting litigation. No Party shall be obligated to enter into any settlement but any agreed to settlement will be binding. If the Parties are not able to reach agreement, they may resort to litigation as if the mediation had never taken place. The mediation will be conducted by a mutually agreeable mediator or mediation service in the geographic area comprising Planning District 15. Judicial actions to provide provisional remedies, such as injunctions, are not violations of the obligation to mediate and do not waive the right to mediate. The parties hereby agree that the costs of mediation shall be borne equally by both Parties. Each Party shall be responsible for its own attorney's fees.

9. Restitution. Upon a final determination by a court of competent jurisdiction that Member Locality has used CVTA funds improperly or not in compliance with applicable law, the CVTA Board shall require restitution of the misappropriated funds, together with interest at the then applicable judgment rate of interest as provided in Virginia Code § 6.2-302 from the date of entry of the final order. Until such restitution is effected in full, the CVTA Board may withhold further distributions to Member Locality as permitted herein.

10. Maintenance of Records by Member Locality and CVTA. Member Locality and CVTA will maintain all records relating to receipt and use of CVTA Funds for a minimum of five years from the date the record was created or the period of time prescribed by the Virginia Public Records Act, whichever is longer. With regard to all

other records relating to this Agreement, Member Locality and CVTA will comply with the Virginia Public Records Act and all applicable state and federal laws with regard to the retention of public records.

11. Notice. Any notice required or permitted to be provided under this Agreement will be in writing and delivered in person, or sent by U.S. Mail to the representatives identified below:

CVTA:

CVTA Administrator
Central Virginia Transportation Authority
c/o PlanRVA
9211 Forest Hill Avenue, Suite 200
Richmond, Virginia 23235

Member Locality:

XXXXX
County/City/Town
Address
Locality, Virginia XXXXX

With a copy to:

County/City/Town Attorney
County/City Town
Address
Locality, Virginia XXXXX

CVTA and Member Locality may change their designated representative to receive notices by providing written notice of such change to the other Party.

12. Entire Agreement. This Agreement constitutes the entire agreement between CVTA and Member Locality and supersedes any prior understanding or agreement between them with regard to any CVTA Fund distributions to Member Locality. However, the Parties understand and acknowledge that the Memorandum of Agreement between the Virginia Department of Transportation and CVTA is expressly incorporated herein, by reference.

13. No Third-Party Beneficiaries. The provisions of this Agreement will inure to the benefit of and bind Member Locality and CVTA, but they shall not inure to the benefit of any other party or persons.

14. Governing Law. All issues and questions concerning the construction, enforcement, interpretation, and validity of this MOU, or the rights and obligations of Member Locality and CVTA in connection with this MOU, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the

application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

15. Interpretation and Construction. This Agreement will be interpreted and construed to give meaning to all of its term and conditions, consistent with applicable law, and where necessary, to reconcile those terms and conditions with applicable law and to give effect to its plain meaning. The parties acknowledge that this Agreement has been jointly developed, drafted, reviewed, and approved, that each has had the benefit of legal counsel during this process and, therefore, the Agreement will be interpreted and construed neutrally, without preference, and neither in favor of, nor to the detriment of either party.

16. Severability. If any provision of this Agreement or the application of the provision to any circumstance is invalid, illegal or unenforceable to any extent, the application of the remainder of the provision and the remainder of this MOU will not be affected and will be enforceable to the fullest extent permitted by law.

17. Amendments. Any amendment to this Agreement must be made in writing and signed by the authorized representatives of Member Locality and CVTA.

IN WITNESS WHEREFORE, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the date and year aforesaid.

Central Virginia Transportation Authority

Attest:

By: _____

Clerk

Title: _____

County/City/Town of XXXXXXXXXX

Attest:

By: _____

Clerk

Title: _____

**Central Virginia Transportation Authority
Annual Certification of Expenditures**

[Name of Locality or Agency]

Central Virginia Transportation Authority (CVTA) member jurisdictions and the Greater Richmond Transit Company (GRTC), which receive revenues from the Central Virginia Transportation Fund (Fund), must annually provide sufficient documentation as required by the CVTA showing that they used the revenues distributed to them under Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701) for the purposes set forth therein.

Fund revenues returned to member jurisdictions must be used to improve local mobility, which may include construction, maintenance, or expansion of roads, sidewalks, trails, mobility services, or transit located in the locality.

Fund revenues distributed to GRTC must be used to provide transit and mobility services in Planning District 15.

[Name] County/City/Town/Agency has submitted documentation sufficient to meet the requirements of Chapter 37, Title 33.2 of the Code of Virginia (§ 33.2-3701), including its spending plans, quarterly reports to the CVTA, and this Annual Certification Report.

Pursuant to and in compliance with these requirements and in conjunction with the documentation submitted as part of this Annual Certification, I hereby certify, on behalf of [Name] County/City/Town/Agency that all revenues distributed to [Name] County/City/Town/Agency from the Fund were used in compliance with the applicable provisions of Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701) as shown by the submitted documentation.

Date: _____

Chief Elected Officer or Chief Administrative Officer

Agenda Item C.9.

First Reading of the CVTA Bylaws Amendment

3

BYLAWS

OF

THE CENTRAL VIRGINIA TRANSPORTATION AUTHORITY

Approved:

August 27, 2020

Amended and Readopted:

June XX, 2021

ARTICLE I

POWERS AND DUTIES

The Central Virginia Transportation Authority (the “Authority”) shall have all of the authority, powers and duties, and shall be subject to the limitations and restrictions, set forth in Chapter 37 of Title 33.2 of the Code of Virginia of 1950, as amended (the “Virginia Code”), as such may be amended from time to time (the “Act”).

ARTICLE II

MEMBERSHIP

A. Authority Members. The Authority consists of sixteen (16) members (“Members” or “Member”) as follows:

1. The chief elected officer, or his/her designee, of the governing body of each of the seven (7) counties embraced by the Authority.
2. The chief elected officer, or his/her designee, of the City of Richmond and the Town of Ashland.
3. One member of the House of Delegates who resides in a county or city embraced by the Authority and appointed by the Speaker of the House.
4. One member of the Senate who resides in a county or city embraced by the Authority and appointed by the Senate Committee on Rules.
5. One member of the Commonwealth Transportation Board who resides in a locality embraced by the Authority and is appointed by the Governor.
6. The following shall serve as nonvoting ex officio members of the Authority:

- a. The Director of the Virginia Department of Rail and Public Transportation, or his/her designee,
- ~~b.~~ The Commissioner of Highways, or his/her designee,
- ~~b.c.~~ The Executive Director of the Virginia Port Authority, or his/her designee,
- ~~e.d.~~ The Chief Executive Officer of the Greater Richmond Transit Company (GRTC), and
- ~~e.e.~~ The Chief Executive Officer of the Richmond Metropolitan Transportation Authority (RMTA).

B. Designees. If a Member of the Authority described in Article II, section A, subsection (1) or (2) is unable to attend a meeting of the Authority, the Member may designate another current elected official of such governing body to attend the meeting of the Authority. Such designation shall be for the purposes of the one meeting that the Member is unable to attend and shall be submitted in writing or electronically to the Chair of the Authority at least forty-eight (48) hours prior to the affected meeting.

C. Terms of Membership. All Members of the Authority shall serve terms coincident with their terms of office.

ARTICLE III

OFFICERS AND DUTIES

A. Officers. The Authority shall annually elect from its voting Members a Chair and Vice Chair. The Authority may further elect such other subordinate officers from among its Members as it may from time to time deem appropriate. The election of officers shall be conducted in accordance with the voting procedures set forth in Article IV, section K.

B. Terms of Office. Officers of the Authority shall be elected at the annual organizational meeting of the Authority, to serve for a term of one (1) year or until a successor is elected, unless sooner removed by the Authority or the person ceases to be a Member of the Authority. All officers shall be eligible for reelection; provided, however, no officer may serve more than two (2) consecutive one (1) year terms. Any officer who serves a partial term shall not be considered as serving a full term for purposes of this limitation. Any vacancy occurring in an office will be filled for the unexpired term by the Authority at the next regular meeting (or at an earlier special meeting called for that purpose) following the occurrence of such vacancy.

C. Nominating Committee. At a regular meeting held preceding the annual organizational meeting at which the election of officers will be held, the Chair shall appoint a nominating committee, subject to the approval of the Authority. At the annual organizational meeting, the nominating committee shall submit the name or names of one or more persons for each office to be filled. Additional nominations may be made by any Member at the annual meeting.

D. Chair. The Chair shall preside over all meetings of the Authority at which he or she is present and shall vote and make motions as any other Member. The Chair shall be responsible for the implementation of the actions taken, and policies established by the Authority, shall have all of the powers and duties customarily pertaining to the office of Chair, and shall perform such

other duties as may from time to time be established by the Authority.

E. Vice Chair. In the event of the absence of the Chair, or the inability of the Chair to perform any of the duties of the office or to exercise any of the powers thereof, the Vice Chair shall perform such duties and possess such powers as are conferred on the Chair, and shall perform such other duties as may from time to time be assigned to the Vice Chair by the Chair or be established by the Authority.

ARTICLE IV

MEETINGS

A. Annual Organizational Meeting. The regular meeting for the month of July shall serve as the annual organizational meeting for the purpose of electing officers and transacting such other business as may come before the meeting.

B. Regular Meetings. Regular meetings of the Authority shall be held on a periodic basis as determined by resolution of the Authority, but not less frequently than once per quarter, at a place to be determined by the Chair, or at such time and place as the Authority may determine.

C. Special Meetings. Special meetings shall be held when requested by two (2) or more Authority Members. Such request shall be in writing, addressed to the Chair, and shall specify the matter(s) to be considered at the meeting. Upon receipt of such request, the Chair shall immediately ensure the necessary coordination for a meeting site and time and cause notice to be provided to each Member of the Authority to attend the special meeting at the time and place specified. Such notice shall specify the matter(s) to be considered at the meeting, and shall be sent by electronic (e.g., email) or telephonic means. No matter not specified in the notice shall be considered at such special meeting unless all Members of the Authority are present.

D. Adjourned Meetings. Any regular or special meeting may be adjourned to a date and time certain.

E. Public Notice. All meetings of the Authority shall be preceded by public notice given in accordance with the provisions of the Virginia Freedom of Information Act, Section 2.2-3707, et seq. of the Virginia Code. Notice of all meetings shall be published on the Authority's website and available in the offices of the Authority.

F. Public Hearing. Public hearings may be held at the direction of the Authority and shall, unless otherwise specified by the Authority or these Bylaws, be upon notice published on the Authority's website and in a newspaper or newspapers having general circulation in the geographic area encompassed by the Authority, if required by applicable law.

G. Open Meetings. All Authority meetings shall be open to the public in accordance with the Virginia Freedom of Information Act (Virginia Code §2.2-3700 et seq.), provided that the Authority may meet in closed session for those purposes authorized by, and held in accordance with the requirements of the Virginia Freedom of Information Act.

H. Quorum. A majority of voting Members of the Authority, or their designees pursuant to Article II, section B, shall constitute a quorum. Vacancies shall not be considered in the establishment of a quorum.

I. Temporary Absence. No action shall be voted upon by the Authority unless a quorum is present or achieved by members participating by electronic communication means; provided, however, that the temporary absence from the meeting room of Members (or designees attending pursuant to Article II, section B) required to constitute a quorum shall not be deemed to prevent presentations or deliberations regarding any matter that may be submitted to a vote. The Chair or any other Member may note the absence of a quorum during presentations or deliberations, but a failure to note the absence of a quorum during that period shall not affect the requirement that a quorum exist when any vote is taken.

J. Decisions of the Authority. The Authority shall act in one of the following ways:

1. Resolution – The Authority may act upon adoption of a resolution. Resolutions shall be in writing and a copy of any proposed resolution shall be provided to all Members of the Authority before the resolution is proposed for adoption.
2. Motion – The Authority may act on oral motion made by any voting Member of the Authority (or a designee attending pursuant to Article II, section B).

K. Voting. Votes shall be taken only upon motions made and seconded. All voting shall be taken by voice or by roll call if requested by any voting Member (or any designee attending pursuant to Article II, section B).

1. Votes – Votes of the chief elected officers of localities or their designees, appointed to the Authority shall be weighed, based upon the population of the locality, as follows:
 - a. A vote cast by each member representing the Counties of Chesterfield and Henrico and the City of Richmond shall each constitute four (4) votes.
 - b. A vote cast by the member representing the County of Hanover shall constitute three (3) votes.
 - c. A vote cast by each member representing the Counties of Goochland, New Kent and Powhatan shall each constitute two (2) votes.
 - d. A vote cast by each member representing the Town of Ashland and the County of Charles City shall each constitute one (1) vote.
2. The Delegate, the Senator, and the member of the Commonwealth Transportation Board appointed to the Authority shall each receive one (1) vote.
3. For the purposes of this section, each voting Member of the Authority refers to the Member or if a Member has a designee attending pursuant to Article II, section B, then that Member's designee. Each voting Member of the Authority shall be entitled to one (1) vote in all matters requiring action by the Authority and those

votes shall be weighted as described in K.1. Decisions of the Authority shall require an affirmative vote of those present and voting whose votes represent at least four-fifths of the population embraced by the Authority; however, no motion to fund a specific facility or service shall fail because of this population criterion if such facility or service is not located or to be located or provided or to be provided within the county or city whose chief elected officer's or elected official's, or its respective designee's, sole negative vote caused the facility or service to fail to meet the population criterion. The population of the counties and cities embraced by the Authority shall be the population as determined by the most recently preceding decennial census, except that on July 1 of the fifth year following such census, the population of each county and city shall be adjusted, based on population estimates made by the Weldon Cooper Center for Public Service of the University of Virginia, and such adjusted population shall be utilized for the following years until the next decennial census.

L. Commencement of Meetings. At the times specified for the commencement of regular meetings, and at the hour specified for adjourned or special meetings, the Chair shall call the meeting to order, and shall ensure that the presence of Members (or their designees) or absence is noted. A quorum shall be required for the commencement of any meeting.

M. Agenda. The Chair shall prepare an agenda for each meeting. Any Member having matters to be considered by the Authority shall submit them to the Chair for inclusion on an appropriate agenda. The agenda for an upcoming meeting shall be sent to the Members prior to the meeting date (for regular meetings, the Chair should endeavor to provide the agenda at least ten (10) days in advance).

N. Minutes. Minutes of the meetings of the Authority, except closed sessions, shall be kept and be a public record. Copies of the minutes shall be provided to each Member prior to the meeting at which the minutes are to be presented for approval by the Authority.

O. Closed Sessions. If a closed session is required at a meeting, consistent with purposes permitted by Virginia law, the agenda shall specify a time or position on the agenda, generally after all public business has concluded, for such a closed session properly called and conducted in accordance with Virginia law. When so requested, the Chair may permit a closed session at any other time prior to consideration of any agenda item provided that the purpose of the closed session and the procedure used to go into closed session are in accordance with Virginia law.

P. Member participation and meetings conducted by electronic communication means.

1. The Authority may authorize members to participate in a meeting by electronic communication means pursuant to policies adopted by the Authority in compliance with the Virginia Freedom of Information Act and other applicable laws.
2. The Authority may meet by electronic communication means without a quorum physically assembled at one location when the Governor has declared a state of emergency and in compliance with applicable law, or when otherwise authorized

by applicable law. Meetings conducted by electronic communication means shall comply with the Virginia Freedom of Information Act, other applicable laws, and Authority policies.

Q. Order in Conduct of Business.

1. Persons Addressing the Authority. Prior to public comment and public hearings, the Authority will provide guidelines for length of presentation by individuals and group representatives. Persons speaking at a meeting or public hearing shall confine their remarks to the subject of the meeting or public hearing. Persons addressing the Authority may furnish the Chair and Members with a written copy of their remarks, at or before the meeting.
2. Reorder by Chair. At the discretion of the Chair, the conduct of business by the Authority may be reordered to allow earlier consideration of matters about which a substantial number of persons desire to address the Authority or for any other legitimate reason.
3. Recognition. Recognition shall be given only by the Chair. No person shall address the Authority without first having been recognized.
4. Questions. Questions by Members (or their designees) shall be reserved insofar as possible for the end of a presentation to avoid interrupting the speaker, disrupting the time-keeping process, and duplicating ground the speaker may cover.
5. Authority Discussion. – Discussion and debate by the Authority shall be conducted following the presentation of the item of business pending. No Member (or designee) shall speak to the item until recognized by the Chair.

R. Decorum.

1. Authority Members. Decorum of Members (and designees) shall be maintained in order to expedite disposition of the business before the Authority. Questions and remarks shall be limited to those relevant to the pending business. Members (and designees) shall address all remarks to the Chair.
2. Others. Decorum of persons other than Members shall be maintained by the Chair. Persons addressing the Authority shall first be recognized by the Chair and shall audibly state their name and address, and, if applicable, who they represent. Speakers shall limit their remarks to those relevant to the pending items and to answering questions. They shall address the Authority as a whole unless answering a question of an individual Member (or designee). Persons whose allotted time to speak has expired shall be advised by the Chair to conclude after which such person shall leave, unless he or she is asked to remain to answer questions from the Authority. The Chair shall call the speaker to order if out-of-order remarks are made or other indecorous conduct occurs. If such persists, the Chair shall rule

the speaker out-of-order and direct the speaker to leave. Groups or a person in the audience creating an atmosphere detrimental or disturbing to the conduct of the meeting will be asked to leave by the Chair.

ARTICLE V

COMMITTEES

A. Open Meeting Requirement. Authority appointed committees and subcommittees shall comply with the open meeting requirements of the Virginia Freedom of Information Act.

B. Finance Committee.

1. Charge. This committee shall be responsible for advising the Authority on all financial matters and overseeing financial activities undertaken by the Authority, including:
 - a. Reviewing, commenting on, and recommending the annual budget and adjustments to the budget,
 - b. Reviewing annual revenue estimates,
 - c. Recommending the Authority's financial policies (e.g., bond, investment, procurement, risk management and small purchases) and making recommendations,
 - d. Monitoring the Authority's compliance with fiscal policies and procedures,
 - e. Reviewing GRTC's, or its successor's, expenditure of funds received through the Authority on a quarterly basis,
 - f. Reviewing each locality's expenditure of funds received through the Authority on a quarterly basis,
 - g. Reviewing financial statements, and
 - h. Working with the Auditor of Public Accounts or its legally authorized representatives in performing the annual audit of financial accounts of the Authority.
2. Membership. The Committee shall consist of five (5) Members of the Authority; three (3) shall be from the jurisdictions with the highest populations and two (2) shall be appointed by the Authority.
3. Chair. The Chair and the Vice Chair of the Committee shall be elected by the Committee.

4. Staff Support. Staff support may be requested by the Committee Chair from CVTA personnel, jurisdictional or other agency staff.
5. Quorum and Voting. A quorum shall consist of a majority (3) of the Committee members. Approval of recommendations shall require an affirmative vote of a majority of the Members present.

C. Technical Advisory Committee.

1. Charge. This committee shall be responsible for advising the Authority on all planning, project and program prioritization, selection, and programming matters, including:
 - a. Developing and recommending adjustments to the project and program eligibility, prioritization, and selection process for the regional allocations of funds received through the Authority,
 - b. Reviewing recommended projects and programs for funding identified through the prioritization process,
 - c. Reviewing, commenting on, and recommending GRTC's, or its successor's, annual plan for expenditure of regional public transportation funds received through the Authority, and
 - d. Reviewing to confirm project and program eligibility and recommending each locality's plan for expenditure of funds received through the Authority.
2. Membership. The Committee shall consist of fourteen (14) members. Each of the nine (9) localities embraced by the Authority shall appoint one (1) technical representative employed by the locality to the Committee. The Virginia Department of Rail and Public Transportation (VDRPT); the Virginia Department of Transportation (VDOT); the Greater Richmond Transit Company (GRTC); the Richmond Metropolitan Transportation Authority (RMTA), and the Richmond Regional Transportation Planning Organization (RRTPO) shall each appoint one (1) representative to serve as a nonvoting member of the Committee. Each member locality, agency, and organization may appoint an alternate to the Committee.
3. Chair. The Chair and the Vice Chair of the Committee shall be elected by the Committee.
4. Staff Support. Staff support may be requested by the Committee Chair from CVTA personnel.
5. Quorum and Voting. A quorum shall consist of five (5) of the voting Committee members. Approval of recommendations or actions shall require an affirmative

vote of a majority of the Members present. Either Committee members or alternates will be considered in determining meeting quorums and voting on actions of the Committee.

6. The Committee shall meet as required in the performance of its duties.

D. Additional Committees. The Authority may, in its discretion, form such additional advisory committees as it may deem appropriate.

E. Ad Hoc Committees. As needed, the Chair of the Authority may appoint ad hoc committees to pursue specific tasks (e.g., nominating committee; personnel committee, transit committee). In the absence of an appointed personnel committee, the Finance Committee shall be responsible for conducting the Executive Director's annual review, reviewing employee compensation and recommending adjustments thereto.

ARTICLE VI

ADMINISTRATION

A. Executive Director. The Authority shall employ or contract with an Executive Director who shall have direct authority for the employment, retention and supervision of all other employees of the Authority. The Executive Director shall have direct control, subject to the oversight and authority of the Authority, of the management of the day-to-day administrative affairs of the Authority. The Executive Director shall propose activities to the Authority and shall carry out policies, programs and projects approved by the Authority, and shall be responsible for preparing and presenting the annual budget. The Executive Director may not contemporaneously serve as a Member of the Authority.

B. Staff. The Authority may employ or contract for such staff of qualified professional and other persons as the Authority determines to be necessary to carry out its duties and responsibilities. Staff of the Authority may not contemporaneously serve as a Member of Authority.

C. Execution of Instruments. The Executive Director, on specific authorization by the Authority, shall have the power to sign or countersign in its behalf any agreement or other instrument to be executed by the Authority including checks and vouchers in payment of obligations of the Authority.

ARTICLE VII

FINANCES

A. Allocation of Funds. The funds received through the Authority shall be allocated as follows: 35% shall be retained by the Authority to be used for transportation-related purposes benefitting the localities comprising Planning District 15; 15% shall be distributed to GRTC or its successor, to provide transit and mobility services in Planning District 15; and 50% shall be

distributed, proportionally, to each locality located in Planning District 15 to be used to improve local mobility, which may include construction, maintenance, or expansion of roads, sidewalks, trails, mobility services, or transit located in the locality.

B. Finances and Payments. The monies of the Authority shall be deposited in a separate bank account or accounts in such banks or trust companies as the Authority designates, and all payments (with the exception of those from petty cash) shall be made in the most practicable manner as determined by the Authority. Checks and drafts shall be signed and countersigned by the Chair (or, in the Chair's absence, the Vice Chair), and the Executive Director (or, in the Executive Director's absence, those authorized from time-to-time by vote of the Authority or, where the Vice Chair is acting solely as a countersigning party, the Vice Chair).

C. Audits. The Commonwealth's Auditor of Public Accounts, or his legally authorized representatives, shall annually audit the financial accounts of the Authority, and the cost of such audit shall be borne by the Authority.

D. Budget and Fiscal Year. After a duly convened public hearing held in accordance with the requirements of Virginia Code § 33.2-3706(A), the Authority shall adopt an annual budget for each fiscal year, which budget shall provide for all of the revenues and the operating, capital, and administrative expenses of the Authority for the fiscal year. The fiscal year of the Authority will commence on July 1st each year and will terminate on the following June 30th. The annual budget for a fiscal year shall, except in the case of the Authority's first fiscal year, be adopted before such fiscal year begins. The Executive Director is authorized to administer the administrative budget approved by the Authority and may, in the exercise of that authority, but subject to the advice and consent of the chair of the Finance Committee, implement adjustments to the amounts allocated to line items within the administrative budget, provided that, after giving effect to those adjustments, the aggregate amount of the administrative budget is equal to or less than the then applicable Authority-approved administrative budget.

E. Per Diem Payments. The Authority may pay its Members for their services to the Authority a per diem in either: (1) the amount provided in the general appropriations act for members of the General Assembly engaged in legislative business between sessions, or (2) a lesser amount determined by the Authority.

F. Bond of Officers and Others. The officers of the Authority and such employees as the Authority so designates, may, prior to taking office or starting contract or employment, respectively, be required by the Authority to give bond payable to the Authority conditioned upon the faithful discharge of that officer's, contract employee's, or employee's duties, in such amount as the Authority may require. The premium for each such bond shall be paid by the Authority and the bond(s) shall be filed with the Authority.

ARTICLE VIII

ADOPTION AND AMENDMENTS

These Bylaws may be adopted upon presentation at the inaugural organizational meeting or any subsequent meeting of the Authority. After initial adoption, any proposed amendment,

repeal or alteration, in whole or in part, of these Bylaws shall be presented in writing and read for a first time at a regular meeting of the Authority. Such proposal may be considered and amended at such meeting, but shall not be acted on by the Authority until a subsequent regular meeting or a special meeting called for the purpose. At such subsequent meeting, such proposal shall be read a second time, shall be subject to further consideration and amendment germane to the section or sections affected by such proposal, and shall thereafter be acted on in accordance with the voting requirements of these Bylaws.

ARTICLE IX

PROCEDURES

Parliamentary Procedure. In all matters of parliamentary procedure not specifically governed by these Bylaws or otherwise required by law, the current edition of *Robert's Rules of Order, newly revised*, shall apply.