



BOARD OF COMMISSIONERS MONTHLY MEETING

Thursday, April 4, 2019 - 7:00 pm

PRTC Transit Center

14700 Potomac Mills Road, Woodbridge, VA 22192

Prior to entering the meeting, please turn all electronic devices (cell phones, pagers, etc.) to a silent, vibrate or off position.

OFFICERS

Hon. Ruth Anderson, Chair (Prince William County) • Hon. Pamela Sebesky, Vice Chair (City of Manassas) • Hon. Wendy Maurer, Secretary (Stafford County) • Hon. Gary Skinner, Treasurer (Spotsylvania County) • Hon. Frank Principi, Immediate Past Chair (Prince William County) • Hon. Jeanette Rishell, At-Large (City of Manassas Park)

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1. Call to Order (Anderson)
 2. Invocation and Pledge of Allegiance (Anderson)
 3. Attendance Roll Call (Anderson/Coleman)
 4. RES Approval of Agenda – April 4, 2019 (Anderson)
 5. RES Approval of Minutes – March 7, 2019 (Anderson/Schneider)
 6. Virginia Railway Express (VRE) Chief Executive Officer's Time (Allen)
 - A. INFO Chief Executive Officer's Report – March 2019
 - B. INFO Agenda, Minutes, and Adopted Resolutions of the March 15, 2019 VRE Operations Board Meeting
 - C. INFO Spending Authority Report
 - D. RES Authorize the Virginia Railway Express Chief Executive Officer to Enter into an Agreement of Sale with Crossroads Associates, LLC
 7. Public Comment Time (Anderson)
 8. Consent Agenda – April 4, 2019 (Anderson)
 - A. RES Acceptance of the Jurisdictional Financial Report for the Period Ended January 31, 2019
 - B. RES Authorization to Budget and Appropriate Spotsylvania County's Motor Fuels Tax Funds for Various FY19 Transportation Projects
 - C. RES Authorization to Submit the Federal Transit Administration's FY2019 Annual Certifications and Assurances

9. Executive Director's Time (Schneider)

- A. INFO Follow-Up from Prior Meetings
- B. INFO Executive Director's Report
 - Industry Article from CITYLAB - "Another Study Blames Uber and Lyft for Public Transit's Decline"

10. Presentations and Information

- Strategic Plan Update

11. PRTC Action Items (Anderson/Schneider)

- A. RES Approval of the Process for Implementing Service and Fare Adjustments in Response to Major Events Significantly Impacting OMNIRIDE Service
- B. RES Approve the I-395/95 Commuter Choice FY2020 Inaugural Program Project Selection Process and Technical Evaluation Criteria
- C. RES Authorize the Initiation of the I-395/95 Commuter Choice FY2020 Inaugural Program Call for Projects

12. PRTC Chair's Time (Anderson)

13. Other Business/Commissioners' Time (Anderson)

14. Adjournment (Anderson)

Information Items

System Performance Report

Revised Purchasing Authority Report

Wheels-to-Wellness Funding Report

ITEM 1

Call to Order

ITEM 2

Invocation and Pledge of Allegiance

ITEM 3

Attendance Roll Call

MOTION:

SECOND:

RE: APPROVAL OF AGENDA – APRIL 4, 2019

ACTION:

WHEREAS, the Potomac and Rappahannock Transportation Commission (“PRTC” or the “Commission”) meets on a monthly basis and an agenda is presented to the Commission for review and approval.

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission does hereby approve the agenda of April 4, 2019, as presented/amended.

Votes:

Ayes:

Abstain:

Nays:

Absent from Vote:

Alternate Present Not Voting:

Absent from Meeting:

MOTION:

SECOND:

RE: APPROVAL OF MINUTES – MARCH 7, 2019

ACTION:

WHEREAS, on April 4, 2019 at 7:00 p.m. the Potomac and Rappahannock Transportation Commission (“PRTC” or the “Commission”) convened its regular meeting at the PRTC Transit Center, located at 14700 Potomac Mills Road, Woodbridge, Virginia; and

WHEREAS, PRTC conducted business in accordance with a published agenda dated April 4, 2019.

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission does hereby approve the minutes of March 7, 2019 as presented/amended.

Votes:

Ayes:

Nays:

Abstain:

Absent from Vote:

Alternate Present Not Voting:

Absent from Meeting:



MINUTES

BOARD OF COMMISSIONERS MEETING

March 7, 2019

PRTC Transit Center • 14700 Potomac Mills Road, Woodbridge, VA

Members Present

*Ruth Anderson, Chair
*Pamela Sebesky, Vice Chair
*Frank Principi, Immediate Past Chairman
*Wendy Maurer, Secretary
*Paul Trampe
*Maureen Caddigan
*Jeanine Lawson – Arrived at 7:48 p.m.
*Marty Nohe
*Matthew Kelly
*Jeanette Rishell, At-Large Member
*Mark Dudenhefer
*Bob Thomas
*George Barker

Members Absent

Gary Skinner, Treasurer
Jennifer Mitchell

Alternates Present

*Norm Catterton
Margaret Franklin
*Kalai Kandasamy – voting until 7:48 p.m.
*Jennifer DeBruhl

Alternates Absent

Hilda Barg
Pete Candland
D.J. Jordan
Jason Graham
Jack Cavalier
Cindy Shelton
Hector Cendejas
Donald Shuemaker
Preston Banks
Todd Horsley
Steve Pittard
Tim McLaughlin
David Ross
Mark Wolfe

Jurisdiction

Prince William County
City of Manassas
Prince William County
Stafford County
Spotsylvania County
Prince William County
Prince William County
Prince William County
City of Fredericksburg
City of Manassas Park
Stafford County
Virginia House of Delegates
Virginia State Senate

Spotsylvania County
Department of Rail and Public Transportation

Prince William County
Prince William County
Prince William County
Department of Rail and Public Transportation

Prince William County
Prince William County
Prince William County
City of Fredericksburg
Stafford County
Stafford County
City of Manassas Park
City of Manassas Park
City of Manassas Park
Department of Rail and Public Transportation
Department of Rail and Public Transportation
Spotsylvania County
Spotsylvania County
City of Manassas

*Voting Member

**Delineates arrival/departure following the commencement of the PRTC Board Meeting. Notation of the exact arrival/departure time is provided.

Staff and General Public

Bob Schneider - PRTC
Doris Lookabill - PRTC
Betsy Massie – PRTC
Joyce Embrey - PRTC
Althea Evans - PRTC
Chuck Steigerwald – PRTC
Becky Merriner – PRTC
Christine Rodrigo - PRTC
Perrin Palistrant – PRTC
Kasaundra Coleman PRTC
Todd Johnson – First Transit
Nelson Cross – First Transit

Beatrice Wooden - PRTC
Bob Leibbrandt – Prince William County
Rob Dickerson – Prince William County
Jaqueline Lucas, Prince William County
Paolo Belita – Prince William County
Doug Allen – VRE
Mark Shofield – VRE
Monica Backmon - NVTA
Ken Jones - Citizen
Xavier Harmony - Citizen
Sonegi, Sonali – Citizen
Cozy Bailey, Prince William NAACP

Chair Anderson called the meeting to order at 7:01 p.m. The Pledge of Allegiance, Invocation, and Roll Call followed.

Approval of the Agenda –4 [RES 19-03-01]

Commissioner Rishell moved with a second by Commissioner Maurer. There was no discussion on the motion. (RISHELL/MAURER, UNANIMOUS)

Approval of the Minutes of the February 7, 2019 PRTC Board Meeting – 5 [RES 19-03-02]

Commissioner Maurer moved, with a second by Commissioner Sebesky to approve the minutes of the February 7, 2019 meeting. There was no discussion on the motion. (MAURER/SEBESKY, MAJORITY VOTE; BARKER and THOMAS ABSTAINED)

Inaugural Mentoring Program Participant Recognition - 6

Dr. Schneider introduced the program and the recognized participants of the program.

Virginia Railway Express (VRE) – 7

Mr. Doug Allen briefed the Board on the following items of interest:

- VRE met with security leaders for Amtrak, CSX, Norfolk Southern, and other railroads through the Association of American Railroads to work on industry-wide security plan
- Positive Train Control implementation is expected to be completed in April
- Ridership in January was low due to government shutdown, with about half of the typical ridership; revenue was only down by 5% since most purchase monthly passes
- In February Mr. Allen and Joe Schwartz went to Capitol Hill to meet with Congressional offices. They met with Congressman Whitman, Congresswoman Wexton and Congressman Byron and VRE shared their plans and activity in order to advance projects
- VRE attended meetings in Richmond, VA and met with Secretary Valentine and Jennifer Mitchell to discuss how CROC money is being used wisely and coordination of DRPT and VRE's rail plans and the advancement of the Long Bridge project
- VRE hosted Preston Banks from Manassas Park and provided him with a tour
- Council of Governments is kicking off a planning study to look at market assessment and technical feasibility of run through service between Maryland and Virginia with commuter rail service MARC and VRE. It's a high level study to look at what the projected demand would be. A key project that would absolutely have to happen before that happens is the Long Bridge project; there isn't any more capacity on the existing bridge.

Public Comment Time - 8

Chair Anderson opened the floor for public comment time. Chair Anderson noted that anyone wishing to address the Commission to come forward and for those who do speak to introduce themselves and to state if they are representing an organization or themselves and also where they are from. It was noted that each person will have three minutes to speak. Three individuals addressed the Commission (transcript attached).

Approve the Consent Agenda – 9- [RES 19-03-03]

Commissioner Maurer moved, with a second by Commissioner Kelly, to approve the consent agenda. There was no discussion on the motion. (MAURER/KELLY, UNANIMOUS)

- Acceptance of the Potomac and Rappahannock Transportation Commission Monthly Jurisdiction for the Period ended December 31, 2018

PRTC Executive Director's Time – 10

Dr. Schneider briefed the Board on the following item(s) of interest:

- Dr. Schneider provides update on action item from the previous meeting regarding service adjustments during the government shutdown. He notes that it will be presented in April with the feedback that was provided
- Dr. Schneider provides updates on the General Assembly and funding reduction through the new performance measurement system initiated; the last iteration has a loss of \$655,000 a year. Two remedies were sought out, the Hold-Harmless bill, HB2553, which was created by Commissioner Thomas

Commissioner Lawson arrives to the meeting at 7:48 and sits at the table. Commissioner Kandasamy is no longer voting.

- Commissioner Thomas and Commissioner Barker speak on two plans presented for better funding results with the performance measurement systems. Commissioner Baker notes that there will be a one year reprieve for funding.
- Commissioner Principi asks about the economic impact with the new legislation. Dr. Schneider responds that initially there would be a 1 million to 1.5 million dollar loss and then the loss was reduced to \$645,000. After addressing the throughput concerns, the estimated loss is at \$310,000. The negative impact has been reduced by about 1 million dollars. There is a push for the hold harmless.
- Commissioner Kelly speaks on Smartscale and how the agency is working to meet the matrix and fit a formula instead of working to provide the best service.
- Commissioner Caddigan notes that OmniLink is needed but it brings down our score for funding in regards to performance measures
- Commissioner Sebesky comments while VRE alleviates congestion, the bus services are available to those who may not be able to afford VRE. She notes concern for the formula affecting services
- Commissioner Thomas speaks on the funds distributed to VRE as new money
- Commissioner Kelly comments that it was explained at the local level that we were left out of the 2013 bill and as a result, millions of dollars were lost for transportation funding and bringing us back to where we should have been should not be characterized as new money
- Dr. Schneider notes that Bill HB2226 from Delegate Poindexter was passed that prohibits the governor and state agencies from participating in the transportation climate initiative, the intent is to prevent the governor's office from doing greenhouse gas emissions but there is a question that has been raised whether the bill prohibits the Commonwealth participating in CMAQ programming. This would cause the agency to lose 2 million dollars per year. It's expected to be

vetoed, legislation doesn't take the money away, if there is an application could a citizen say you can't do that, then we're bogged down in a lawsuit. Commissioner Barker notes that he feels the bill will be vetoed and we don't need to be worried about it, but it's good to be paying attention.

- Dr. Schneider notes culture change meeting held and that trust among co-workers was discussed as well as sharing the strategic plan with employees
- Dr. Schneider highlights the I-66 Commuter Choice handout noting that 20 applications for projects and 32 million dollars' worth of projects cleared the hurdle. The revenue is 18 million, which means half of the projects submitted will not be approved. The process begins April 5th.
- Dr. Schneider comments on the I-395 corridor is in FY2020 and the first toll day will be October 24th. The official call for projects will be presented at the next meeting.
- Dr. Schneider notes upcoming celebrations and events for the month of March

Presentations – 11

OmniRide FY20 Proposed Budget: Review of Expenses– Joyce Embrey

- Last month there was a presentation of the FY20 revenue proposed budget
- Personnel, fuel and contractual services make up 93% of the operating budget
- Personnel accounts for 4.7 million with 58.5 FTEs, which includes the five new positions that were approved at the September meeting, this number assumes no Reduction-in-Force and could change with Commission action
- Fringe benefits account for 1.7 million dollars with a budgeted fringe rate of 40%
- Contractual services are 26 million dollars; the First Transit contract is 22.9 million dollars
- Revenue hours are estimated 108,000 from express services and 62,000 for local
- There was an increase of 2.1 million dollars in operating expenses from FY19 to FY20 – that increase could be reduced by Commission action
- Dr. Schneider notes that the western OmniRide services being similar in cost to the previous year and the amount has been included in the budget
- Chair Anderson asks what are the next steps with the budget. Ms. Embrey replies that public hearings have been scheduled for April 24th and April 25th. PRTC will present the Commission with recommendations for the budget at the June meeting.

Strategic Plan Update – Chuck Steigerwald

- Mr. Steigerwald presents on mobility hubs
- Hubs allow mass transit to work more efficiently
- Mr. Steigerwald presents three examples of hubs, Horner Road, Woodbridge VRE Station and the OMNIRIDE Transit Center
- The goal is to increase densities and easy access to transit at access points; communities are starting to build towards that condition
- Hubs increase mobility in the communities

Commissioner Maurer leaves the table at 8:17 PM

PRTC Action Items – 12

Authorize the Executive Director to Implement Shuttle Service to Eastern Prince William County Virginia Railway Express Stations During the Metrorail Summer 2019 Platform Improvement Project and to Submit a Mid-Cycle Grant Application to the Virginia Department of Rail and Public Transportation for Reimbursement of Shuttle Services Expenses – 12-A [RES 19-03-04]

Commissioner Caddigan moved, with second by Commissioner Sebesky to authorize the Executive Director to implement service during the Metrorail summer 2019 platform improvement project and to submit a mid-cycle grant application to the Virginia Department of Rail and Public Transportation

for reimbursement of shuttle services expenses. There was no discussion. (CADDIGAN/SEBESKY, MAJORITY VOTE, MAURER ABSENT FROM VOTE.)

Commissioner Maurer returns to the table at 8:20 PM

Implementation of the Reduction in Force Policy for the Dispatch Unit and Approval of Severance Package for Affected Employees - 12-B [RES 19-03-05]

Commissioner Principi moved, with a second by Commissioner Lawson, to implement the reduction in force policy for the Dispatch unit and approval of severance package for affected employees. Principi asks about the cost regarding sick leave and Dr. Schneider confirms that employees receive payout of 25% of hours that exceed 450 hours. Commissioner Principi asks if sick leave is included in the accrued leave payout. Dr. Schneider confirms yes. Commissioner Caddigan comments that there is a penalization for coming to work based on the payout policy. Legal Counsel advised this is the same policy as Prince William County.

Commissioner Rishell comments there are several components to this, there's the severance and there's the reduction in force. Feels the severance is a good idea however, she does not support the reduction in force and that she doesn't vote on everything on a financial basis and tries to vote her values. Commissioner Rishell noted you have to consider finances at times, that's the practical aspect of life, however, one of her values is that when you have an economic contract it is accompanied by a social contract and breaking one is breaking the other. She noted according to her belief system the social contract, through the economic contract, has been fractured. There are circumstances that require breaking of an economic and social contract, if a locality or agency falls on hard times, you need to have layoffs, but the layoffs would be across the board and not target one department and would be more evenhanded, is especially uncomfortable with this coming off of establishing a floor on the gas tax. Her vote will be no. She encourages her colleagues to please, please consider their votes very carefully and knows we all want to do the right thing.

Commissioner Kelly commented that we started with a long list of positions now we're down to three, asks where are we on where, potentially, these people could go. Dr. Schneider notes that First Transit will have three open dispatch positions that the PRTC dispatchers would have to apply for. Chair Anderson comments on the recruiter service provided in the severance package. Commissioner Maurer notes that the recruiter services are in the memo but not stated in the resolution. Commissioner Lawson asks for a "whereas" clause to be added to include the recruiter services. Commissioner Principi moved, with a second by Commissioner Sebesky to include the recruiter services in the resolution.

Commissioner Kelly comments taking 14 months to get to this point is not a good situation. Advised he takes issue with a statement made earlier regarding the conduct of the Executive Director and hopes the Board gives him the opportunity to respond to that; it's only fair, if someone makes an accusation that the person has the opportunity to respond if they so desire.

Also noted he takes issue with the statement that this has fallen on deaf ears. States the Commission brought the issue to a screeching halt to do a full-blown independent investigation that Prince William County completed, initiated and hired individuals to look at the training processes regarding the issues brought up, have taken corrective actions, instituted policies that are ongoing; a lot of time and effort has been put into dealing with this issue. Commissioner Kelly spoke of the significant reductions in service this operation has made, to the point that we're out of line, funding has been difficult and future funding will be more difficult which results in difficult decisions. States economic component is trip miles, providing services to the community, it's raises for employees - all tie into the social contract. Feels if he doesn't like where we are going he has an obligation to come back and say here are other options we could look at. States this is more of a Prince William County, Manassas and Manassas Park situation, feels if this is a situation where this is the wrong way to go it's easy to say no, it's a little more involved to say okay, how do we make up those funds and what impact does that have on the rest of the system. Asked if we look to Prince William County, who has already stepped up to the plate on numerous

occasions, to keep this operation going. Asks if Manassas Park and Manassas feel strongly enough that they are willing to make their contributions higher to make sure this doesn't happen, states if we don't do that does that mean we have to reduce bus service to somebody, does that mean our employees don't get raises because we have to make up that amount. Stated every decision we make you just can't look at it as oh, it's just dollars, you're making decisions on those dollars, those dollars go to services, those dollars go to employees and if you say no to this you better step up to the plate and say we going to do this, this and this. Stated the Board has had 14 months to have this conversation if that's the direction everyone wanted to go, we missed where if you don't want to do this then we're going to have to reduce service or affect other employees or reduce service to keep people and everything in place. Are jurisdictions willing to step up to the plate and increase the subsidy to keep this operation going, are we willing to sacrifice services to our communities to keep this going, are we willing to sacrifice increases in salaries, other decision will affect service in some form or fashion. Stated he would like to hear from his colleagues on what they think about these things or where they feel they need to go.

Commissioner Nohe acknowledges that this is a difficult decision, something he's struggled with, and that there are consequences either way. States he's had conversations with the Chair, the Executive Director, and employees; states we have looked at this from every angle we can. Stated he's involved in this organization because we need to provide reliable, efficient and safe mobility services to the people of Prince William County who need it to get to their jobs, to get home with their family at the end of the day, that's what we're here to do. If we're not going to that that first and foremost, then we're not a transit commission. States the number one decision for this organization has to be how can we most effectively and efficiently provide safe and reliable mobility services to the riders. States we are in a financial crisis and while it's not just about the bottom line, as public officials we have to look at the bottom line, have to figure out how we can do more for the citizen with the limited resources; we have to find ways for this organization to run more cost effectively and if we don't do this, we're not doing the job.

Commissioner Rishell comments that she has been misquoted, that usually in these situations, the Executive Director brings forward 2-3 recommendations to the Commission to be considered, not just one - this is it, take it or leave it.

Commissioner Sebesky states that City of Manassas has the second highest tax in the state and that they have many needs. She notes the Manassas City is trying to be able to pay for services for their residents to be able to have affordable transportation options. States this is the mission of this organization, to help provide to the people most in need. States she has heard from every Manassas City Council Member before she came here that they did not feel the organization was spending money in a fiscally responsible way. States that Manassas City doesn't have the additional funds to give.

Chair Anderson comments restructuring is always difficult and Dr. Schneider was hired to find efficiencies in the organization. She comments that she sees the severance package as fair. She confirmed with Dr. Schneider if any of the affected employees attains a position with First Transit (or elsewhere) that they will still receive their severance package. (PRINCIPI/LAWSON, MOSTLY UNANIMOUS; RISHELL AND TRAMPE VOTED NAY)

Authorization to Execute an Amendment to Contract #13-02 between the Potomac and Rappahannock Transportation Commission and First Transit- 12-C [RES 19-03-06]

Commissioner Nohe moved, with a second by Commissioner Principi, to authorize executing an amendment to contract #13-02 between the Potomac and Rappahannock Transportation Commission and First Transit. Dr. Schneider comments that the \$322,000 noted are not new funds, they are just being reallocated. Commissioner Principi asks about contract amendment #5 and the FTE count of dispatchers. Commissioner Maurer questions on how the \$322,000 is justified if First Transit doesn't hire three additional dispatchers. Commissioner Principi requests to add language to include appropriate level staff and to add content to the resolution. Commissioner Rishell asked if there is a need to reference bus to dispatcher industry standard ratios to ensure efficient staffing. Dr. Schneider comments that the target is 50 busses per dispatcher and that we did not established a minimum or

maximum. Commissioner Rishell asked if there was an industry standard? Dr. Schneider confirmed that it is usually between 75 – 100 buses per dispatcher, but our target is 50 because we are predominately a commuter express service. Chair Anderson asks Rob Dickerson to read the amended resolution to include a “whereas” clause that First Transit will hire three additional dispatch positions. Commissioner Nohe motions to accept the amendment. Commissioner Barker comments that the contract can be revisited in regards to adding more dispatch positions in FY21. (PRINCIPI/CADDIGAN, UNANIMOUS)

PRTC Chairman's Time – 13

- Chair Anderson states that she does not foresee an Executive Committee meeting prior to the PRTC meeting in April.
- Announces that the evaluation for the Executive Director, Dr. Bob Schneider, will be distributed at the end of March. She states that Alternates that have attended half of the meetings can participate in the evaluation of the Executive Director
- Chair Anderson extends vote to have Commissioner Caddigan on the VRE Ops Board

Concurrence with Prince William Board of County Supervisors Recommended Appointment to the Virginia Railway Express Operations Board– 13-A [RES 19-03-07]

Commissioner Sebesky moved, with a second by Commissioner Lawson, to concur with the Prince William Board of County Supervisors' recommended representative appointment to the VRE Operations Board. There was no discussion on the motion. (SEBESKY/LAWSON, UNANIMOUS)

Other Business/Commissioners' Time – 14

- Commissioner Sebesky noted that Manassas City will not be available at the PRTC April meeting. She also notes the 20th annual St. Patrick's Day parade will be on 3/9/19

Adjournment – 15

There being no further business to come before the Commission, Chair Anderson adjourned the meeting at 9:06 PM.

Information Items

There were no comments.

Public Comment Time
March 7, 2019
PRTC Regular Meeting

Kenneth Jones

Good evening my name is Kenneth Jones and I am representing myself. Over the past fourteen months or so, we have come before this board and pointed out how the Executive Director's proposal was not fair on the factual basis and also how it was racially biased because it only targeted black and brown employees which had a desperate impact, in violation of the 1964 Civil Rights Act. This consequently fell on deaf ears in regards to this board. Needless to say I was disappointed in results of the vote that was taken last month to authorize the Executive Director to begin the reduction in force process. The Executive Director did not release this presentation ahead of time nor was it the request to start the RIF process on the agenda. This is a clear signal that there is something to hide because if everything was above board for there would be no reason to be sneaky – that the facts were on your side., you could stand on the strength of your presentation. Taking a close look at the presentation, that was posted on omniride.com, many things jumped out at me as being inaccurate, but since I only have three minutes, I'll jump to just a few of them. On page 23 of the presentation that the Executive Director presented, indicated that there were 22 drivers that were permanently laid off in 2016 and this never happened. Number one, it defies logic because if you think about a couple of months ago, the Executive Director as well as the General Manager for First Transit they made a big presentation about the industry wide shortage and that was the reason why there was trips being missed. So if there was an industry wide shortage, why would you lay off 22 operators and you're suffering operator shortage. Since I've been here, for over fourteen years, it's been a chronic issue of operator shortages. So that just defies logic. It just doesn't make sense, whatsoever. The next was, on his graph, on page 20, he shows the lowest number of buses in service at one time is 18. But last spring when Mr. Tim Collins released this report, about the buses that went to Delaware and down towards Richmond, and he said that the organization was wounded. The Executive Director said after questioning from Supervisor Lawson, that when this incident occurred, when the operator took the bus to Richmond, there were only three buses on the road and two dispatchers on duty. But if you look at his graph, that he created, it shows that at any one time during the day, the minimum amount of buses is only 18. So either he's lying now or he's lying then. Which one? And if he's lying in front of this body, this is something that this body should be concerned about.

Chair Anderson notes that Mr. Jones has spoken for three minutes and if he could wrap up.

I'll just say take a look at the numbers. The numbers don't add up as well. If you decide to go ahead and take this vote tonight, it'll be based on misconstrued facts and basically outright lies. So if you want to take the vote putting basically black and brown people out of their jobs, based on those lies, take the vote. Let's put on the record and we'll look at it in November during this election. Thanks.

Beatrice Wooden, PRTC Dispatcher

My name is Beatrice Wooden, dispatcher. Excuse me, my emotions are kinda all around, but anyway. It started out seven dispatchers a one supervisor. We're down to three dispatchers now. I sit there and I

listen to you, Mr. Schneider about the mentoring program. I wish that you had came to dispatch and took a couple of us out, picked us out, to to mentor, or be mentored to. And I guess that's what I want, to be mentored to. To see what was going on – how we can come to a better answer for what may happened tonight. I sat there and I listened to that and I'm like we have been the last, last fourteen months, we have been left out of so much. Left out of so much at PRTC and I have given so much for 14 years. I have given so much. But as Ken Jones says, it to me, it it it has really boiled down to black and brown people just, we just don't I don't know if we just don't fit in this organization and it's sad. It's really sad. I come to work every day. Like I said before to you all, I got five, I'll have, May 3rd, if this, if this goes down, I will have like 500 and 60 something hours of sick leave and I gotta leave, I gotta leave it here. I gotta leave it, I gotta leave it. I mean, I can't, you can't even come to any conclusion of anything about how could we better if not better it now, better it for the future for the employees of PRTC, better it for them. Where if they're giving their all and all and coming to work and, and, and got time on the books and something happens, like this. I mean come on, ya'll gotta do something. You gotta do something. Thank you.

Cozy Bailey , Prince William NAACP President

Thank you Madam Chairman. Obviously you know who I am. For everyone here, my name is Cozy Bailey and I am President of the Prince William NAACP. Many times when the NAACP comes out to speak to a group like this, the first thing that people expect to hear is something about racism. I did not come this evening to talk about racism but I knew if I used that word I would gets all of your attention, but I am going to talk about race. I want you first to remember that the NAACP is formed and our mission is to secure the political, educational, social and economic equality of rights for all people in order to eliminate race based discrimination. Let me read for you something that is a guideline from the Employment, the EEOC. It says, if certain groups of employees are affected more than other groups when considering a lay-off, a reduction in force, determine if you can adjust your layoff for RIF selection criteria, to limit the impact on those groups while still meeting your business needs. I would submit that this Commission over the past fourteen months, either didn't know about that particular guideline or decided that the numbers that you've come up with are more important. And I've read the numbers and I cannot verify them or, or, or argue against them but I think the, the numbers about a \$500, 000 savings per year offset with a \$300,000 or so replacement. Then you gotta factor in your 75K or whatever it is that you are doing for severance. But the number that is more important is that I understand it about 50 percent of the affected workforce are higher are in fact people of color. That should be a feeling of disgrace by this commission. An organization that is set to provide transportation to and from in and around this community that now makes a numbers driven business decision to disenfranchise that portion of the workforce is abysmal. But you know it is it is almost, it is, it is following some of the things that this commission and Mr. Director have done over the past fourteen months, along with the leadership here. What do I mean by that? Couple of years ago, there was a dramatic turnover of legislators here in this area and there that created two vacancies on this commission. I asked for a meeting with your Chair and the Director and I told them at that time that the community expected that those two bills would be filled by a couple of those passionate people who had asked to be on this Commission. What I was told is that this Commission could not make that decision and we all know that the Speaker of the House does that, blah, blah, blah. My point was is that this Commission's desires should've been communicated to the Speaker, but that wasn't done. Recently there's been a dubious

personnel action, against one of the speakers who spoke today. Now I know this Commission doesn't get involved directly into personnel actions, but it seems to me based upon my 20 years of corporate experience, that when there is just a simple disagreement about how a policy was executed, that you work that out, as opposed to give someone their walking papers. Now you can do what you want to do, or what you what it appears that you want to do because the Commonwealth of Virginia is a right to work state. Sometimes I look at that as a right to fire state because it allows you to do those things within punity. But if you make that decision and vote that way this evening, what you will do is send the message to the people of this community, specifically Prince William County who have a majority of people of color as its residents now, that all you care about is the bottom line of money numbers. There is a and in preparation for what I was going to say this evening, I read a scholarly work, that was written some 20 years ago. It was called Organizational Downsizing Discrimination and Corporate Social Responsibility. And the point of that that that scholarly work was to ensure or, or report on a change in the way that corporations did their did their business and how they made decisions and trying to get them to understand that social responsibility was just as important as that topline and bottom line. I would share that with you because it is very illuminating and I think that you'll find that you are operating just the opposite of what that scholarly work says and what many organizations who have become successful have realized that good social responsibility and recognition, is in fact, a force multiplier for your bottom line. I will close with saying this, if you make this decision, it's not a good look for this commission. If you make this decision, the 600 or so people who are staunch supporters of the NAACP of Prince William County will be extremely disappointed. I don't make threats, but I agree with Mr. Ken Jones, there will be consequences. Thank you very much.

Virginia Railway Express (VRE) Chief Executive Officer's Time

- A. INFO Chief Executive Officer's Report – March 2019
- B. INFO Agenda, Minutes, and Adopted Resolutions of the March 15, 2019 VRE Operations Board Meeting
- C. INFO Spending Authority Report
- D. RES Authorize the Virginia Railway Express Chief Operating Officer to Execute an Agreement of Sale with Crossroads Associates, LLC

CEO REPORT

MARCH 2019



OUR MISSION

The Virginia Railway Express, a joint project of the Northern Virginia Transportation Commission and the Potomac Rappahannock Transportation Commission, will provide safe, cost-effective, accessible, reliable, convenient, and customer responsive commuter-oriented rail passenger service. VRE contributes to the economic vitality of its member jurisdictions as an integral part of a balanced, intermodal regional transportation system.



CEO REPORT | MARCH 2019

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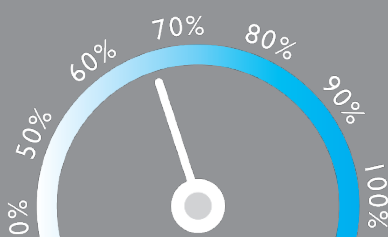
PROJECTS PROGRESS REPORT 15



VIRGINIA RAILWAY EXPRESS
A better way. A better life.

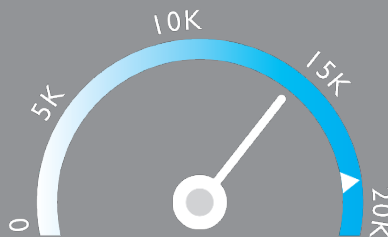


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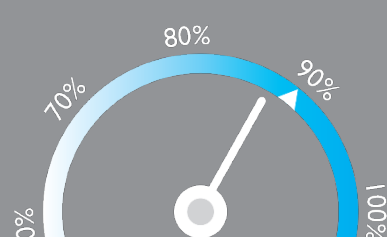
PARKING UTILIZATION

The total number of parking spaces used in the VRE system during the month, divided by the total number of parking spaces available.



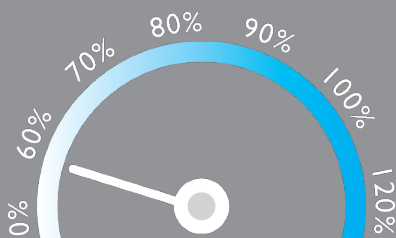
AVERAGE DAILY RIDERSHIP

The average number of boardings each operating day inclusive of Amtrak Step-Up boardings but excluding "S" schedule operating days.
▲ Same month, previous year.



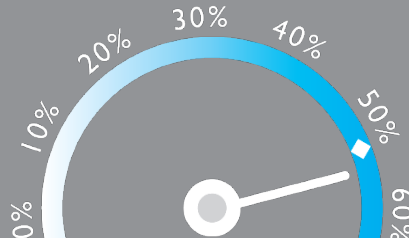
ON-TIME PERFORMANCE

Percentage of trains that arrive at their destination within five minutes of the schedule.
▲ Same month, previous year.



SYSTEM CAPACITY

The percent of peak hour train seats occupied. The calculation excludes reverse flow and non-peak hour trains.



OPERATING RATIO

The monthly operating revenues divided by the monthly operating expenses, which depicts the percent of operating costs paid by the riders.
◆ Board-established goal.

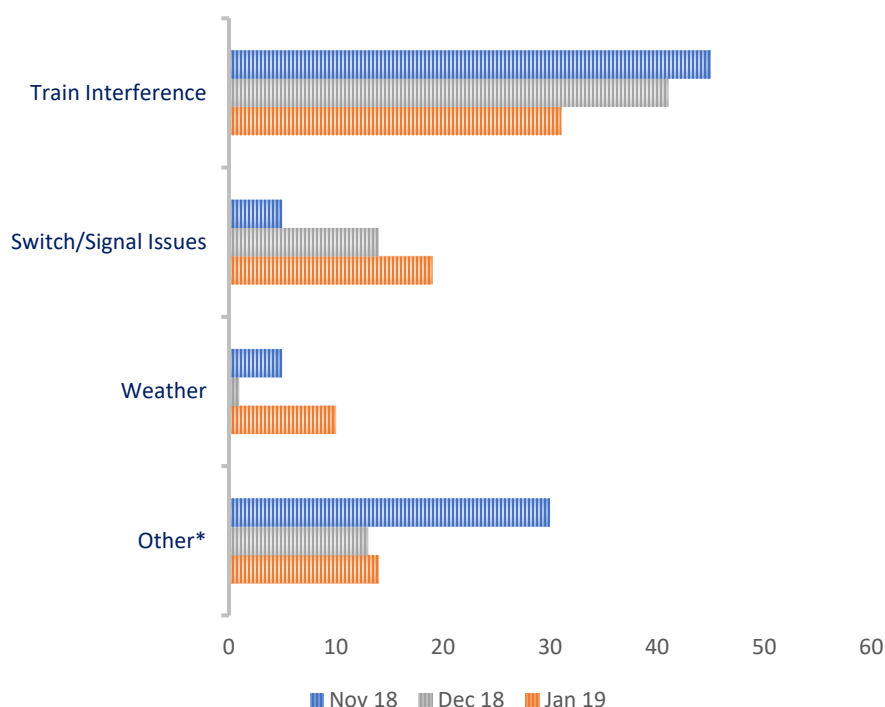
JANUARY 2019

ON-TIME PERFORMANCE

OUR RECORD

	January 2019	December 2018	January 2018
Manassas Line	88%	88%	90%
Fredericksburg Line	89%	86%	90%
System Wide	88%	87%	90%

PRIMARY REASON FOR DELAY



VRE operated 640 trains in January.

Our on-time rate for January was 88%.

Seventy-four of the trains arrived more than five minutes late to their final destinations. Thirty-eight of those late trains were on the Manassas Line (88%), and thirty-six of those late trains were on the Fredericksburg Line (89%).

The Fredericksburg and Manassas Lines both finished the month just below goal. Train interference has declined in the three-month period, but continues to cause the most delays. The decline in interference was offset in January by increased number of switch/signal issues and weather-related delays.

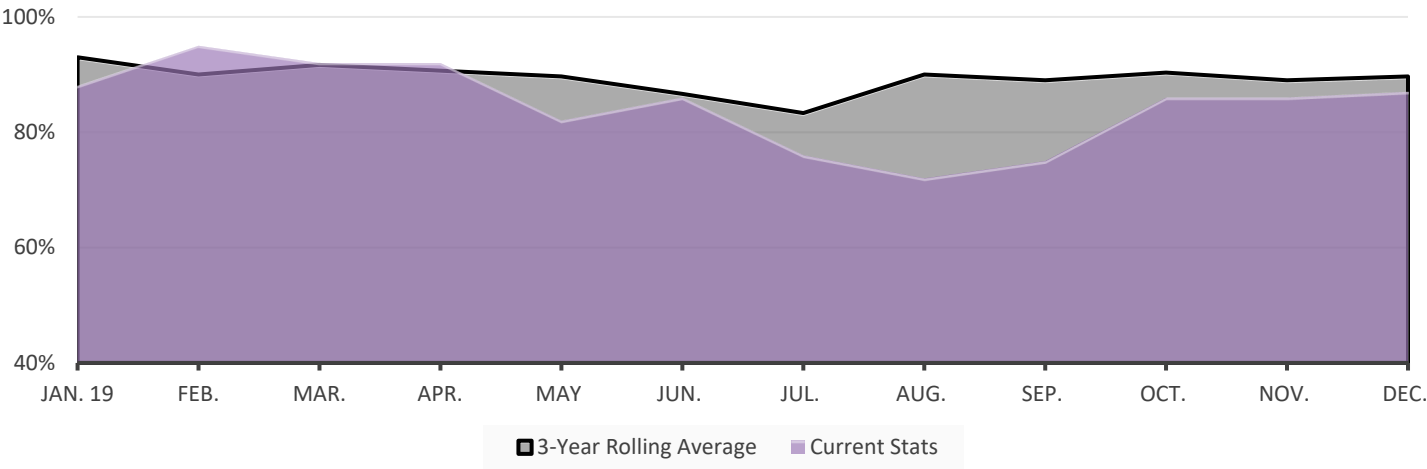
*Includes trains that were delayed due to operational testing and passenger handling.

LATE TRAINS

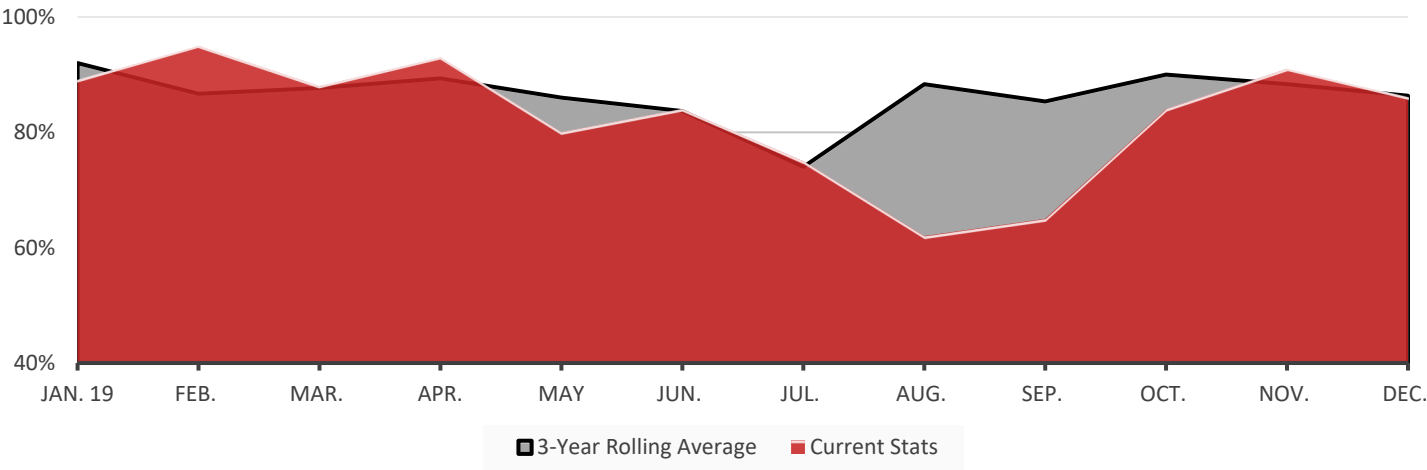
	System Wide			Fredericksburg Line			Manassas Line		
	Nov.	Dec.	Jan.	Nov.	Dec.	Jan.	Nov.	Dec.	Jan.
Total late trains	85	69	74	28	37	36	57	32	38
Average minutes late	13	14	23	11	15	29	14	14	17
Number over 30 minutes	4	5	10	0	3	6	4	2	4
Heat restriction days / total days	0/20	0/20							

ON-TIME PERFORMANCE

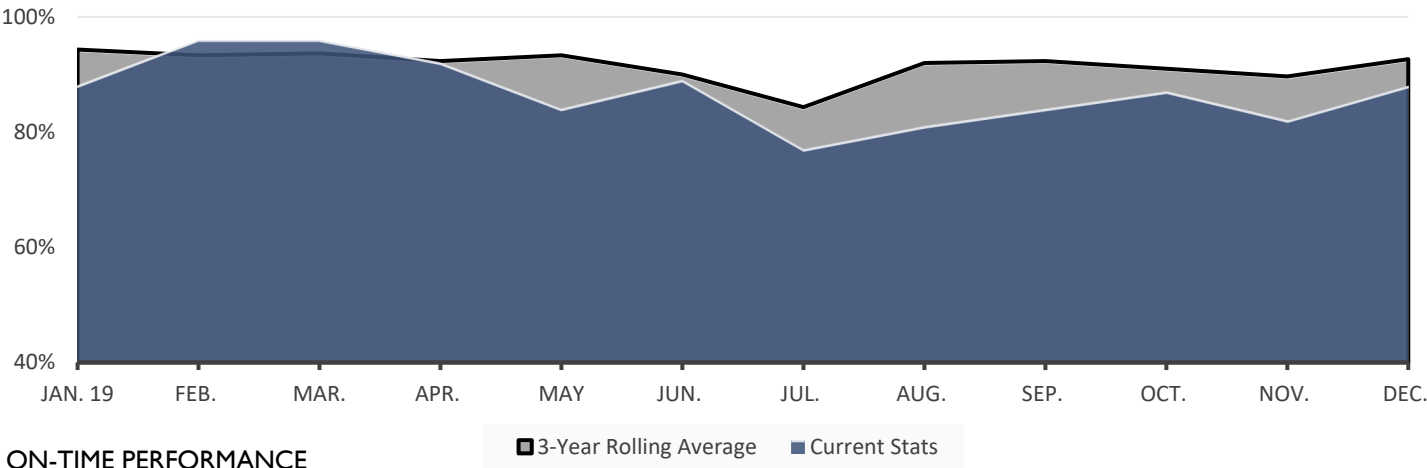
VRE SYSTEM



FREDERICKSBURG LINE

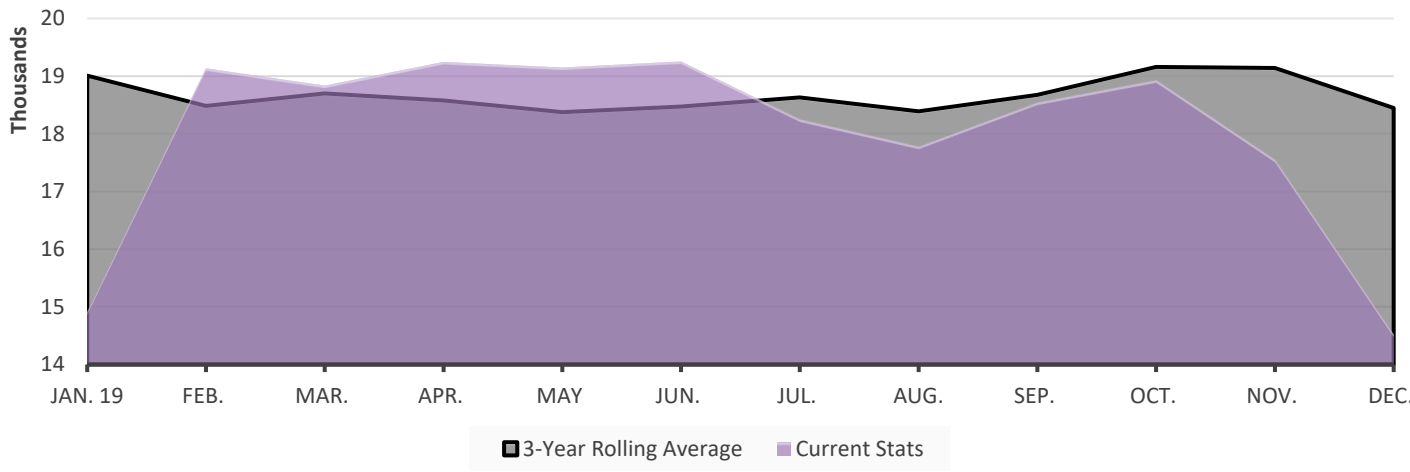


MANASSAS LINE

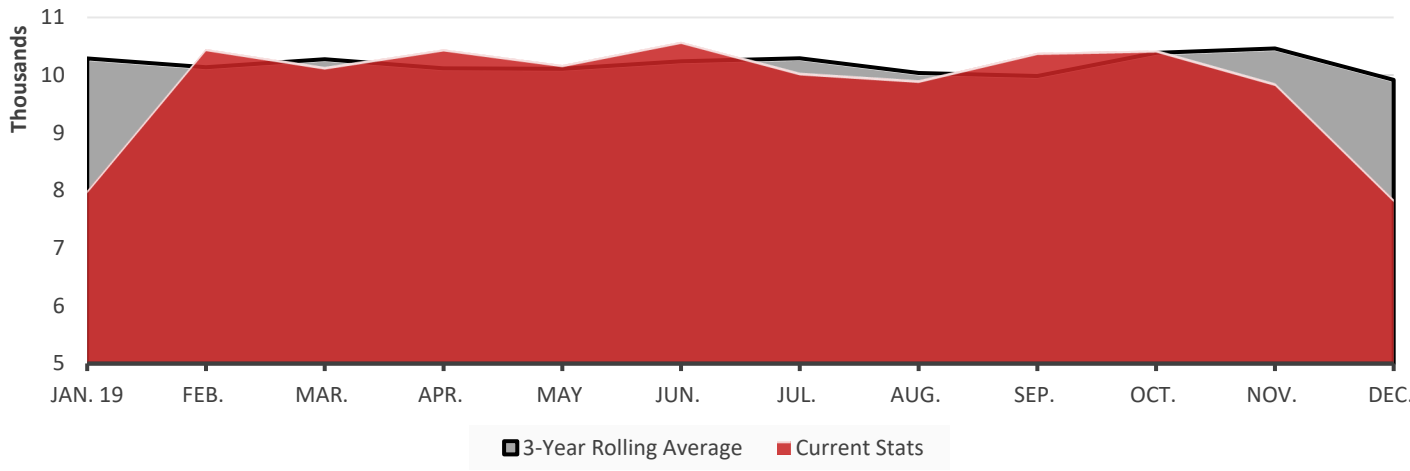


AVERAGE DAILY RIDERSHIP

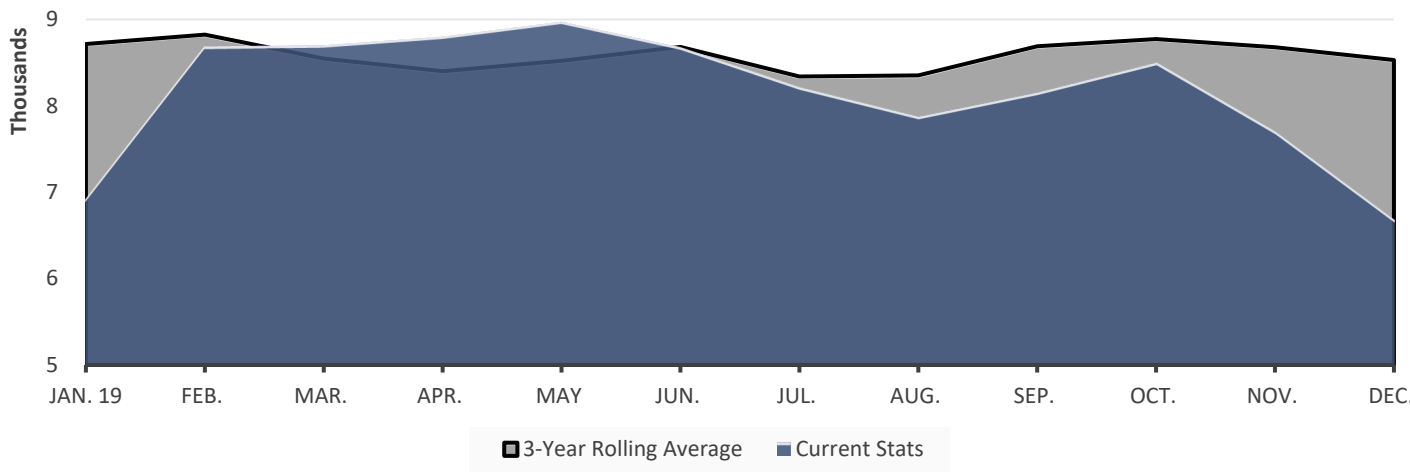
VRE SYSTEM



FREDERICKSBURG LINE



MANASSAS LINE



RIDERSHIP UPDATES

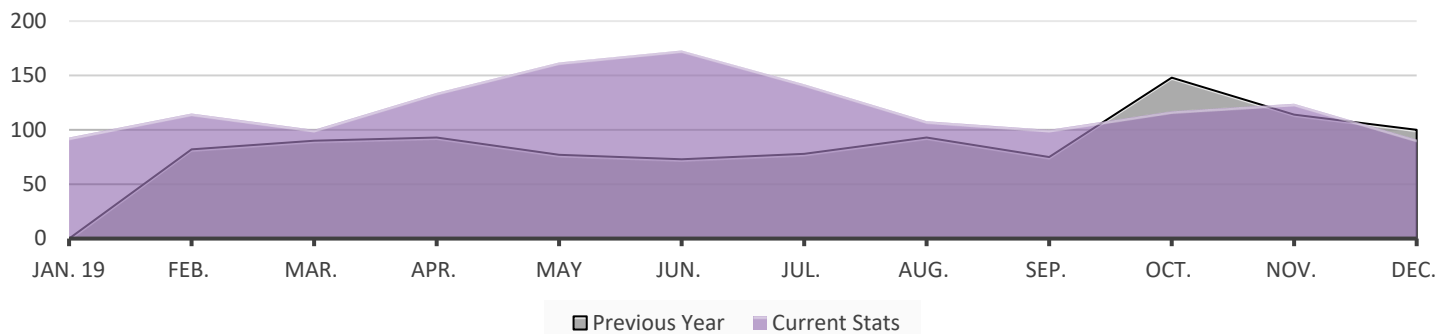
Average daily ridership (ADR) in January was approximately 14,900.

Note: The federal government shutdown of 2018–2019 began on December 22 and ended on January 25.

	January 2019	December 2018	January 2018
Monthly Ridership	298,263	290,480	398,785
Average Daily Ridership	14,913	14,524	18,990
Full Service Days	20	14	21
"S" Service Days	0	6	0

SUMMONSES ISSUED

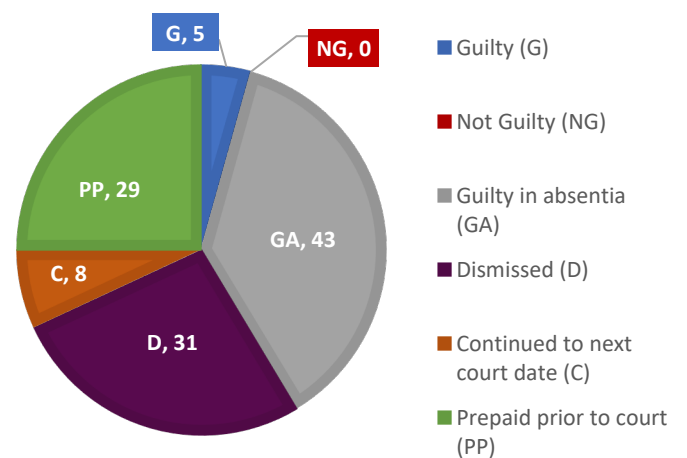
VRE SYSTEM



SUMMONSES WAIVED OUTSIDE OF COURT

Reason for Dismissal	Occurrences
Passenger showed proof of a monthly ticket	57
One-time courtesy	14
Per the request of the conductor	21
Defective ticket	5
Per Ops Manager	2
Unique circumstances	0
Insufficient information	2
Lost and found ticket	0
Other	1
Total Waived	102

MONTHLY SUMMONSES COURT ACTION

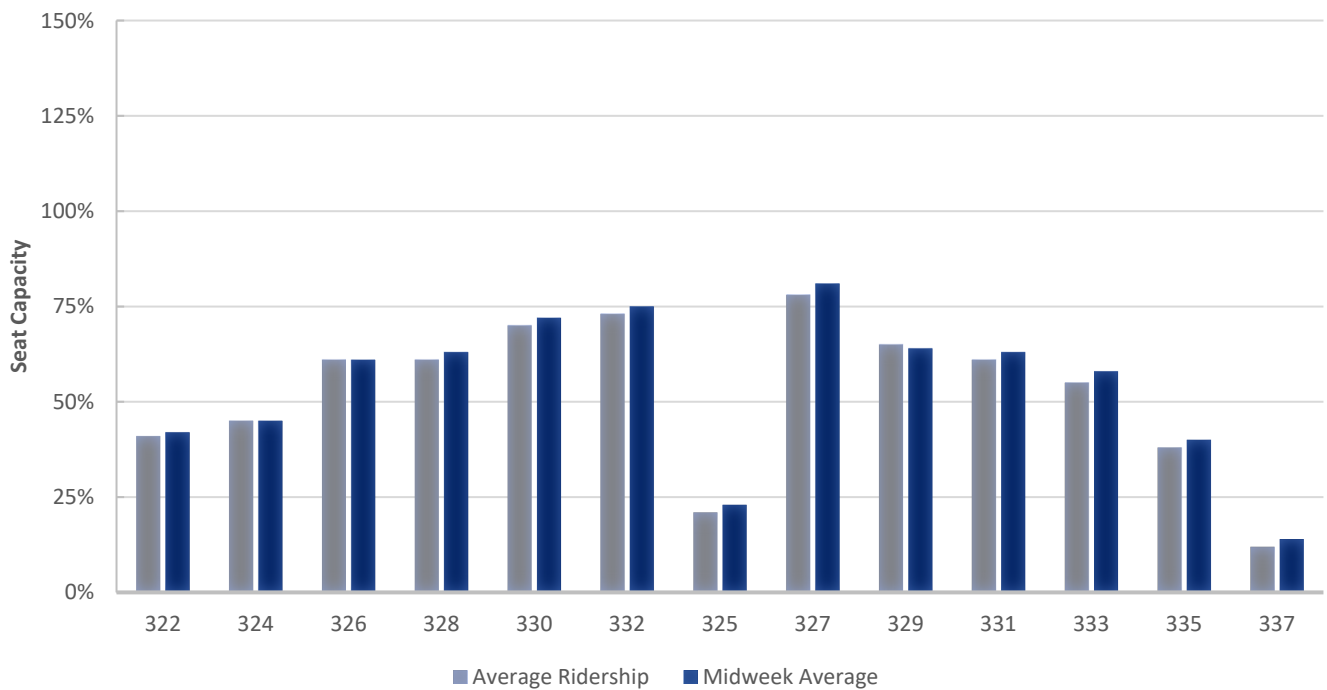


TRAIN UTILIZATION

FREDERICKSBURG LINE

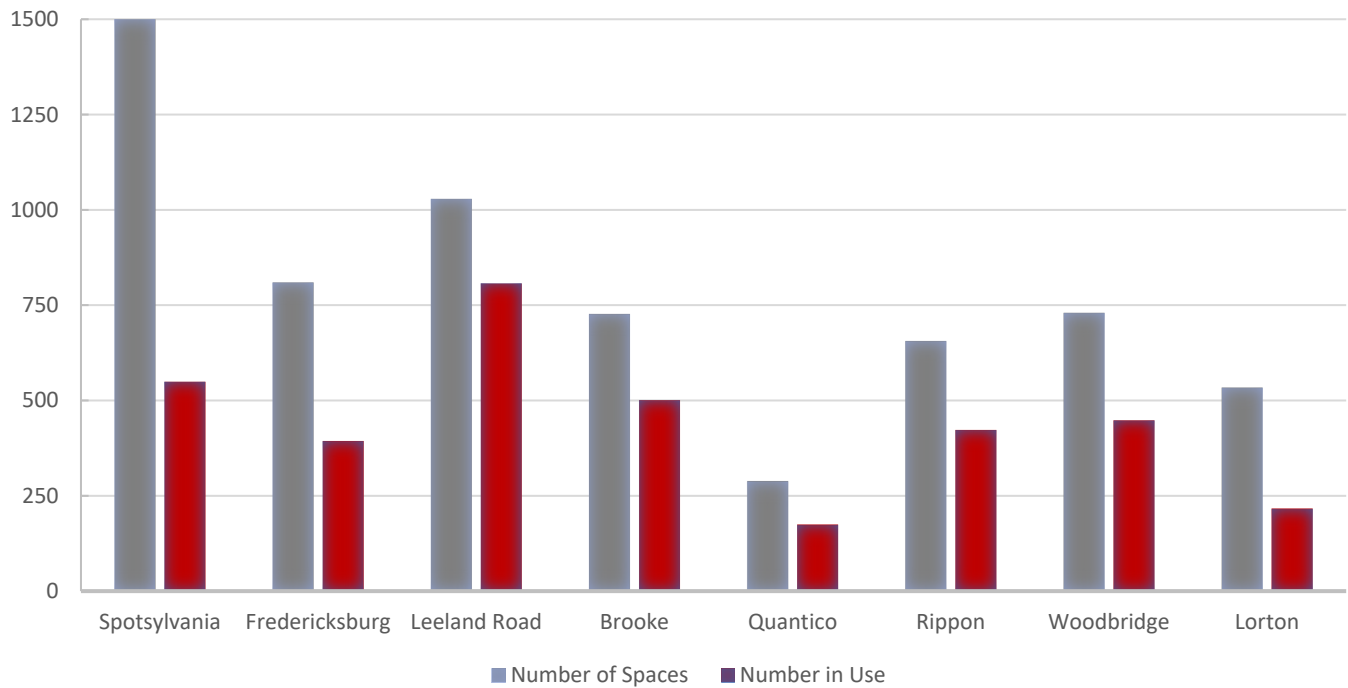


MANASSAS LINE

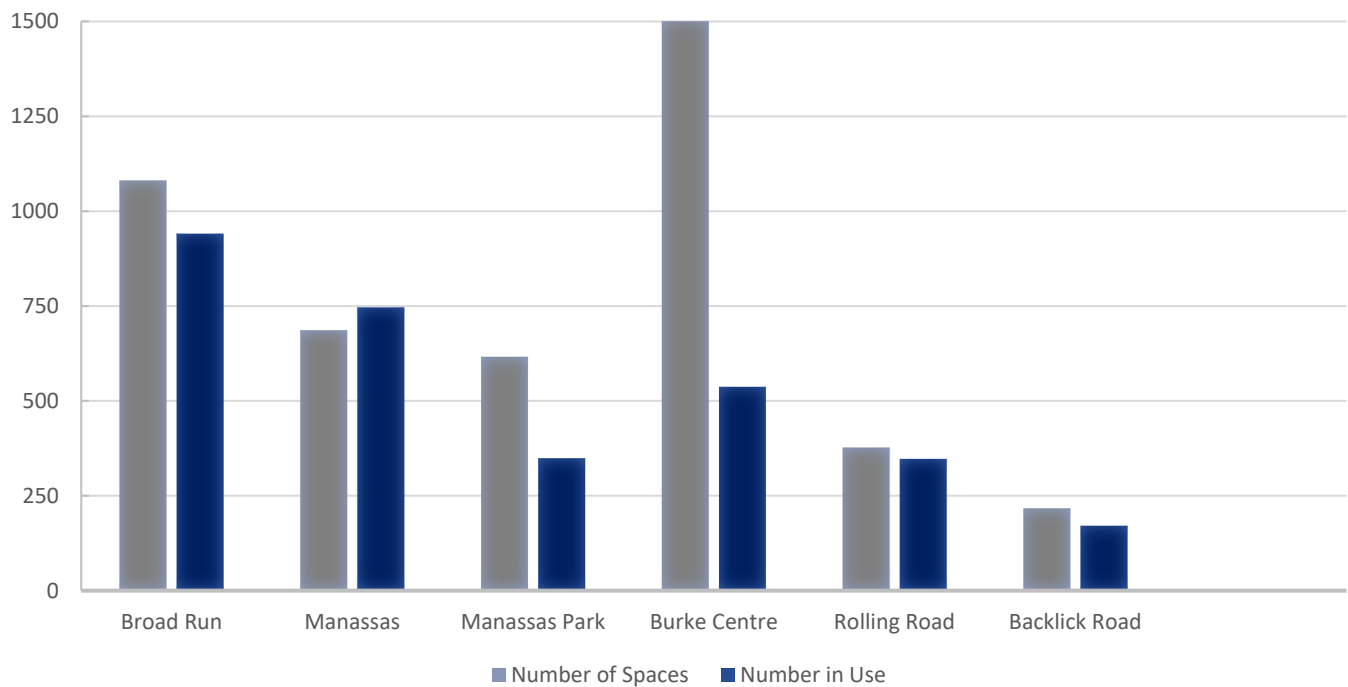


PARKING UTILIZATION

FREDERICKSBURG LINE



MANASSAS LINE



FINANCIAL REPORT

Fare revenue through the first seven months of FY 2019 is approximately \$479,000 below budget (an unfavorable variance of -1.9%) and is 1.8% below the same period in FY 2018.

Ridership for most of January was down approximately 20-25% from normal levels due to the partial federal government shutdown from December 22, 2018 through January 25, 2019. However, revenue for the month was down only 5-10% due to the significant number of customers who had preordered multi-ride passes. Since late January, ridership and revenue have returned to pre-shutdown levels.

The operating ratio through January is 55%, which is above VRE's budgeted operating ratio of 52% for the full twelve months of FY 2019. VRE is required to budget a minimum operating ratio of 50%.

A summary of the FY 2019 financial results through January follows, including information on major revenue and expense categories. Please note that these figures are preliminary and unaudited.

FY 2019 Operating Budget Report Month Ended January 31, 2018							
	CURR. MO. ACTUAL	CURR. MO. BUDGET	YTD ACTUAL	YTD BUDGET	YTD \$ VARIANCE	YTD % VARIANCE	TOTAL FY19 BUDGET
Operating Revenue							
Passenger Ticket Revenue	3,250,933	3,561,600	24,282,112	24,761,600	(479,488)	-1.9%	42,400,000
Other Operating Revenue	130,691	18,900	300,840	131,400	169,440	129.0%	225,000
Subtotal Operating Revenue	3,381,624	3,580,500	24,582,953	24,893,000	(310,047)	-1.2%	42,625,000
Jurisdictional Subsidy (1)	8,648,488	8,705,539	17,767,748	17,767,748	-	0.0%	13,116,039
Federal/State/Other Jurisdictional Subsidy	2,500,220	2,610,840	17,992,470	18,114,165	(121,695)	-0.7%	31,388,025
Appropriation from Reserve/Other Income	-	83,160	-	578,160	(578,160)	0.0%	990,000
Interest Income	148,872	16,800	738,736	116,800	621,936	532.5%	200,000
Total Operating Revenue	14,679,204	14,996,839	61,081,907	61,469,873	(387,966)	-0.6%	88,319,064
Operating Expenses							
Departmental Operating Expenses	5,940,273	6,360,667	44,968,134	48,650,992	3,682,858	7.6%	82,050,714
Debt Service	510,463	510,273	3,572,576	3,571,912	(663)	0.0%	6,222,350
Other Non-Departmental Expenses	(12)	3,864	11,737	26,864	15,127	0.0%	46,000
Total Operating Expenses	6,450,723	6,874,804	48,552,446	52,249,768	3,697,322	7.1%	88,319,064
Net income (loss) from Operations	8,228,482	8,122,035	12,529,461	9,220,105	3,309,356		-
Operating Ratio			55%	51%	Budgeted Goal	52% 50%	

(1) Total jurisdictional subsidy is \$17,767,748. Portion shown as budgeted is attributed to Operating Fund only.

FACILITIES UPDATE

The following is a status update of VRE facilities projects:

Completed projects:

1. Repairs to drainage at Lorton Station entrance

Projects scheduled to be completed this quarter:

1. Replacement of tactile warning strip at L'Enfant Station
2. Repairs to platform concrete at L'Enfant Station
3. Repairs to fascia and soffit at Woodbridge Station east building
4. Replacement of gutters and downspouts at Rippon Station
5. Repairs to platform concrete at Manassas Station
6. Installation of automated parking count system at stations with parking lots

Projects scheduled to be initiated this quarter:

1. Design of platform widening at L'Enfant Station
2. Development of IFB for painting of Franconia-Springfield Station
3. Replacement of signage at additional stations (locations TBD)
4. Development of IFB for pavement repairs and striping at Rippon and Leeland Road Stations and Fredericksburg Lot G

Ongoing projects:

1. Renovations to Alexandria Headquarters Suite 201
2. Development of specifications for modernization of east elevator at Woodbridge Station
3. Development of IFB for canopy roof replacement at Backlick Road Station
4. Replacement of parking lot entrance signs at various stations
5. Replacement of waste and recycling receptacles at various stations



Repairs to Drainage at Lorton Station Entrance (before)



Repairs to Drainage at Lorton Station Entrance (after)

UPCOMING PROCUREMENTS

- Purchase of Passenger Elevators
- Construction of the Lifecycle Overhaul and Upgrade Facility
- Construction Management Services for the Lifecycle Overhaul and Upgrade Facility
- Program Management Services
- Graphic Design Services
- Canopy Roof Replacement at the Backlick Road Station
- Modernization of VRE Woodbridge Station East Elevator
- Passenger Car Wheelchair Lift Assemblies
- Seat Bottoms for Passenger Cars
- Construction of Benchmark Road Slope Stabilization
- Construction of Rolling Road Platform Extension
- Purchase of LED Light Fixtures
- Construction of L'Enfant South Storage Track Wayside Power
- Variable Messaging System Replacement
- Tactile Strip Replacements
- Pavement Repairs and Striping at the Rippon and Leeland Road Stations and Fredericksburg Lot G
- Franconia-Springfield Station Painting Services

CAPITAL PROJECTS UPDATES

The following is a status update of VRE capital projects:

Completed projects or major project milestones:

1. VRE Transit Development Plan (TDP) Update
2. New York Avenue Midday Storage Replacement Facility concept design submitted to Amtrak for review

Projects or project phases scheduled to be completed this quarter:

N/A

Projects or project phases scheduled to be initiated this quarter:

1. Invitation for Bids (IFB) for Rolling Road Station Improvements
2. Final design and construction of temporary platform for Quantico Station Improvements
3. Final design of Lorton Station Improvements
4. Final design of Franconia-Springfield Station Improvements
5. Re-design of Alexandria Station Improvements (modify existing tunnel and east platform)
6. Project Development for L'Enfant Station Improvements

Ongoing projects:

1. Broad Run Expansion (BRX)
2. Manassas Park Parking Improvements
3. Rolling Road Station Improvements
4. Crossroads Maintenance and Storage Facility (MSF) – Land Acquisition
5. Lifecycle Overhaul & Upgrade Facility (LOU)
6. Leeland Road Station Improvements
7. Brooke Station Improvements
8. Quantico Station Improvements
9. Rippon Station Improvements
10. Lorton Station Improvements
11. Franconia-Springfield Station Improvements
12. Alexandria Station Improvements
13. Alexandria Station Track 1 Access (Slaters Lane)

- 14. Crystal City Station Improvements
- 15. L'Enfant Train Storage Track - South
- 16. L'Enfant Station Improvements
- 17. New York Avenue Midday Storage Facility
- 18. Potomac Shores VRE Station – *design by others*
- 19. Long Bridge Project Environmental Impact Statement (EIS) - *study by others*
- 20. Washington Union Station Improvements Environmental Impact Statement (EIS) - *study by others*
- 21. DC2RVA Environmental Impact Statement – *study by others*

Projects Progress Report to Follow

PASSENGER FACILITIES

PROJECT	DESCRIPTION	PHASE					
		CD	PD	EC	RW	FD	CN
Alexandria Station Improvements	Eliminate at-grade track crossing, add elevators, modify platforms.	◆	◆	◆	N/A	●	
	Modify Slaters Lane Interlocking for passenger trains on Track #1.	◆	◆	◆	N/A	●	
	Extend and widen East Platform and elevate West Platform.	◆	◆	◆	N/A	●	
Franconia-Springfield Station Improvements	Extend both platforms and widen East Platform for future third track. ◆	◆	◆	◆	N/A	●	
Lorton Station Improvements	Construct new second platform with pedestrian overpass. ◆	◆	◆	◆	N/A	●	
Rippon Station Improvements	Extend existing platform, construct new second platform with pedestrian overpass. ◆	◆	●	●	N/A		
Potomac Shores Station Improvements	New VRE station and parking in Prince William County provided by private developer.	◆	●	◆	N/A		
Quantico Station Improvements	Extend existing platform, construct new second platform with pedestrian overpass.	◆	◆	◆	N/A	●	
Brooke Station Improvements	Extend existing platform, construct new second platform with pedestrian overpass. ◆	◆	●	●	N/A		
Leeland Road Station Improvements	Extend existing platform, construct new second platform with pedestrian overpass. ◆	◆	●	●	N/A		
Manassas Park Parking Improvements	Parking garage to increase parking capacity to 1,100 spaces.	◆	◆	●	N/A		
Rolling Road Station Improvements	Extend existing platform and rehabilitate existing station	◆	◆	◆	N/A	●	
Crystal City Station Improvements	Replace existing side platform with new, longer island platform.	◆	●	●	N/A		
L'Enfant Station Improvements	Replace existing platform with wider, longer island platform. Add fourth track (VA-LE)	◆			N/A		

PHASE: CD - Conceptual Design PE - Preliminary Engineering EC - Environment Clearance RW - Right of Way Acquisition FD - Final Design CN - Construction

STATUS: ◆ Completed ● Underway ■ On Hold ◆ part of the "Penta-Platform" program

¹Total project cost estimate in adopted FY2020 CIP Budget

² Does not include minor (< \$50,000) operating expenditures

* \$2,181,630 authorization divided across five "Penta-Platform" program stations

ESTIMATED COSTS (\$)						STATUS	
Total ¹	Funded	Unfunded	Authorized	Expended ²	Percent Complete	Project Completion Date	
26,674,365	26,674,365	-	2,382,759	2,193,257	90%	4th QTR 2020	● VRE Ops. Board approval of revised design contract pending.
7,000,000	7,000,000	-	467,500	140,324	30%	2nd QTR 2019	● CSX forces on hold until after Jan. 1, 2019.
2,400,000	400,000	2,000,000	-	-	5%	4th QTR 2020	● Design work on East Platform only. West Platform improvements funded.
13,000,000	13,000,000	-	*	337,165	30%	4th QTR 2022	● PE design and EC complete; FD start pending with anticipated completion 4th QTR 2019.
16,150,000	16,150,000	-	*	414,156	30%	4th QTR 2022	● PE design and EC complete; FD start pending with anticipated completion 4th QTR 2019.
16,634,793	16,634,793	-	*	326,505	20%	4th QTR 2023	● PE design/EC completion pending CSXT design review with anticipated completion in 3rd QTR 2019.
No costs for VRE. Private developer providing station.					10%	TBD	● Potomac Shores VRE Station 30% re-design initiated to include parking structure.
18,372,949	18,372,949	0	-	-	30%	TBD	● FD start 1st QTR 2019. SMART SCALE grant agreement pending.
23,391,019	23,391,019	-	*	291,842	20%	4th QTR 2023	● DRPT LONP received; REF grant pending. PE design/EC anticipated completion 3rd QTR 2019.
15,527,090	15,527,090	-	*	292,727	20%	4th QTR 2023	● DRPT LONP received; REF grant pending. PE design/EC anticipated completion 3rd QTR 2019.
25,983,000	25,983,000	0	2,238,144	670,225	30%	4th QTR 2022	● FD underway. Meeting scheduled with Governing Body to discuss value engineering recommendations.
2,000,000	2,000,000	-	442,900	335,534	80%	3rd QTR 2020	● Invitation for Bids (IFB) pending start 2019 construction season and NS Construction Agreement.
49,940,000	5,410,000	44,530,000	399,121	393,642	100%	2nd QTR 2023	■ DRPT LONP received. Completion of PE design & EC pending excution of REF grant by DRPT.
70,650,000	3,226,000	67,424,000	2,980,000	58,793	2%	2nd QTR 2023	■ DRPT LONP received. Completion of PD & EC pending excution of REF grant by DRPT.

TRACK AND INFRASTRUCTURE

PROJECT	DESCRIPTION	PHASE					
		CD	PD	EC	RW	FD	CN
Hamilton-to-Crossroads Third Track	2¼-miles of new third track with CSXT design and construction of signal and track tie-ins.	◆	◆	◆	N/A	◆	◆

MAINTENANCE AND STORAGE FACILITIES

L'Enfant Train Storage Track - South	Conversion of CSXT Temporary Track to VRE Storage Track (1,350 feet) and Associated Signal Work	◆	◆	◆	N/A	●	●
Lifecycle Overhaul & Upgrade Facility	New LOU facility to be added to the Crossroads MSF.	◆	◆	◆	N/A	◆	■
Crossroads Maintenance and Storage Facility - Land Acquisition	Acquisition of 16.5 acres of land, construction of two storage tracks and related site improvements.	◆	N/A	N/A	●	N/A	N/A
New York Avenue Midday Storage Facility	Midday storage facility replacement for Ivy City storage facility.	◆	●	●	●		

ROLLING STOCK

Passenger Railcar Procurement	Acquisition of 29 new railcars.	◆	N/A	N/A	N/A	◆	◆
Positive Train Control	Implement Positive Train Control for all VRE locomotives and control cars.	◆	N/A	N/A	N/A	◆	●










PLANNING, COMMUNICATIONS AND IT

Broad Run Expansion (was Gainesville-Haymarket Extension)	NEPA and PE for expanding commuter rail service capacity in Western Prince William County	◆	●	●	-	-	-
Mobile Ticketing	Implementation of a new mobile ticketing system.	◆	N/A	N/A	N/A	◆	●

PHASE: CD - Conceptual Design PE - Preliminary Engineering EC - Environment Clearance RW - Right of Way Acquisition FD - Final Design CN - Construction
 STATUS: ◆ Completed ● Underway ■ On Hold

¹ Total project cost estimate in adopted FY2020 CIP Budget

² Does not include minor (< \$50,000) operating expenditures

ESTIMATED COSTS (\$)						STATUS	
Total ¹	Funded	Unfunded	Authorized	Expended ²	Percent Complete	Project Completion Date	
32,500,000	32,500,000	-	33,285,519	30,578,003	90%	3rd QTR 2018	 Close-out pending repair of storm damage to embankment.
3,965,000	3,965,000	-	2,937,323	1,699,610	60%	2nd QTR 2019	 CSXT Construction Agreement pending.
38,183,632	38,183,632	-	3,176,039	2,143,583	70%	TBD	 Design 100% complete. On hold pending property acquisition.
2,950,000	2,950,000	-	2,950,000	139,154	5%	TBD	 Revised appraisal pending.
89,666,508	89,666,508	-	3,588,305	1,455,775	40%	4th QTR 2020	 Amtrak comments on concept design to be addressed as PE progresses. NEPA documentation submitted to FTA for approval.
75,264,693	75,264,693	-	69,457,809	47,915,644	70%	4th QTR 2020	 All cars received. Completion date reflects end of warranty period.
10,553,000	10,553,000	-	10,294,079	7,984,451	80%	4th QTR 2018	 Onboard installations ongoing.
137,230,000	83,825,501	53,404,499	5,208,845	4,466,492	90%	4th QTR 2022	 Completion of PE design and EC pending NS review and force account agreement.
3,510,307	3,510,307	-	3,510,627	2,168,462	60%	2nd QTR 2019	 Rate My Ride is live in app. Big Commerce/Moovel collaboration underway for web based ticketing portal.



VIRGINIA RAILWAY EXPRESS

1500 KING STREET, SUITE 202 • ALEXANDRIA, VA 22314 • 703.684.1001

VRE.ORG





VIRGINIA RAILWAY EXPRESS
OPERATIONS BOARD

VRE Operations Board Meeting

March 15, 2019

Executive Committee Meeting – 8:30 am

Operations Board Meeting - 9:00 am

**Legislative Committee Meeting to follow Operations Board
Meeting (if needed)**

**PRTC Headquarters
14700 Potomac Mills Road
Woodbridge, VA 22192**

1. Pledge of Allegiance
2. Roll Call
3. Approval of Agenda
4. Approval of Minutes from the February 15, 2019 VRE Operations Board Meeting
5. Chairman's Comments
6. Chief Executive Officer's Report
7. Virginia Railway Express Riders' and Public Comment
8. Consent Items:



Northern Virginia
Transportation Commission
2300 Wilson Blvd. #620
Arlington, VA 22201
703.524.3322



Virginia Railway Express
1500 King Street, Suite 202
Alexandria, VA 22314
703.684.1001
VRE.org



Potomac and Rappahannock
Transportation Commission
14700 Potomac Mills Road
Woodbridge, VA 22192
703.580.6121

- A. Authorization to Issue a Request for Proposals for State Government Relations Services
 - B. Authorization to Issue a Request for Proposals for Engineering and Environmental Services for VRE Crystal City Station Improvements
- 9. Action Items:
 - A. Adopt 2019 VRE Operations Board Meeting Schedule Change
 - B. Authorization to Execute a Contract for Quantico Station Temporary Platform Construction
- 10. Information Items:
 - A. VRE's Metro Shutdown Plan Update
 - B. Spending Authority Report
- 11. Closed Session
- 12. Operations Board Member's Time

The Next VRE Operations Board Meeting
April 12, 2019 - 9:00 am at PRTC
[Pending Adoption of Resolution 9A-03-2019]



MINUTES
VIRGINIA RAILWAY EXPRESS
OPERATIONS BOARD MEETING
March 15, 2019

14700 Potomac Mills Road, Woodbridge, VA 22192

Members Present

*Preston Banks (PRTC)
*Elizabeth Bennett-Parker (NVTC)
*Sharon Bulova (NVTC) **
*Maureen Caddigan (PRTC) **
*John Cook (NVTC)
*Matt Kelly (PRTC)
*Jeanine Lawson (PRTC)
*Martin Nohe (PRTC)
*Pamela Sebesky (PRTC)
*Gary Skinner (PRTC)

Jurisdiction

City of Manassas Park
City of Alexandria
Fairfax County
Prince William County
Fairfax County
City of Fredericksburg
Prince William County
Prince William County
City of Manassas
Spotsylvania County

Members Absent

Katie Cristol (NVTC)
Mark Dudenhefer (PRTC)
Wendy Maurer (PRTC)
Jennifer Mitchell (DRPT)

Arlington County
Stafford County
Stafford County
Commonwealth of Virginia

Alternates Present

*Michael McLaughlin (DRPT)
*Cindy Shelton (PRTC)

Commonwealth of Virginia
Stafford County

Alternates Absent

Ruth Anderson (PRTC)
Pete Candland (PRTC)
Jack Cavalier (PRTC)
Hector Cendejas (PRTC)
Libby Garvey (NVTC)
Jason Graham (PRTC)
Todd Horsley (DRPT)
Tim Lovain (NVTC)
Jeff McKay (NVTC)
Cindy Shelton (PRTC)
Paul Trampe (PRTC)
Mark Wolfe (PRTC)

Prince William County
Prince William County
Stafford County
City of Manassas Park
Arlington County
City of Fredericksburg
Commonwealth of Virginia
City of Alexandria
Fairfax County
Stafford County
Spotsylvania County
City of Manassas

*Voting Member

**Delineates arrival/departure following the commencement of the Operations Board Meeting. Notation of exact arrival/departure time is included in the body of the minutes.

Staff and General Public

Khadra Abdulle – VRE
Doug Allen – VRE
Monica Backmon – NVTA
Tracy Baynard – McGuire Woods Consulting
Paolo Belito – Prince William County
Matt Cheng – NVTC
Rich Dalton – VRE
Xavier Harmony - DRPT
Chris Henry – VRE
Christine Hoeffner – VRE
Pierre Holloman – Arlington County
Todd Johnson – First Transit
John Kerins – Keolis

Mike Lake – Fairfax County
Lezlie Lamb – VRE
Bob Leibbrandt – Prince William County
Steve MacIsaac – VRE Legal Counsel
Betsy Massie – PRTC
Kate Mattice - NVTC
Becky Merriner – PRTC
Kristin Nutter – VRE
Dr. Bob Schneider – PRTC
Mark Schofield – VRE
Steve Sindiong – City of Alexandria
Sonali Soneji – VRE
Joe Swartz – VRE

Vice Chair Skinner called the meeting to order at 9:04 A. M. The Pledge of Allegiance and the Roll Call followed.

Approval of the Agenda – 3

Mr. Kelly moved, with a second by Ms. Sebesky, to approve the agenda as presented. There was no discussion on the motion. The vote in favor was cast by Members Banks, Bennett-Parker, Cook, Kelly, Lawson, McLaughlin, Nohe, Sebesky, Shelton and Skinner.

[Bulova arrived at 9:07 A.M.]

Approval of the Minutes of the February 15, 2019 VRE Operations Board Meeting – 4

Mr. Banks moved, with a second by Ms. Lawson, to approve the minutes from November 16, 2018. The vote in favor was cast by Members Banks, Bennett-Parker, Bulova, Cook, Kelly, Lawson, McLaughlin, Nohe, Sebesky and Skinner. Ms. Shelton abstained.

Vice Chair's Comments - 5

- Chair Cristol is on maternity leave and is unable to attend
- PRTC has appointed Supervisor Maureen Caddigan to the VRE Operations Board
- A Closed Session will be required at today's meeting

Chief Executive Officer's Report – 6

Mr. Allen briefed the Operations Board on the following items of interest:

- VRE's Chief Safety Officer, Greg Deibler, met with TSA Surface Inspectors to review VRE compliance on security regulations and discuss future partnership opportunities
- VRE Deputy CEO/COO, Rich Dalton, updated the Operations Board on PTC implementation
- Average Daily Ridership for February, without Amtrak Step-Up passenger counts, was 18,509
- On-Time Performance for February was 89%
- Mr. Allen and several other key staff members attended a quarterly coordination meeting with DRPT and CSX on March 13th

- Mr. Allen was invited to brief the Northern Virginia Regional Commission on VRE's mission, operations, funding and governance on Thursday, March 14th. He also outlined various projects.
- Doug met with Northern Virginia Transportation Authority Executive Director, Monica Backmon to review VRE's NVTAF funded projects
- Mr. Allen and VRE Manager of Project Development, Christine Hoeffner, joined DRPT Director Jennifer Mitchell and DRPT Chief of Rail Transportation, for a meeting with FTA's Office of Planning to discuss core capacity funding for Long Bridge.

Public Comment Time – 7

Vice Chair Skinner opened the floor for public comment time. There were no speakers.

Approval of the Consent Agenda – 8

Mr. Kelly moved, with a second by Ms. Shelton, to approve the Consent Agenda. There was no discussion on the motion. The vote in favor was cast by Members Banks, Bennett-Parker, Bulova, Cook, Kelly, Lawson, McLaughlin, Naddoni, Nohe, Sebesky, Shelton and Skinner.

- Authorization to Issue a Request for Proposals for State Government Relations Services – 8A
- Authorization to Issue a Request for Proposals for Engineering and Environmental Services for VRE Crystal City Station Improvements – 8B

Action Items – 9

Adopt 2019 VRE Operations Board Meeting Schedule Change – 9A

Mr. Kelly moved, with a second by Ms. Sebesky, to adopt the proposed change of the April VRE Operations Board Meeting from April 19, 2019 to April 12, 2019.

The vote in favor was cast by Members Banks, Bennett-Parker, Bulova, Cook, Kelly, Lawson, McLaughlin, Naddoni, Nohe, Sebesky, Shelton and Skinner.

[Caddigan arrived at 9:16 A.M.]

Authorization to Execute a Contract for Quantico Station Temporary Platform Construction – 9B

Ms. Caddigan moved, with a second by Ms. Lawson, to authorize the CEO to execute a contract with MCA Construction, Inc. for Quantico Temporary Platform construction in the amount of \$110,900, plus a 20% contingency, for an amount not to exceed \$133,080.

The vote in favor was cast by Members Banks, Bennett-Parker, Bulova, Caddigan, Cook, Kelly, Lawson, McLaughlin, Nohe, Sebesky, Shelton and Skinner.

Information Items – 10

VRE's Metro Shutdown Plan Update – 10A

VRE's Director of Rail Operations, Chris Henry, outlined the steps VRE is taking to prepare for the shutdown of Metro's Blue and Yellow Lines south of Reagan National Airport this summer. Those steps include:

- Promoting VRE service as alternative transportation
- Work with OmniRide on feeder routes to Rippon and Woodbridge

- Work with DRPT on changes related to Amtrak Step-Up trans
- Stage VRE Staff at Franconia-Springfield and Alexandria Stations to assist displaced Metro riders.

Spending Authority Report – 10B

In December, the following purchases greater than \$50,000 but less than \$100,000 were made:

- A Blanket Purchase Order for an amount not to exceed \$100,000 to Siemens Mobility, Inc. for services to repair automatic train control system enclosures on an as-needed basis.
- A Task Order in the amount of \$97,032 to STV, Inc. for Life Cycle Maintenance Team Support including research to identify alternate sources of supply for materials and services, review of service reports and documentation of maintenance requirements.

Closed Session – 11

Mr. Cook moved, with a second by Ms. Bulova, pursuant to the Virginia Freedom of Information Act (Section 2.2-3711.A (3) of the Code of Virginia,) to convene a closed meeting for the purpose of discussing one matter involving the acquisition of real property for rail equipment storage and maintenance purposes where discussion in public could adversely affect the VRE's negotiating position.

The vote in favor was cast by Members Banks, Bennett-Parker, Bulova, Caddigan, Cook, Kelly, Lawson, McLaughlin, Nohe, Sebesky, Shelton and Skinner.

The VRE Operations Board went into Closed Session at

Mr. Cook moved, with a second by Ms. Sebesky, to certify that to the best of each member's knowledge and with no individual member dissenting, at the just concluded Closed Session, only public business matters lawfully exempted from open meeting requirements under the Freedom of Information Act were discussed; and, only such public business matters as were identified in the motion by which the Closed Session was convened were heard, discussed or considered.

The vote in favor was cast by Members Banks, Bennett-Parker, Bulova, Caddigan, Cook, Kelly, Lawson, McLaughlin, Nohe, Sebesky, Shelton and Skinner.

Mr. Cook moved, with a second by Ms. Lawson, to recommend the Commissions approve the purchase of approximately 19.514 acres adjacent to the current Crossroads Maintenance and Storage Facility for an amount not to exceed \$2,350,000 and authorize the CEO to execute an Agreement of Sale with Crossroads Associates, LLC on behalf of the Commissions, in a form approved by legal counsel.

The vote in favor was cast by Members Banks, Bennett-Parker, Bulova, Caddigan, Cook, Kelly, Lawson, McLaughlin, Nohe, Sebesky, Shelton and Skinner.

Vice Chair Skinner asked if there was any other business. There was none.

Vice Chair Skinner adjourned the meeting, without objection, at 10:04 A.M.

Approved this 12th day of April 2019

Katie Cristol
Chair

John Cook
Secretary

CERTIFICATION

This certification hereby acknowledges the minutes for the March 15, 2019 Virginia Railway Express Operations Board Meeting have been recorded to the best of my ability.



Leslie M. Lamb

DRAFT

**Virginia Railway Express
Operations Board**

**Resolution
8A-03-2019**

**Authorization to Issue a Request for Proposals for
State Government Relations Services**

WHEREAS, VRE contracts separately for Government Relations Services at the State and Federal level to provide government relations and legislative services required to assist VRE in its efforts to achieve specific policy objectives; and,

WHEREAS, the current contract for State Legislative Services expires December 2019; and,

WHEREAS, a procurement for State Government Relations Services will be conducted as a joint solicitation with the Northern Virginia Transportation Commission allowing VRE and NVTC to execute separate contracts with different proposers; and,

WHEREAS, the Potomac and Rappahannock Transportation Commission has also been invited to be part of this procurement and is assessing if their participation would be advantageous to them;

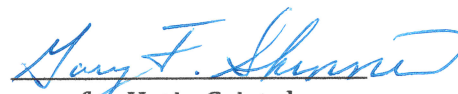
NOW, THEREFORE, BE IT RESOLVED THAT, the VRE Operations Board does hereby acknowledge the determination made by the VRE Contract Administrator in accordance with the VRE Public Procurement Policies and Procedures that competitive bidding is not practicable, nor fiscally advantageous to VRE, and that competitive negotiation is the appropriate method to procure these services; and,

BE IT FURTHER RESOLVED THAT, the VRE Operations Board does hereby authorize the Chief Executive Officer to issue a Request for Proposals for State Government Relations Services.

Approved this 15th day of March 2019



John Cook
Secretary



for Katie Cristol
Chair

**Virginia Railway Express
Operations Board**

**Resolution
8B-03-2019**

**Authorization to Issue a Request for Proposals for Engineering and
Environmental Services for VRE Crystal City Station Improvements**

WHEREAS, the VRE Crystal City Station is one of the busiest in the system and has one of the shortest platforms; and,

WHEREAS, a longer island platform with grade-separated access would remove an operational bottleneck, expand train capacity, and improve convenience, safety, and reliability for VRE riders; and,

WHEREAS, a concept design was developed for an expanded station at a new location south of the existing station; and,

WHEREAS, the VRE Operations Board approved this location as the preferred station location to conduct more detailed design and evaluation;

NOW, THEREFORE, BE IT RESOLVED THAT, the VRE Operations Board does hereby acknowledge that competitive negotiation is required in accordance with the Virginia Public Procurement Act; and,

BE IT FURTHER RESOLVED THAT, the VRE Operations Board does hereby authorize the Chief Executive Officer to issue a Request for Proposals for Engineering and Environmental Services for VRE Crystal City Station Improvements.

Approved this 15th day of March 2019


John Cook
Secretary


For Katie Cristol
Chair

**Virginia Railway Express
Operations Board**

**Resolution
9A-03-2019**

Adopt 2019 VRE Operations Board Meeting Schedule Change

WHEREAS, per the Bylaws of the VRE Operations Board, meetings are regularly held the third Friday of each month except July; and,

WHEREAS, the third Friday in April 2019 coincides with the observation of religious holidays; and,

WHEREAS, the third week of April 2019 coincides with Spring Break in all but one member jurisdictions; and,

WHEREAS, staff surveyed the Operations Board Members to determine potential attendance for dates in April; and,

WHEREAS, results of the survey reflect the best attendance of Members and Officers on April 12, 2019;

NOW, THEREFORE, BE IT RESOLVED THAT, the VRE Operations Board does hereby change the April VRE Operations Board meeting from April 19, 2019 to April 12, 2019 at 9:00 am.

Approved this 15th day of March 2019


John Cook
Secretary


for Katie Cristol
Chair

**Virginia Railway Express
Operations Board**

**Resolution
9B-03-2019**

**Authorization to Execute a Contract for
Quantico Station Temporary Platform Construction**

WHEREAS, CSXT and the Virginia Department of Rail and Public Transportation (DRPT) are presently constructing a new mainline track through Quantico Station as part of the Arkendale-Powells Creek Third Track Project; and,

WHEREAS, DRPT and VRE are also collaborating on the Quantico Station Improvement Project in conjunction with the Arkendale-Powells Creek Third Track Project; and,

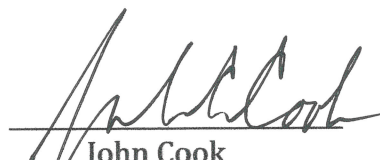
WHEREAS, the temporary Track 3 platform at Quantico Station has been designed and needs to be constructed and installed to comply with FRA requirements for lighting and ADA access until the new platform, as part of the Quantico Station Improvements Project, is completed; and,

WHEREAS, on January 24, 2019, an Invitation for Bids was issued, and bids were received on February 22, 2019; and,

WHEREAS, it was determined MCA Construction, Inc. was the lowest responsive-responsible bidder and staff has certified the price is fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED THAT, the VRE Operations Board does hereby authorize the Chief Executive Officer to execute a contract with MCA Construction, Inc. of Alexandria, Virginia for Quantico Temporary Platform Construction in the amount of \$110,900, plus a 20% contingency of \$22,180, for a total amount not to exceed \$133,080.

Approved this 15th day of March 2019


John Cook
Secretary


for Katie Cristol
Chair

**Virginia Railway Express
Operations Board**

**Resolution
9C-03-2019**

**Recommend Authorization to Execute an Agreement of Sale with
Crossroads Associates, LLC**

WHEREAS, VRE has a need to expand the Crossroads Maintenance and Storage Facility to accommodate the addition of the Life Cycle Overhaul and Upgrade (LOU) facility, lengthening existing tracks to accommodate longer trains and expanding employee parking and welfare facilities; and,

WHEREAS, VRE staff has identified property adjacent to the existing Crossroads Maintenance and Storage Facility suitable to accommodate the expanded and additional facilities; and,

WHEREAS, VRE staff has completed necessary due diligence on the property and been engaged in ongoing discussions with the adjacent property landowner, Crossroads Associates, LLC to purchase approximately 19.5 acres adjacent to the Crossroads Maintenance and Storage facility; and,

WHEREAS, based on information presented by staff, the Operations Board concludes that there is a need to acquire the property and complete the expanded and additional facilities at the earliest practicable time; and,

WHEREAS, necessary funding has been incorporated into the Capital Reserve budget to allow VRE to purchase this property without detriment to planned and foreseeable capital projects.

NOW, THEREFORE, BE IT RESOLVED THAT, the VRE Operations Board recommends that the Commissions approve the purchase of approximately 19.514 acres adjacent to the current Crossroads Maintenance and Storage Facility for an amount not to exceed \$2,350,000, and authorize the Chief Executive Officer to execute an Agreement of Sale with Crossroads Associates, LLC on behalf of the Commissions, in a form approved by legal counsel.

Approved this 15th day of March 2019



John Cooke
Secretary



Katie Cristol
Chair



VIRGINIA RAILWAY EXPRESS
OPERATIONS BOARD

Agenda Item 10-B
Information Item

To: Chair Cristol and the VRE Operations Board

From: Doug Allen

Date: March 15, 2019

Re: Spending Authority Report

On May 15, 2015, the VRE Operations Board approved increasing the Chief Executive Officer's spending authority from \$50,000 to \$100,000. It was resolved any purchase of greater than \$50,000 would be communicated to the Board as an information item.

- On February 6, 2019, VRE issue a Blanket Purchase Order for an amount not to exceed \$100,000 to Siemens Mobility, Inc. for services to repair automatic train control system enclosures on an as needed basis.
- On February 28, 2019, VRE issued a Task Order in the amount of \$97,032 to STV, Inc., for Life Cycle Maintenance Team Support including research to identify alternate sources of supply for materials and services, review of service reports and documentation of maintenance requirements.



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Potomac and Rappahannock
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14700 Potomac Mills Road
Woodbridge, VA 22192
703.580.6121

MOTION:

SECOND:

RE: AUTHORIZE THE VIRGINIA RAILWAY EXPRESS CHIEF OPERATING OFFICER TO EXECUTE AN AGREEMENT OF SALE WITH CROSSROADS ASSOCIATES, LLC

ACTION:

WHEREAS, the Virginia Railway Express (VRE) has a need to expand the Crossroads Maintenance and Storage Facility to accommodate the addition of the Life Cycle Overhaul and Upgrade (LOU) facility, lengthening existing tracks to accommodate longer trains, and expanding employee parking and welfare facilities; and

WHEREAS, VRE staff has identified property adjacent to the existing Crossroads Maintenance and Storage Facility suitable to accommodate the expanded and additional facilities; and

WHEREAS, VRE staff has completed necessary due diligence on the property and been engaged in ongoing discussions with the adjacent property landowner, Crossroads Associates, LLC, to purchase approximately 19.5 acres adjacent to the Crossroads Maintenance and Storage Facility; and

WHEREAS, based on information presented by staff, the VRE Operations Board concludes that there is a need to acquire the property and complete the expanded and additional facilities at the earliest practicable time; and

WHEREAS, necessary funding has been incorporated into the Capital Reserve budget to allow VRE to purchase this property without detriment to planned and foreseeable capital projects; and

WHEREAS, the VRE Operations Board recommends that the Commission approve the following action.

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission does hereby approve the purchase of approximately 19.514 acres adjacent to the current Crossroads Maintenance and Storage Facility for an amount not to exceed \$2,350,000 and authorizes the VRE Chief Executive Officer to execute an Agreement of Sale with Crossroads Associates, LLC on behalf of the Commissions, in a form approved by legal counsel, subject to such revisions, approved by the VRE Chief Executive Officer with the concurrence of legal counsel, as are necessary to remove ambiguity or inconsistency or which improve the Commissions' legal or financial position.

ITEM 06D
April 7, 2019
PRTC Regular Meeting
Page Two

Votes:

Ayes:

Nays:

Abstain:

Absent from Vote:

Alternate Present Not Voting:

Absent from Meeting:

**Virginia Railway Express
Operations Board**

**Resolution
9C-03-2019**

**Recommend Authorization to Execute an Agreement of Sale with
Crossroads Associates, LLC**

WHEREAS, VRE has a need to expand the Crossroads Maintenance and Storage Facility to accommodate the addition of the Life Cycle Overhaul and Upgrade (LOU) facility, lengthening existing tracks to accommodate longer trains and expanding employee parking and welfare facilities; and,

WHEREAS, VRE staff has identified property adjacent to the existing Crossroads Maintenance and Storage Facility suitable to accommodate the expanded and additional facilities; and,

WHEREAS, VRE staff has completed necessary due diligence on the property and been engaged in ongoing discussions with the adjacent property landowner, Crossroads Associates, LLC to purchase approximately 19.5 acres adjacent to the Crossroads Maintenance and Storage facility; and,

WHEREAS, based on information presented by staff, the Operations Board concludes that there is a need to acquire the property and complete the expanded and additional facilities at the earliest practicable time; and,

WHEREAS, necessary funding has been incorporated into the Capital Reserve budget to allow VRE to purchase this property without detriment to planned and foreseeable capital projects.

NOW, THEREFORE, BE IT RESOLVED THAT, the VRE Operations Board recommends that the Commissions approve the purchase of approximately 19.514 acres adjacent to the current Crossroads Maintenance and Storage Facility for an amount not to exceed \$2,350,000, and authorize the Chief Executive Officer to execute an Agreement of Sale with Crossroads Associates, LLC on behalf of the Commissions, in a form approved by legal counsel.

Approved this 15th day of March 2019



John Cooke
Secretary



Katie Cristol
Chair

AGREEMENT OF SALE

This **AGREEMENT OF SALE** (the "Agreement") is made on April _____, 2019 among **CROSSROADS ASSOCIATES, LLC**, a Virginia limited liability company ("**Seller**"), and the **NORTHERN VIRGINIA TRANSPORTATION COMMISSION** and the **POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION**, both of which are transportation district commissions established pursuant to the Transportation District Act of 1964, §33.2-1900, et seq., as amended, which Commissions together are the owners and operators of the **VIRGINIA RAILWAY EXPRESS**, a commuter rail service, ("**Purchaser**"). The Seller and Purchaser are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS:

A. The Seller is the fee simple owner of that certain parcel of real property with improvements located in Spotsylvania County, Virginia, and designated as Tax Parcel 37-A-41A; such property is also known as 9442 Crossroads Parkway, Fredericksburg, Spotsylvania County, Virginia ("**Parcel 37-A-41A**").

B. The Seller has offered to subdivide Parcel 37-A-41A, and to sell a portion of the subdivided Parcel 37-A-41A, containing 19.514 acres, more or less, to the Purchaser, and Purchaser agrees to purchase such portion of Parcel 37-A-41A from the Seller, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of \$10.00 cash in hand paid, the Purchase Price as provided below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual benefits to be received by the Parties, Seller agrees to sell, and Purchaser agrees to purchase, pursuant to the terms and conditions of this Agreement, in fee simple absolute, with all right, title and interest, to all that land, together with the improvements thereon, all situate, lying and being in Spotsylvania County, Virginia, and being more particularly described below:

1. THE PROPERTY: All those certain parcels, lots or tracts of land, together with improvements thereon, and development rights and other appurtenances thereto, situate, lying and being in Spotsylvania County, Virginia, known as 9442 Crossroads Parkway (Part of Tax Parcel 37-A-41A), and more particularly described in **Exhibit A** and incorporated by this reference (the "**Property**"). The legal description of the Property set forth in **Exhibit A** may be modified by written agreement of the Parties, if such modification is acceptable to the Purchaser in its sole discretion, and such modification is necessary to accommodate revisions required by Spotsylvania County, Virginia to obtain approval of the subdivision of Parcel 37-A-41A required by this Agreement (a "**Legal Description Modification**").

2. PRICE: The total purchase price for the Property is **Two Million Three Hundred Fifty Thousand and 00/100 Dollars (\$2,350,000.00)**, subject to adjustments as provided for in this Agreement, to be paid by Purchaser to Seller as set forth hereinafter (the "**Purchase Price**").

a. Not later than three (3) business days after the Effective Date, Purchaser shall deposit in escrow with Settlement Agent (as hereinafter defined) the sum of **One Thousand and 00/100 Dollars (\$1,000.00)** by federal wire transfer of immediately available funds (such amount, together with the monies to be deposited at the end of the Feasibility Period, and all interest earned on all such amounts, shall be defined herein as the “**Deposit**”). The Deposit shall be held by the Settlement Agent, acting as escrow agent, in an interest-bearing escrow account at a federally insured commercial bank, and all interest earned on the Deposit shall be accumulated, shall be part of the Deposit, and shall be paid to the Party entitled to receive the Deposit under this Agreement. In the event that Purchaser has not elected to terminate this Agreement on or before the expiration of the Feasibility Period (as hereinafter defined), Purchaser shall increase the Deposit by One Thousand and 00/100 Dollars (\$1,000.00) to a total sum of **Two Thousand and 00/100 Dollars (\$2,000.00)**. The Deposit shall be maintained and disbursed strictly in accordance with the terms of this Agreement.

b. Settlement Agent shall not be liable to either of Purchaser or Seller in connection with the performance of any duty imposed upon Settlement Agent hereunder for any action taken by Settlement Agent in good faith in conformity with the provisions of this Agreement in holding or dealing with the Deposit, except for Settlement Agent’s negligence or willful misconduct. Settlement Agent may act upon any instrument or other writing believed by Settlement Agent in good faith to be genuine and to be executed and presented by the proper person. Settlement Agent shall have no duties or responsibilities other than as expressly set forth herein. Settlement Agent shall not be bound by a modification of this Section 2 unless such modification is in writing and signed by Purchaser and Seller and, if Settlement Agent’s duties hereunder are affected, by Settlement Agent.

c. In the event that Settlement Agent (i) shall be uncertain as to Settlement Agent’s rights or duties hereunder, (ii) shall receive instructions from Purchaser or Seller that, in Settlement Agent’s reasonable opinion, are in conflict with any of the provisions hereof, or (iii) shall receive conflicting demands with respect to disposition of the Deposit, Settlement Agent may take affirmative steps in order to terminate Settlement Agent’s duties hereunder by depositing the Deposit with the clerk of the court for the jurisdiction in which the Property is located in an action for interpleader, naming the conflicting claimants as parties in such action. Settlement Agent’s reasonable costs and expenses in connection with filing such an interpleader action shall be divided equally between Purchaser and Seller.

d. The Deposit and all interest thereon shall, unless released earlier pursuant to the provisions of this Agreement, be refunded to Purchaser upon the completion of the Settlement, or, at Purchaser’s option, to be exercised by written instructions to the Settlement Agent, the Deposit shall be credited against and applied to the Purchase Price due and payable by Purchaser and Seller.

3. SETTLEMENT:

a. The settlement of the sale of the Property in accordance with this Agreement (the “**Settlement**” or “**Settlement Date**”) shall take place on a date mutually agreed to by the parties, provided that the Settlement Date shall be no later than forty-five (45) days after the satisfaction of the conditions of paragraph 14 (Conditions Precedent to Purchaser’s Obligation), and the completion provisions of paragraph 11 (Hazardous Materials), unless extended to meet the conditions and requirements of paragraph 6 (Title), paragraph 12 (Survey), or as provided in paragraph 3b.

b. The Virginia Railway Express Chief Executive Officer is authorized to extend the Settlement Date on behalf of the Purchaser pursuant to any provision of this Agreement, or the Settlement Date may be extended upon written agreement of the Seller and Purchaser.

c. Settlement shall take place at the Law Office of Gordon B. Gay, 25 Butler Road, Fredericksburg, Virginia 22403, or such other place as the Purchaser may designate (the “**Settlement Agent**”).

d. Settlement Deliveries. On or before Settlement, Purchaser shall deliver good and sufficient funds to the Settlement Agent for the Purchase Price and settlement costs. The settlement proceeds due to Seller, after settlement costs pro-rations and adjustments made pursuant to this Agreement, will be disbursed to Seller by the Settlement Agent’s trust check or wired funds upon the satisfactory completion of the bring down of title and recording of the deed of conveyance. No less than thirty (30) days prior to Settlement, Seller shall provide the Settlement Agent with written authorization and documentation sufficient to permit the Settlement Agent to obtain accurate payoff amounts from the holder of any promissory note secured by the Property and/or other lien or encumbrances affecting the Property. At Settlement, Purchaser and Seller shall each deliver the documents and other deliverables set forth on **Exhibit B** attached hereto and incorporated herein by this reference. Purchaser shall be entitled to full possession of the Property, free from all tenancies and occupancies.

4. SELLER’S REPRESENTATIONS AND WARRANTIES: In order to induce the Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby and notwithstanding any other terms or condition of this Agreement to the contrary, Seller covenants and represents and warrants to Purchaser that the following statements are true and accurate as of the Effective Date of this Agreement, and that such statements shall be true and accurate on the Settlement Date (“Seller’s Representations”).

a. Non-Foreign Status. Seller represents and warrants to Purchaser that Seller is not a "foreign person" as defined by §1445 of the Internal Revenue Code, and is a resident of Virginia. At the time of Settlement, Seller shall execute before a notary public, as may be required, all necessary forms and affidavits stating the foregoing under penalty of perjury. Seller shall provide its true and correct address and United States Taxpayer Identification Number for a proper 1099 Internal Revenue Service Form and such other forms, where such information is required, together with an “Owner’s Affidavit” prepared and provided by the Purchaser’s title insurance company, a form of which set forth on **Exhibit C** attached hereto and incorporated herein by reference. Seller and Purchaser shall also execute such other settlement documents as are reasonably required by the Settlement Agent.

b. Authority. Seller warrants and represents that it has the full legal right and authority to execute this Agreement and to execute any and all other documents necessary or desirable to effectuate Seller’s obligations pursuant to this Agreement of Sale. If additional signatures, authority or documentation is required by the title insurance company or the Settlement Agent, Seller shall promptly and at its own cost supply the same. If the Seller is a legal entity such as a corporation, partnership, limited liability company or are a fiduciary, such as a trustee, executor or administrator, then the Seller warrants and represents that it has the authority to execute this Agreement on behalf of Seller, and to bind Seller to the terms of this Agreement. Seller shall not, either by commission or omission, cause or permit the Property to be encumbered in any way after Seller’s execution of this Agreement.

c. Right to Sell/Convey. Seller has the right to sell and convey the Property to Purchaser and Seller will have the right to sell and convey the Property to Purchaser on the Settlement Date.

d. Bankruptcy. A petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy laws is: (i) threatened in writing by third parties against Seller; (ii) to Seller's knowledge, contemplated by Seller; or (iii) currently pending in any court against Seller.

e. Violations/Defaults. Seller has not received any written notice that Seller is in violation or default under any agreement with any third party, or under any judgment, order, decree, rule or regulation of any court or arbitrator to which Seller may be subject, which violation or default will, in any one case or in the aggregate, adversely affect the ownership or operation of the Property and Seller's ability to consummate the sale and conveyance contemplated by this Agreement.

f. Notices of Violation of Laws/Regulations. To Seller's knowledge, the Property is in compliance with all Federal, State, and local laws, ordinances, orders, rules and regulations, and any administrative interpretations thereof, applicable to the Property.

g. Conflicts/Breach of Other Agreements. Neither the execution nor the delivery of this Agreement, nor the consummation of the purchase and sale contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflict with, or will result in, the breach of any of the terms, conditions, or provisions of any agreement or instrument to which Seller is a party or by which Seller is bound which would prevent Seller from consummating the transaction in strict accordance with this Agreement.

h. No Right to Purchase in Other Parties. No person or entity, except Purchaser under this Agreement, has, or shall have on or before the Settlement Date, any right to purchase the Property or any portion thereof.

i. Bills and Payments. All bills and other payments received and due with respect to the ownership, operation, leasing, and maintenance of the Property have been or will be paid at Settlement, other than those bills and other payments specifically permitted to be prorated pursuant this Agreement.

j. Compliance with Executive Order 13224. Neither Seller, nor any shareholder, partner or member of Seller, is listed in Executive Order 13224-Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism, as amended ("**Executive Order 13224**"), and Seller has no knowledge that any other persons or entities holding any legal or beneficial interest whatsoever in Seller are included in, owned by, controlled by, knowingly acting for or on behalf of, knowingly providing assistance, support, sponsorship, or services of any kind to, or otherwise knowingly associated with any of the persons or entities referred to or described in Executive Order 13324, or other banned or blocked person, entity, nation or transaction pursuant to any Legal Requirement that is enforced or administered by the Office of Foreign Assets Control. Neither Seller, nor any holder of any direct or indirect equitable, legal or beneficial interest in the Seller, is the subject of any Federal, State, and local laws, ordinances, orders, rules and regulations, and any administrative interpretations thereof, blocking, or prohibiting, transactions with persons who commit, threaten to commit or support terrorism, including the USA Patriot Act. Without limiting the foregoing, Seller is not engaged in any dealings or transactions, or is otherwise associated with any such persons or entities in any dealings

or transactions, or is otherwise associated with any such persons or entities or any “forbidden entity,” including the governments of Cuba, Iran, North Korea, Myanmar, Syria and Sudan.

k. Ownership of Property. Seller has not received notice that Seller is in default in complying with the terms and provisions of any of the covenants, conditions, restrictions, rights-of-way or easements affecting the Property which are to be performed or complied with by the owner of the Property.

l. Condemnation. Seller has not received from any Federal, State, or local governmental authority any notice of, and Seller has no knowledge of, pending, threatened, or contemplated condemnation proceedings affecting the Property, or any part thereof.

m. Mechanics’ Liens. All bills and claims for labor performed and materials furnished to, or for the benefit of, the Property as of the Effective Date, and for all periods prior to the Settlement Date, have been (or prior to the Settlement Date will be) paid in full, and on the Settlement Date there will be no mechanics’ liens or materialmen’s liens (whether or not perfected) on or affecting the Property.

n. Litigation. Seller has not received notice of any legal investigations, actions, suits, proceedings or claims pending or threatened against or affecting Seller, or the Property, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board agency or instrumentality, domestic or foreign. Seller is not operating under, or subject to, and is not in default with respect to, any order, writ, injunction or decree of any court or federal, state, municipal or other governmental agency or department, commission, board, agency or instrumentality, domestic or foreign.

o. Property Access. Seller has no knowledge of any federal, state, county, municipal or other governmental plans to change the highway or road system in the vicinity of the Property or to restrict or change access from any such highway or road to the Property.

p. Disclosure of Environmental Matters. Except as disclosed in reports which have been delivered by Seller to Purchaser (if any), and except as disclosed in reports which have been delivered by Purchaser to Seller (collectively, “Environmental Reports”), to Seller’s Knowledge, the Property (including land, surface and subsurface soil, surface water, ground water, and improvements) does not contain any Hazardous Material in amounts which would constitute a violation of any Environmental Laws.

q. Utilities. All water, sewer, gas, electricity, telephone and other utilities required for the use, occupancy, operation and maintenance of any improvements to be located on the Property are available to be connected thereto, are adequate to service the normal operation of the Property, and are supplied directly to the Property by facilities of public utilities. To Seller’s knowledge, all public utilities required for Purchaser’s intended use of the Property enter the Property through lands as to which valid public or private easements exist that will inure to the benefit of Purchaser.

r. Underground Storage Tanks. To Seller’s knowledge, there are no underground storage tanks located on the Property.

5. PURCHASER INSPECTIONS; FEASIBILITY PERIOD:

a. Purchaser Inspection Rights. On or after the Effective Date of this Agreement, Purchaser shall have the right, upon reasonable notice to Seller, at Purchaser’s own risk, cost and expense, and at any date or dates prior to Settlement, to enter, or cause its agents, representatives or contractors to enter, upon the Property for the purpose of undertaking surveys, tests, test borings,

inspections, investigations and/or studies of the Property. In addition, Purchaser may conduct such architectural, environmental, economic and other studies of the Property as Purchaser may reasonably deem desirable. Purchaser, or its agents, employees or contractors may enter upon the Property during normal working hours, provided that Purchaser provides reasonable notice to Seller. Purchaser shall conduct such entry and any inspections in connection therewith so as to minimize, to the greatest extent reasonably possible, interference with the business of any tenant. In the event that Purchaser proposes to perform any destructive or invasive testing, Seller's prior written consent shall be required, which consent shall not be unreasonably withheld, conditioned or delayed. If Purchaser or its agents, employees or contractors, take any sample from the Property in connection with any such approved testing, at Seller's request, Purchaser shall provide to Seller a portion of such sample being tested to allow Seller, if it so chooses, to perform its own testing. Purchaser shall maintain or cause to be maintained (by insurance policy or through self-insurance), and shall ensure that its contractors maintain, public liability insurance in amounts and in form and substance reasonably intended to insure against the insurable liabilities of Purchaser and its agents, employees or contractors, arising out of any entry on or inspections of the Property pursuant to the provisions hereof.

b. Seller Surveys, Reports and Studies. Seller shall furnish to Purchaser, within seven (7) days after the Effective Date, all such environmental, engineering, geotechnical and other surveys, studies or reports as Seller has in Seller's possession or control relating to the Property. Additionally, during the Feasibility Period (as hereinafter defined) Seller shall reasonably cooperate with Purchaser to assist Purchaser in determining whether any utility easements may be required over adjoining parcels to service the Property.

c. Feasibility Period. Notwithstanding the Purchaser's right to inspect set forth in Section 4a above, if, during the period between the Effective Date of this Agreement and the date which is ninety (90) days thereafter (the "**Feasibility Period**"), Purchaser elects not to consummate the purchase contemplated by this Agreement, then Purchaser shall have the absolute right, in its sole discretion, upon written notice to Seller, to terminate this Agreement, in which event neither Purchaser, nor Seller, except as otherwise expressly provided herein, shall have any other or further obligation or liability hereunder. If Purchaser elects to terminate this Agreement in accordance with this Section 5c, the Deposit shall be immediately returned to Purchaser, and Purchaser shall promptly furnish to Seller, without cost or expense to Seller, copies of all non-proprietary, non-privileged and non-confidential tests, surveys, reports, and studies performed by and for Purchaser relating to the Property, as well as all materials provided by Seller to Purchaser.

6. TITLE: Seller agrees to execute and deliver to Purchaser at Settlement a Special Warranty Deed in the form attached hereto as **Exhibit D** and incorporated by reference, for conveyance of the Property to Purchaser.

a. Purchaser has obtained, from a title insurance company selected by Purchaser, Title Commitment No. 17-1344 issued by Fidelity National Title Insurance Company ("**Title Insurer**") with an effective date of November 29, 2017, at 8:00 a.m. ("**Effective Date of Title Commitment**"), committing Title Insurer to issue an ALTA title policy insuring the Property in accordance with the terms and conditions of such commitment ("**Title Commitment**"). A true and accurate copy of the Title Commitment is attached as **Exhibit E** to this Agreement and incorporated herein by this reference. In the event of a Legal Description Modification, the Title Commitment may need to be modified to accurately address the status of the Property's title. In

such event, the Title Commitment as modified to address the Legal Description Modification shall be deemed to be the Title Commitment for all purposes under this Agreement.

b. At Settlement, title to the Property shall be marketable, good of record and in fact, and subject only to the Permitted Exceptions (as hereafter defined) and shall be free and clear of all mortgages, liens, encumbrances, easements, conditions and other matters affecting title, recorded or unrecorded, other than the Permitted Exceptions, and title shall be consistent with the Title Commitment and this Agreement. Purchaser shall accept title to the Property provided that:

i. Seller executes and delivers such agreements, affidavits, and documents, in addition to those otherwise required by this Agreement, as may be reasonably necessary to satisfy the requirements applicable to Seller in Schedule B, Section 1 of the Title Commitment and permit the removal by the Title Company of Exceptions from Schedule B, Section 2 of the Title Commitment from the final title insurance policy; and

ii. Title is subject only to the Permitted Exceptions (i.e., matters concerning the Property, which Seller is not required to resolve, remove or remedy). The phrase “**Permitted Exceptions**” shall mean (1) the lien of real estate taxes not yet due and payable; (2) all matters that are of record and shown on the Title Commitment as of the Effective Date of Title Commitment (excluding: the requirements set forth in Schedule B, Section 1 of the Title Commitment; the Agreement and Easement recorded among the land records of Spotsylvania County, Virginia in Deed Book 970, Page 113; and mortgages, deeds of trust or other monetary liens encumbering the Property); (3) all matters that would be shown by an accurate survey of the Property as of the ALTA Survey Date (as defined in Section 11 below) or an inspection of the Property, including, but not limited to, easements encroachments, overlaps, and boundary disputes, if any, except as otherwise provided by the terms of Section 11 of this Agreement; (4) all building, zoning and other state, county or federal laws, codes and regulations (whether existing or proposed) affecting the Property; (5) any matters agreed to in writing, by Seller and Purchaser, after the Effective Date; and (6) any title exception created by Purchaser.

c. Seller shall, at its sole expense, remove any title exceptions as the same first appear after the Effective Date of Title Commitment, as revised (the “**Title Exceptions**”), unless such Title Exceptions are approved by Purchaser in writing at Purchaser’s reasonable discretion. Seller acknowledges that it shall be reasonable for Purchaser to withhold its consent to any proposed Title Exception if Purchaser determines in its sole discretion that such proposed Title Exception could impair Purchaser’s ability to re-develop and/or utilize the Property for Purchaser’s intended use, diminish the value of the Property or impair the ability to finance the Property, among other considerations. Purchaser shall not be obligated to settle under this Agreement if title to the property is encumbered by anything other than Permitted Exceptions or agreed to by Purchaser. If Seller, after making reasonable efforts is unable to remove any such exceptions by the Settlement Deadline Date, Purchaser shall have the right to terminate this Agreement upon written notice of termination to Seller and receive the return of the Deposit, and neither Purchaser nor Seller shall have any other or further rights, responsibilities, liabilities or obligations owed to the other under this Agreement except as otherwise specifically provided herein. Without limiting or abrogating the foregoing obligations of Seller, the Purchaser and Seller agree that this Section 5c may be satisfied in, for example, the following ways:

i. Mechanic’s Liens. Seller shall, in accordance with Virginia law, pay or cause to be paid and satisfied any mechanic’s lien filed and recorded against the interest of Seller prior to recordation of the Deed, so that the mechanic’s lien shall be released of record and not be

a lien against the Seller's Interest in the Property, so as to permit the Title Company to issue to the Purchaser a final title insurance policy without any Title Exceptions as to mechanic's liens.

ii. Monetary Judgements. Seller shall pay or cause to be paid and satisfied all monetary judgement and all other financial liens affecting the Property in full, and Seller shall have the same released as a lien on the Property at, or prior to, recordation of the Deed. Alternatively, and, in its sole discretion, Seller may authorize the Settlement Agent, prior to Settlement, to deduct such funds from Seller's proceeds of sale at Settlement, so that such judgment or lien shall be paid off, satisfied and removed by the Settlement Agent, and so as to permit the Title Company to issue to the Purchaser a final title insurance policy without any Title Exceptions for any monetary judgments or other financial liens.

c. Termination or Extinguishment of Easement and Encroachment Rights of Parcel 37-A-41A. All existing easement or encroachment rights (whether recorded or unrecorded), if any, in the Property that run to the benefit of Parcel 37-A-41A or others, other than Permitted Exceptions, shall be terminated or extinguished by Seller prior to Settlement in a manner satisfactory to Purchaser and the Title Company.

7. CHARGES: Examination of title, notary fees, State and local recording taxes (except the Virginia grantor's tax) if any such taxes are applicable to this transaction, and Purchaser's attorney's fees are to be the cost of Purchaser. Seller shall pay for its own attorney's fees and costs, the preparation of the deed, the Virginia grantor's tax, the regional congestion relief fee, a reasonable settlement fee, the release of any liens or encumbrances against the Property, and the costs and attorney's fees to cure or remove any Title Exceptions or objectionable Marketability matters. Real estate taxes, water, sewer, utility and all other charges are to be pro-rated to the Settlement Date.

8. CONTRACTS: Seller shall terminate all maintenance, service, equipment, vending or concession agreements, property management agreements, leases, or any other agreements ("Contracts") concerning the operation, use, maintenance or lease of the Property (if any) prior to Settlement. Purchaser shall have no liability or obligation with respect to such Contracts, and Seller hereby agrees to defend and indemnify and hold harmless the Purchaser, its elected and appointed officials, officers and employees, from and against all claims, demands, suits and liability, by or to any person or entity whatsoever, arising out of or relating to the Contracts. This indemnification shall survive the Settlement, delivery and recordation of the Deed and the termination of this Agreement.

9. CASUALTY; EMINENT DOMAIN:

a. Casualty. Seller shall maintain fire and casualty insurance on the Property in an amount not less than replacement value of the improvements to the Property until delivery of possession to Purchaser. If any portion of the Property is damaged by fire or casualty after the Effective Date of this Agreement, Purchaser shall remain obligated to purchase the Property in accordance with the terms of this Agreement and, at Settlement, Seller shall assign the Purchaser all of Seller's rights to insurance proceeds from Seller's insurance carrier as a result of such casualty, and Seller shall credit to Purchaser the amount of Seller's deductible under such insurance policy.

b. Eminent Domain. If any portion of the Property is taken, or a lawsuit is filed seeking to take any portion of the Property, or if any portion of the Property is threatened to be taken, by the power of eminent domain (or conveyed by deed in lieu of condemnation) after the Effective Date of this Agreement, then Seller, within five (5) days of receipt by Seller of the following documents, shall provide Purchaser with true copies of all written threats of condemnation, certificates of take and/or petitions or lawsuits of condemnation. If such documents provided by Seller to Purchaser include a certificate of take and/or petition or lawsuit of condemnation, as distinct from a mere threat of condemnation, then such notice shall constitute a **"Taking Notice,"** and Purchaser shall have fifteen (15) business days from its receipt of such Taking Notice to elect, at its sole option, to (i) terminate this Agreement by sending written notice to Seller, such termination to be immediately effective upon delivery of such notice (**"Option 1"**); or (ii) postpone Settlement (**"Option 2"**) until such time as the eminent domain proceedings are finally ended with all appeal periods having expired or settled (the **"Proceedings Completion"**). If Purchaser fails to elect Option 1 or Option 2 within such fifteen (15) business day period, then Purchaser shall be deemed to have elected Option 2. Notwithstanding the foregoing, if the size, area, location, type, nature and/or scope of the taking (the **"Taking Scope"**) as of the Proceedings Completion is materially different than the proposed or apparent Taking Scope at the time Purchaser receives the Taking Notice, and if Purchaser reasonably determines that such difference in the Taking Scope will have the effect of impairing Purchaser's ability to re-develop and/or utilize the Property for Purchaser's intended use, then Purchaser may elect, at Purchaser's sole option, to terminate this Agreement or proceed with Settlement. Upon the occurrence of the Proceedings Completion, Seller shall provide written notice to Purchaser, including documentation of the Proceedings Completion. Purchaser shall provide Seller with written notice of Purchaser's election to terminate this Agreement or proceed with Settlement within fifteen (15) business days after Purchaser's receipt of written notice of the Proceedings Completion. If Purchaser elects to proceed with Settlement, Seller shall credit to Purchaser the full proceeds of the condemnation award. If Purchaser elects to terminate this Agreement pursuant to this Section 9.b, then the Deposit shall be returned to Purchaser, and neither Purchaser nor Seller shall have any other or further rights, responsibilities, liabilities or obligations owed to the other under this Agreement except as otherwise specifically provided herein.

10. POSSESSION AT SETTLEMENT: Seller agrees to give possession of the Property to Purchaser at Settlement free of all leases, tenancies, or other occupancies. Purchaser is buying the Property "as is" as of the Date of this Agreement, and solely in reliance on the Purchaser's own investigation of the condition of the Property. On the Settlement Date, no person or entity, other than Purchaser, shall be in possession of, or have any right or permission to, use or occupy the Property. Seller hereby agrees to defend, indemnify and hold harmless the Purchaser, its elected and appointed officials, officers and employees, from and against all claims, demands, suits, and liability, by or to any person or entity whatsoever, arising out of or relating to any lease, license or other occupancy or use agreement relating to the Property, or any other claimed right to use or occupy the Property. This indemnification shall survive Settlement, delivery, and recordation of the Deed and termination of this Agreement.

11. HAZARDOUS MATERIALS:

a. For the purposes of this Agreement, the term “**Hazardous Material**” shall mean any flammable, explosive, radioactive or reactive materials, any asbestos (whether friable or non-friable), any pollutants, contaminants or other hazardous, dangerous or toxic chemicals, materials or substances, any petroleum products or substances or compounds containing petroleum products, including gasoline, diesel fuel and oil, any polychlorinated biphenyls or substances or compounds containing polychlorinated biphenyls, and any other material or substance defined as a “hazardous substance,” “hazardous material,” “hazardous waste,” “toxic materials,” “contamination,” and/or “pollution” within the meaning of any Environmental Laws (as defined in Section 10.b below).

b. For the purposes of this Agreement, the term “**Environmental Laws**” shall mean any legal requirement which regulates the use, generation, handling, storage, treatment, transportation, decontamination, clean-up, removal, encapsulation, enclosure, abatement or disposal of any Hazardous Material, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*, the Toxic Substance Control Act, 15 U.S.C. §2601, *et seq.*, the Clean Water Act, 33 U.S.C. Sections 1251 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. §1802, their state analogues, and any other Legal Requirement (as defined in Section 10.c below) regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Material.

c. For the purposes of this Agreement, the term “**Legal Requirements**” shall mean all federal, state, and local laws, ordinances, orders, rules and regulations, and any administrative interpretations thereof, applicable to the Property, including, without limitation, the Americans with Disabilities Act of 1992, as amended, and all Environmental Laws.

d. Purchaser has obtained a Phase I Environmental Site Assessment (“**Phase I Environmental Report**”), dated April 2016, and updated December 2017, regarding the Property from Johnson Mirmiran and Thompson. A true and accurate copy of the Phase I Environmental Report will be delivered to Seller as of the Effective Date.

e. Seller shall not, either by commission or omission, cause or permit the disposal, release, or deposit of any Hazardous Materials in amounts or forms in excess of the most stringent Environmental Laws on or within any part of the Property after the Effective Date of this Agreement.

f. Purchaser shall have the right, at any time prior to Settlement, to obtain additional environmental survey(s) or testing of the Property by Johnson Mirmiran and Thompson, or another independent qualified environmental engineering firm (“**Environmental Contractor**”) to verify that the environmental condition of the Property has not adversely changed since the Phase I Effective Date. If it is determined by any such subsequent surveys or testing that Hazardous Materials are present on the Property in amounts or forms in excess of applicable Environmental Laws, or in addition to, or exceeding, amounts reported in the Environmental Reports, then a copy of the subsequent survey or testing report, together with a detailed proposal for remediation and an estimate of removal or remediation costs from the Environmental Contractor (the “**Remediation Proposal**”), shall be delivered by Purchaser to Seller. Seller shall notify Purchaser, within fifteen (15) days of receipt of the Remediation Proposal, whether Seller will undertake the removal or remediation action set forth in the Remediation Proposal at its own expense. If no written notice is received by Purchaser within such fifteen (15) day period, then Seller shall be deemed to have elected not to undertake any removal or remediation action. All removal or

remediation activities performed by or on behalf of the Seller shall be completed within forty-five (45) days after the Seller's receipt of the Inspection Report, or such longer period as Purchaser, in its sole discretion shall allow, and shall be a condition precedent to Settlement. If Seller notifies Purchaser that Seller will not agree to remove or remediate such Hazardous Materials at Seller's cost and expense, then Purchaser shall have the right to terminate this Agreement, in writing, and declare this Agreement null and void, and thereafter the Deposit shall be returned to Purchaser, and neither Purchaser nor Seller shall have any other or further rights, responsibilities, liabilities or obligations owed to the other under this Agreement except as otherwise specifically provided herein.

12. SURVEY:

a. Purchaser has obtained an ALTA Survey of the Property from Johnson Mirmiran & Thompson, Inc., Engineers, entitled "Boundary Survey of Parcel "A" Being a Portion of Parcel ID# 37-A-41A & Boundary Line Adjustment of Parcel 37-A-41E", Lee Hill Magisterial District, Spotsylvania County, Virginia" dated December 15, 2016 (the "**ALTA Survey Date**"), a copy of which is attached hereto as **Exhibit F** and incorporated herein by this referenced (the "**ALTA Survey**").

b. Notwithstanding any other term of this Agreement to the contrary, Purchaser shall have the right to object, in its sole and absolute discretion, to any matters or items shown on the ALTA Survey that Purchaser determines would adversely affect Purchaser's title to or use of the Property ("Survey Matter"), by giving written notice to Seller (an "Objection Notice") at least ten (10) days prior to the expiration of this Feasibility Period, stating the Survey Matters of which Purchaser disapproves and the reasons therefor. If Purchaser fails timely to provide such Objection Notice, then Purchaser shall conclusively be deemed to have approved all matters shown on the ALTA Survey as of the ALTA Survey Date. If Purchaser timely provides an Objection Notice, Seller shall have the right until 5:00 p.m. on the day that is five (5) business days after Seller's receipt of the Objection Notice, to elect in writing, in its sole and absolute discretion, to either (A) cure or remove such Survey Matters, or (b) inform Purchaser that Seller will not cure or remove such Survey Matters. Seller's failure to timely notify Purchaser of its election to cure such Survey Matters raised by Purchaser as aforesaid shall conclusively be deemed to be Seller's election to not cure or remove such Survey Matters. If Seller elects to cure such Survey matters, Seller shall have thirty (30) days from Seller's receipt of the Objection Notice to endeavor to cure or remove such Survey Matters. For purposes of this Section, the term "cure" shall mean one of the following actions taken by Seller, at Seller's sole cost and expense, which shall be reasonably acceptable to Purchaser and to the Title Company: (I) record a release or satisfaction, if applicable; (II) provide the Title Company with the documentation and/or assurances as required by the Title Company to remove the Survey Matters as an exception to Purchaser's title policy; or (III) obtain an appropriate endorsement to Purchaser's title policy in form and substance acceptable to Purchaser in its reasonable discretion. In the event that Seller timely elects or is deemed to have elected to not cure or remove, or endeavor to cure or remove but fails to timely cure or remove such Survey Matters, to Purchaser's satisfaction, Purchaser shall have the right, to either (1) terminate this Agreement and receive the Deposit from Seller, or (2) waive the relevant Survey Matters and close taking title to the Property with such Survey Matters.

c. Any survey matters occurring after the ALTA Survey Date that would adversely affect Purchaser's title to or use of the Property (other than items constituting Permitted

Exceptions) shall be removed or remedied promptly by Seller, at Seller's sole cost and expense, prior to Settlement. Purchaser shall not be obligated to settle under this Agreement if there are survey matters which would adversely affect Purchaser's title to or use of the Property (other than matters constituting Permitted Exceptions). In the event of a Legal Description Modification, the ALTA Survey may need to be modified to accurately delineate the boundaries of the Property and to address the status of the Property's title. In such event, the ALTA Survey as modified to address the Legal Description Modification shall be deemed to be the ALTA Survey for all purposes under this Agreement.

d. Further Encumbrances. Except as otherwise provided by this Agreement, after the Effective Date of the Title Commitment and after the ALTA Survey Date, Seller shall not cause, or permit the Property to be encumbered by, any additional deed of trust, judgment, lien, indebtedness, claims, leases, or encumbrances without the prior written consent of Purchaser, which consent may be withheld by Purchaser in its sole discretion. All new matters of title or survey arising after the Effective Date of the Title Commitment or the ALTA Survey Date, as applicable, including without limitation, any new matter of title or survey arising as a consequence of a Legal Description Modification, shall be deemed to be matters that are not Permitted Exceptions, unless such new matter is approved by Purchaser in writing, at Purchaser's sole discretion.

13. INSPECTION OF PREMISES: Seller will permit the agents, designees and employees of Purchaser access to the Property at all reasonable times for the purpose of making the inspections necessary in connection with paragraph 11 (Hazardous Materials) and the survey pursuant to paragraph 12 (Survey), and for any other purpose contemplated by this Agreement.

14. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS: The obligation of Purchaser to purchase the Property from Seller and to perform the other covenants and obligations to be performed by it on the Settlement Date shall be subject to the following conditions (all or any of which may be waived in writing, in whole or in part, by Purchaser):

a. Seller's Representations and Warranties. Seller's Representations (as hereinafter defined) shall be true and correct on the Effective Date of this Agreement and shall be true and correct on and as of the Settlement Date, with the same force and effect as if such Seller's Representations had been made on and as of such date.

b. Seller's Performance. Seller shall have performed all covenants and obligations required by this Agreement to be performed by it on or before the Settlement Date.

c. Title to Real Property. Subject to the payment by Purchaser of the applicable premium, at Settlement, Purchaser shall receive from the Title Company, a current ALTA owner's policy of title insurance, or an unconditional binder to issue the same, in an amount equal to the Purchase Price, dated, or updated to, the Settlement Date, insuring, or committing to insure, at standard rates, Purchaser's marketable fee simple title to the Property subject only to the Permitted Exceptions.

d. Subdivision. No later than thirty (30) days after the Effective Date of this Agreement, Seller, at Seller's sole cost and expense, shall submit to Spotsylvania County for approval, and diligently pursue approval of, a deed and plat of subdivision of Parcel 37-A-41A, in form and substance acceptable to the Purchaser. Seller shall record such approved deed and plat of subdivision among the land records of Spotsylvania County, Virginia establishing the Property

as a separate parcel, in accordance with all applicable legal requirements. Approval of the subdivision by Spotsylvania County, and the recording of the approved deed and plat subdividing parcel 37-A-41A and establishing the Property as a separate legal parcel, shall be a condition precedent to the Purchaser's obligations under this Agreement. Seller shall also have terminated or extinguished, by recorded document, all existing easement or encroachment rights (recorded or unrecorded), if any, in the Property that run to the benefit of Parcel 37-A-41A or others, other than Permitted Exceptions. Notwithstanding the foregoing, the Purchaser agrees to accept as Permitted Exceptions any easement or agreement required by Spotsylvania County as a condition of subdivision approval, provided it does not render infeasible the construction and or operation of a railroad maintenance and storage facility, including any components thereof such as, but not limited to, storm water management systems, drainage systems, road improvements and rail facilities. Seller shall provide the Purchaser with copies of all written communications to and from Spotsylvania County regarding the subdivision within five (5) days of Seller's receipt of sending. A preliminary subdivision plat, based upon the legal description of the Property attached hereto as **Exhibit A** and prior to Spotsylvania County approval, is attached hereto as **Exhibit G** and incorporated herein by this reference (the "**Preliminary Subdivision Plat**").

e. **Land Use Approvals.** The Purchaser shall have received from Spotsylvania County all Land Use Approvals, including an amendment to the existing use permit.

i. Purchaser shall, at its sole cost and expense, on or before [REDACTED], file with Spotsylvania County, Virginia such zoning applications (including without limitation, special exception or special use permits or amendments to use permits) ("**Land Use Applications**") as may be required or otherwise permissible to obtain requisite zoning and other land use approvals from Spotsylvania County, including a favorable determination of an application under Virginia Code §15.2-2232 (if required), acceptable to Purchaser in its sole discretion necessary to permit the development of the Property, without the necessity of obtaining legal rights from other persons or entities, for the construction and or operation of a railroad maintenance and storage facility, including any components thereof such as, but not limited to, storm water management systems, drainage systems, road improvements and rail facilities (the "**Land Use Approvals**").

ii. Where it is necessary to the construction, maintenance and/or operation of the referenced facility, the Property may be used for the relocation, installation, improvement or maintenance of a utility service provided by a public utility provider, or for the relocation, installation, improvement or maintenance of railroad facilities.

iii. Seller, as owner of the Property, shall promptly consent to and execute, at the request of the Purchaser, any documents necessary for the filing and processing of such Land Use Application(s) affecting the Property, and Seller shall, if requested by Purchaser, promptly and fully cooperate as needed for the processing and approval of the Land Use Applications (including, without limitation, cooperation as necessary to satisfy the requests, requirements and conditions of Land Use Approvals of Spotsylvania County) at no out-of-pocket cost to Seller.

iv. Spotsylvania County's grant of the Land Use Approvals shall be, and is, a condition precedent to the Purchaser's obligations under this Agreement. If, despite Purchaser's good faith efforts to obtain such approvals, any of the Land Use Approvals are denied, or for any reason are not finally approved, by Spotsylvania County before [REDACTED] date (the "**Land Use Approval Deadline**"), either Party shall, upon written notice to the other Party, have the right to terminate this Agreement, in which event, the Deposit shall be returned to Purchaser and Seller and neither Purchaser nor Seller shall have any other or further rights, responsibilities, liabilities

or obligations owed to the other under this Agreement except as otherwise specifically provided herein.

f. Purchase Approval. Purchaser's obligation to purchase the Property from Seller is conditioned upon the approval of all terms herein, including the purchaser price, by the Virginia Railway Express Operations Board, the Northern Virginia Transportation Commission, and the Potomac and Rappahannock Transportation Commission.

g. Litigation. On the Settlement Date, no action or proceeding shall have been instituted or threatened before any court to restrain or prohibit, or to obtain substantial damages in respect of, or which is related to or arises out of the condition of the Property, this Agreement, or the consummation of the transactions contemplated herein, which action, proceeding or threat, in the reasonable option of Purchaser makes it inadvisable for the Purchaser to consummate such transactions.

15. NOTICES: All notices, demands, and requests which may be given, or are required to be given by either party to the other shall be in writing, and shall be either hand delivered by Federal Express or sent by United States certified mail, return receipt requested, with proper first- class postage prepaid, properly and fully addressed:

If to Seller:

Crossroads Associates, LLC
c/o Lester Development Corporation
PO Box 4991
14 E Liberty Street
Martinsville, Virginia 24115
Attn: George Lester II, Managing Member
Email: [REDACTED]

With a Copy to:

Leming & Healy, P.C.
233 Garrisonville Road, Suite 204
PO Box 445
Garrisonville, Virginia 22463
Attn: H. Clark Leming
Email: lemingandhealy1@msn.com

If to Purchaser:

Virginia Railway Express
1500 King Street
Suite 202
Alexandria, Virginia 22314
Attn: Rich Dalton, Deputy CEO/Chief Operating Officer
Email: rdalton@vre.org

With a Copy to:

Virginia Railway Express
1500 King Street
Suite 202
Alexandria, Virginia 22314
Attn: Stephen A. MacIsaac, General Counsel

Notice shall be deemed effective upon delivery. Any party may, by like notice given at least seven (7) days before such change becomes effective, designate a new address to which such notices shall be sent.

16. COMMISSIONS: Purchaser represents and warrants that it has not retained the services of any real estate broker, agent or finder with respect to the transaction contemplated by this Agreement. Seller represents that Seller has not retained the services of any real estate broker, agent or finder with respect to the transaction contemplated by this Agreement. Seller hereby agrees that Seller is solely responsible for, and will indemnify, defend and hold Purchaser, its elected and appointed officials, officers and employees, harmless of, from and against, any demand, suit, claim or liability, for any broker's, agent's or finder's fee asserted by any person or entity claiming to be engaged by or on behalf of Seller.

17. DAMAGES: In the event Seller fails or refuses to perform its obligations under this Agreement, including but not limited to their obligation to convey the Property, Purchaser shall be entitled to recover all of its costs and expenses incurred in connection with this Agreement, any breach of this Agreement, or the enforcement of this Agreement, including but not limited to its costs for the preparation of this Agreement, for all inspections, studies and surveys performed or contracted for in connection with this Agreement, and all of its attorney's fees and court costs incurred pursuant to this paragraph, unless such failure can be lawfully attributed to an act of God and not within the control of the Seller. In addition to the foregoing, Purchaser shall be entitled to all other damages it has suffered, in accordance with law. Without limiting or waiving the foregoing, Purchaser may also seek all remedies to which it is entitled in equity, including the right to an injunction or restraining order and the right to seek specific performance. If Purchaser fails or refuses to perform its obligations pursuant to this Agreement, then Seller shall have all rights and remedies available to the Seller at law.

18. NO ASSIGNMENT: Neither Party may assign all, or any portion of, such Party's rights or obligations under this Agreement, without the prior written consent of the other Party, which consent may be withheld in the sole discretion of the Party requested to provide the consent.

19. EFFECT OF TERMINATION: If this Agreement is terminated by either Party pursuant to an express right hereunder, the Parties shall have no further rights, obligations or liabilities under this Agreement except those rights, obligations or liabilities that, by the terms of this Agreement, expressly survive any termination of this Agreement. For avoidance of doubt, it is agreed that the obligations hereunder to return the Deposit to Purchaser shall survive the termination of this Agreement.

20. COMPLIANCE WITH APPLICABLE LAW: Notwithstanding Seller's and Purchaser's agreement that the Property will be delivered to Purchaser in the condition specified herein, this Agreement shall not abrogate or diminish, in any way, Seller's obligation to comply with all federal, state, and local laws, ordinances, orders, rules and regulations, and any administrative interpretations thereof, applicable to the Property.

21. EXECUTION IN COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement.

22. NO THIRD-PARTY BENEFICIARY: The Parties hereto mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than those signing this Agreement as Parties hereto, rights as a third-party beneficiary hereunder, or authorize any person or entity, not a Party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Agreement or otherwise.

23. SURVIVAL: Only the provisions of this Agreement that contemplate performance after any of the transactions and Settlement provided herein, such as the proration of taxes, or that otherwise survive the occurrence of such transactions and Settlement by their express terms, shall survive such transactions and Settlement.

24. NO INVALIDATION OF WHOLE: If any term, covenant or condition of this Agreement shall be unenforceable or invalid, then the remainder of this Agreement shall not be affected thereby, and each such term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

25. NO WAIVER: No failure by the Seller or Purchaser to enforce any provision of this Agreement shall be deemed a waiver of Seller's or Purchaser's respective rights to enforce this Agreement thereafter.

26. NO WAIVER OF SOVEREIGN IMMUNITY: Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement nor any action taken by Purchaser pursuant to this Agreement nor any document which arises out of this Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of Purchaser, or of its elected and appointed officials, officers and employees.

27. CONSTRUCTION: The Parties acknowledge that the Parties, and their respective counsel, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any Exhibits or amendments hereto.

28. BINDING AGREEMENT: The parties to this Agreement mutually agree that it shall be binding upon them, and each of the respective heirs, executors, administrators, successors and assigns; that the provisions hereof shall survive the execution and delivery of the deed aforesaid and shall not be merged therein except as specifically provided herein; that this Agreement contains the final and entire agreement between the parties hereto; and that they shall not be bound by any terms conditions, statements, warranties or representations, oral or written, not contained herein. This Agreement may not be modified orally or in any other manner than by a written agreement signed by all the parties hereto or their respective successors in interest.

29. APPLICABLE LAW: This Agreement shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia. All legal actions brought by either Purchaser or Seller concerning this Agreement shall be brought in the City of Alexandria Circuit Court and in no other court.

30. EFFECTIVE DATE: This Agreement shall be effective upon the date executed and delivered by the Purchaser ("**Effective Date**"). The Seller shall execute and deliver this Agreement to Purchaser prior to consideration of this Agreement for approval by the Virginia Railway Express Operations Board, the Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

WITNESS the following signatures:

SELLER:

CROSSROADS ASSOCIATES, LLC
a Virginia limited liability company

By: _____
Name: _____
Title: _____
Date: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
2019 _____, _____ of CROSSROADS
ASSOCIATES, LLC, a Virginia limited liability company.

Notary Public

My Commission expires: _____

PURCHASER:

**NORTHERN VIRGINIA TRANSPORTATION
COMMISSION and the POTOMAC AND
RAPPAHANNOCK TRANSPORTATION
COMMISSION**, which together own and operate the
VIRGINIA RAILWAY EXPRESS

By: _____
Name: Doug Allen
Title: Chief Executive Officer, Virginia Railway Express
Date: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Doug Allen, Chief Executive Officer of Virginia Railway Express, on behalf of Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission, which together own and operate the Virginia Railway Express.

Notary Public

My Commission expires: _____

LIST OF EXHIBITS

EXHIBIT A: LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B: SETTLEMENT DOCUMENT DELIVERABLES

EXHIBIT C: FORM OF OWNER'S AFFIDAVIT

EXHIBIT D: FORM OF SPECIAL WARRANTY DEED

EXHIBIT E: TITLE COMMITMENT

EXHIBIT F: ALTA SURVEY

EXHIBIT G: PRELIMINARY SUBDIVISION PLAT

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

All that certain lot, piece, tract, or parcel of land containing a total of 19.514 acres, more or less, with improvements thereon and all rights, privileges and appurtenances thereto lying and being in Lee Hill Magisterial District, Spotsylvania County, Virginia, as shown on Boundary Survey by JMT Engineering, dated _____.

The hereinabove referred to Boundary Survey hereto attached as part hereof is to be recorded simultaneously herewith on Plat Book ____, Page ____.

Together with and subject to the rights of others in and to the use of the Ingress/Egress Easement as contained in Agreement and Easement recorded in Deed Book 970, page 113.

EXHIBIT B
SETTLEMENT DOCUMENT DELIVERABLES

SETTLEMENT DOCUMENT DELIVERABLES

1. **Seller's Settlement Documents.** At the Settlement, the Seller shall deliver to Purchaser the following documents:

- a) A Special Warranty Deed conveying good and marketable fee simple title in and to the Property, subject only to the Permitted Exceptions, in form attached to this Agreement of Sale as **Exhibit D**, signed by Seller in favor of Purchaser (the "**Deed**");
- b) A certification as to the non-foreign status of Seller which complies with the provisions of Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended, signed by Seller;
- c) An Owner's Affidavit signed by Seller, addressed to the Title Company, in the form attached to the Agreement of Sale as **Exhibit C**, and sufficient induce the Title Company to issue a title policy in favor of Purchaser without the standard exceptions (the "**Owner's Affidavit**");
- d) A closing statement, signed by Seller (the "**Closing Statement**");
- e) A Certificate, signed by Seller, that all of Seller's Representations are true and correct on the Settlement Date with the same force and effect as if such representations and warranties had been made on and as of such date (the "**Reaffirmation of Seller's Representations**");
- f) All organizational documents of Seller and all resolutions, certifications or other agreements evidencing the requisite authorization of Seller to perform the transactions hereunder, as contemplated by the Seller's organizational documents;
- g) Such other reasonable and customary documents as are necessary to effect the Settlement;

EXHIBIT B
SETTLEMENT DOCUMENT DELIVERABLES

- h) Satisfactory evidence of the recording of a deed and plat of subdivision approved by Spotsylvania County, and acceptable to the Purchaser, that: 1) establishes the Property as a separate legal parcel in accordance with all applicable Legal Requirements; and
- i) Satisfactory evidence of the recording of documents terminating or extinguishing all existing rights of others in and to the use of the dirt road and asphalt drive as shown on the Preliminary Plat prepared by Johnson, Mirmiran & Thompson, Inc., and other easement or encroachment rights (recorded or unrecorded), if any, in the Property that run to the benefit Parcel 37-A-41A or others, other than Permitted Exceptions.

2. Purchaser's Settlement Documents. At the Settlement, Purchaser shall deliver, or cause to be delivered, to Seller the following (collectively, the "**Purchaser's Settlement Documents**"):

- a) A Closing Statement, signed by Purchaser;
- b) Such other reasonable and customary documents as are necessary to effect the Settlement; and
- c) A Certificate, signed by Purchaser, that all of Purchaser's Representations are true and correct on the Settlement Date with the same force and effect as if such representations and warranties had been made on and as of such date (the "**Reaffirmation of Purchaser's Representations**").

EXHIBIT C
FORM OF OWNER'S AFFIDAVIT

OWNER'S AFFIDAVIT

(to induce sale of and/or loan on premises and title insurance coverage)

STATE OF VIRGINIA

COUNTY OF _____

The undersigned, being first duly sworn on oath, depose(s) and say(s):

1. THAT Affiant(s) is/are the titleholder(s) of the property known and described as follows:

See Exhibit A attached hereto and made a part hereof.

2. **As to Mechanics' liens:** THAT at no time within 120 days of the date hereof has any work, services, or labor been done, or any fixtures, apparatus or material been furnished in connection with, or to, the said premises, except such material, fixtures, work, apparatus, labor or services as have been fully and completely paid for; and that there is no indebtedness to anyone for any labor, fixtures, apparatus, material, services, or work done to, upon, or in connection with, the said premises; that there is no claim or indebtedness; that there is no mechanics' lien claim against said premises, whether of record or otherwise;

3. **As to contracts & conveyances:** THAT no agreement or contract for conveyance, or deed, conveyance, written lease, or writing whatsoever, is in existence, adversely affecting title to said premises, except that in connection with which this affidavit is given;

4. **As to possession:** THAT there are no parties in possession of said premises;

5. **As to judgments:** THAT no judgment or decree has been entered in any court of this State of the United States against said Affiant(s) and which remains unsatisfied; THAT no proceedings in bankruptcy have ever been instituted by or against Affiant(s) in any court, or before any office of any state;

6. **As to taxes and assessments:** THAT there are no unpaid or delinquent real estate taxes or homeowners dues/assessments against said premises; further, that there are no unpaid or delinquent water or sewer service charges against said premises; Also, that the undersigned has not/have not received notice, nor know of any recent or future planned improvements (such as street paving, sidewalks, street lighting, surface drainage, etc.) that will or might result in a special assessment against this property;

7. THAT this Affidavit is made to induce the purchase of and/or a loan secured by the premises described herein and the issuance of a title insurance policy relating to same;

8. THAT Affiant(s) further state(s) that he/she/they is/are each familiar with the nature of any oath; and with the penalties as provided by the laws of the State aforesaid for falsely swearing to

EXHIBIT C
FORM OF OWNER'S AFFIDAVIT

statements made in an instrument of this nature. Affiant(s) further certify that he/she/they has/have heard read to Affiant(s) the full facts of this Affidavit, and understand its contents.

Owner Affidavit

Page 2

By: _____

Name: _____

Title: _____

STATE OF _____

CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____.

Notary Public

My Commission expires: _____

Notary ID#: _____

EXHIBIT D
FORM OF SPECIAL WARRANTY DEED

WHEN RECORDED RETURN TO:

Tax Map No.: 37-A-41A

DEED

THIS DEED DATED _____, 20____, by and between CROSSROADS ASSOCIATES, LLC, a Virginia limited liability company, hereinafter referred to as "Grantor", and THE NORTHERN VIRGINIA TRANSPORTATION COMMISSION and THE POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION, who together own and operate VIRGINIA RAILWAY EXPRESS, a commuter rail service, hereinafter referred to as "Grantee" provides as follows:

WITNESSETH:

That for consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledge, the Grantor does hereby grant and convey, with general warranty and English Covenants of Title, unto the Grantee the following described real estate:

All that certain lot, piece, tract, or parcel of land containing a total of 19.514 acres, more or less, with improvements thereon and all rights, privileges and appurtenances thereto lying and being in Lee Hill Magisterial District, Spotsylvania County, Virginia, as shown on Boundary Survey by JMT Engineering, dated _____.

The hereinabove referred to Boundary Survey hereto attached as part hereof is to be recorded simultaneously herewith on Plat Book ____, Page ____.

Together with and subject to the rights of others in and to the use of the Ingress/Egress Easement as contained in Agreement and Easement recorded in Deed Book 970, page 113.

Being a portion of the same land conveyed to Grantor by deed from Commonwealth Atlantic Land Company, a Virginia Corporation dated December 28, 1999, and recorded in the Office of the Clerk of the Circuit Court, Spotsylvania County in Deed Book 1772, Page 613.

This conveyance is made subject to restrictions, easements and conditions of records, insofar as they may be lawfully applicable to the property hereby conveyed.

EXHIBIT D
FORM OF SPECIAL WARRANTY DEED

WITNESS THE FOLLOWING SIGNATURE:

CROSSROADS ASSOCIATES, LLC
a Virginia Limited Liability Company

By: _____ (SEAL)

Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF _____:

I, _____, a Notary Public, in and for said County/City in said State, hereby certify that _____, whose name as manager of Crossroads Associates, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this _____ day of _____, 20__.

Notary Public

My Commission expires _____
Notary Registration No. _____

EXHIBIT E
TITLE COMMITMENT

DRAFT

EXHIBIT F
ALTA SURVEY

DRAFT

EXHIBIT G
PRELIMINARY SUBDIVISION PLAT

DRAFT

Public Comment Time
(3 minute time limit per person)

Consent Agenda

- A. RES Acceptance of the Jurisdictional Financial Reports for the Period Ended January 31, 2019
- B. RES Authorization to Budget and Appropriate Spotsylvania County's Motor Fuels Tax Funds for Various FY19 Transportation Projects
- C. RES Authorization to Submit the Federal Transit Administration's Federal Fiscal Year 2019 Annual Certifications and Assurances

MOTION:

SECOND:

**RE: ACCEPTANCE OF THE POTOMAC AND RAPPAHANNOCK TRANSPORTATION
COMMISSION MONTHLY JURISDICTIONAL FINANCIAL REPORT FOR THE PERIOD ENDED
JANUARY 31, 2019**

ACTION:

WHEREAS, a financial report for each jurisdiction is prepared each month for presentation to the Potomac and Rappahannock Transportation Commission ("PRTC" or the "Commission"); and

WHEREAS, this report supplies information on the current month and year-to-date motor fuel tax collections; earned interest, other revenues, state administration cost, expenditures, transfers and encumbrances; and

WHEREAS, this information covers the PRTC as a whole, as wells as each separate jurisdiction; and

WHEREAS, management produced new fuel tax projections for the reminder of FY2019, which have been reflected in this month's jurisdictional financial report.

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission does hereby accept the Jurisdictional Financial Report for the periods ended January 31, 2019, as presented/amended.

Votes:

Ayes:

Nays:

Abstain:

Absent from Vote:

Alternate Present Not Voting:

Absent from Meeting:

**Fuel Tax Revenues
Budget to Actual
Seven Months Ended January 2019**

	FY19 YTD Budget	FY19 YTD Actual	Variance %	Variance \$
Prince William County	8,423,742	8,762,723	4%	338,981
Stafford	2,636,142	2,812,988	7%	176,846
Manassas	597,450	572,002	-4%	(25,448)
Manassas Park	541,042	499,606	-8%	(41,436)
Fredericksburg	1,017,742	1,109,978	9%	92,236
Spotsylvania	2,887,383	3,141,802	9%	254,419
Total	16,103,501	16,899,099	5%	795,598

Year to date budget reflects updated FY2019 motor fuels tax revenue projections done as part of the FY2020 budget and six year plan process.

July 2018 was the first month with impact of fuel tax floor less Commuter Rail Operating and Capital (CROC) Fund.

MONTHLY FINANCIAL REPORT FOR ALL JURISDICTIONS
FOR THE SEVEN MONTHS ENDING JANUARY 31, 2019

FY19 Beginning Fund Balance		\$ 15,647,934.99 (1)
	Current Month	Year To Date
Revenue from DMV Audit (Pre-CROC)	\$ -	\$ 92,951.14
Gross Tax Revenue	\$ 3,042,532.96	\$ 22,728,183.03
Less: Commuter Rail Operating and Capital Fund (CROC)	\$ (846,005.00)	\$ (5,922,035.00)
Net Tax Revenue	\$ 2,196,527.96	\$ 16,899,099.17
Interest from Investment	\$ 43,658.98	\$ 208,238.13
Total Tax & Investment Revenue	\$ 2,240,186.94	\$ 17,107,337.30
Expenditures/Transfers	\$ (11,728,918.50)	\$ (19,936,739.00)
Reimbursement from State Grant/Transfer from Other Governments	\$ -	\$ -
PRTC Operating Fund Balance	\$ -	\$ 5,680,000.00
FUND BALANCE (BEFORE UNEXPENDED ADOPTED RESOLUTIONS)		\$ 18,498,533.29
PLUS YEAR TO DATE REVENUE LESS EXPENDITURES		
FY19 Projected Motor Fuel Revenue (for remainder of fiscal year)		\$ 10,706,900.83
FY19 Projected State Grant (remainder)		\$ 94,520.00
LESS: Unexpended Adopted Resolutions		\$ (6,335,280.87) (*)
Other Financing Sources/(Uses)		
Claims and Judgments	-	-
Jurisdictional Reimbursement	\$0.00	\$0.00
Total Projected Unencumbered Balance		\$ 22,964,673.25 (2)

ADOPTED RESOLUTIONS	AMOUNT	EXPENDITURES	BALANCE
08-06-07	\$ 173,000.00 (1)	\$ -	\$ 173,000.00
09-11-07	\$ 93,139.69 (1)	\$ -	\$ 93,139.69
10-11-05	\$ 234,500.00 (1)	\$ -	\$ 234,500.00
13-06-08	\$ 200,000.00 (1)	\$ -	\$ 200,000.00
15-05-07	\$ 371,164.00 (1)	\$ -	\$ 371,164.00
17-03-07	\$ 33,417.08 (1)	\$ -	\$ 33,417.08
17-07-06	\$ 116,000.00	\$ -	\$ 116,000.00
17-07-07	\$ 206,000.00	\$ -	\$ 206,000.00
18-01-04	\$ 179,707.10	\$ -	\$ 179,707.10
18-03-05	\$ 202,383.00	\$ -	\$ 202,383.00
18-06-07	\$ 5,391,539.00 (1a)	\$ 5,391,539.00	\$ -
18-06-08	\$ 212,000.00 (1a)	\$ -	\$ 212,000.00
18-06-10	\$ 66,000.00 (1a)	\$ -	\$ 66,000.00
18-06-13	\$ 15,669,900.00 (1a)	\$ 14,545,200.00	\$ 1,124,700.00
18-11-07	\$ 3,123,270.00	\$ -	\$ 3,123,270.00
Total	\$ 26,272,019.87	\$ 19,936,739.00	\$ 6,335,280.87 (*)

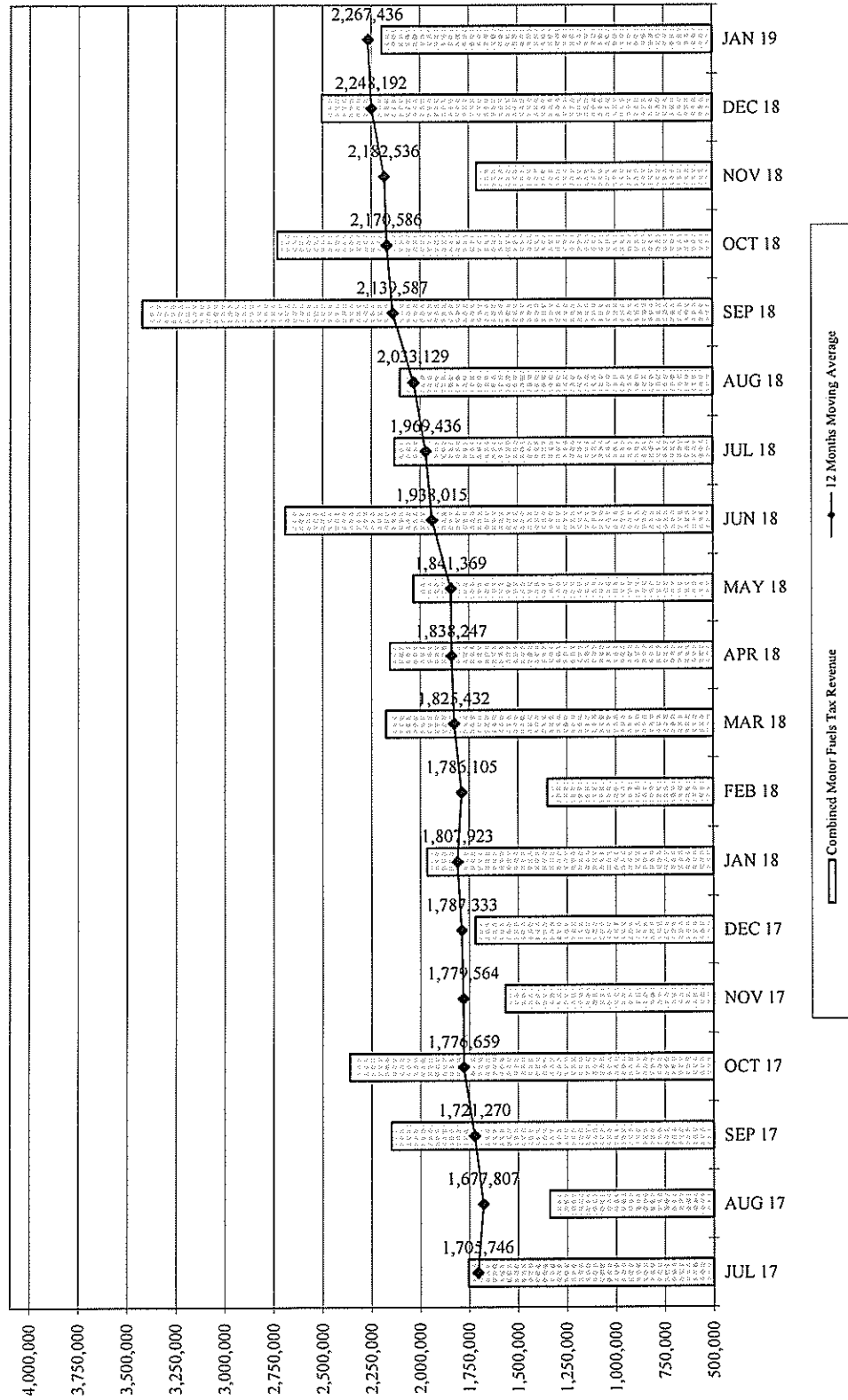
(1) Remaining balance @ 6/30/18 (1a) June 2018 resolution for FY19 expenditures

(2) Projected Unencumbered Balance equals Fund Balance plus FY19 Projected Revenue
(for remainder of fiscal year) minus Unexpended Adopted Resolutions, plus Other Financing Sources.

(*) Resolutions which have been encumbered will not be expended until funds become available.

PRTC NET FUEL TAX COLLECTIONS

FY18 and FY19



MONTHLY FINANCIAL REPORT FOR PRINCE WILLIAM COUNTY
FOR THE SEVEN MONTHS ENDING JANUARY 31, 2019

FY19 Beginning Fund Balance		\$	3,626,815.99	(1)
Revenue from DMV Audit (Pre-CROC)	Current Month	\$	-	
Gross Tax Revenue	Current Month	\$	1,578,055.06	
Less: Commuter Rail Operating and Capital Fund (CROC)	Current Month	\$	(438,793.10)	
Net Tax Revenue	Current Month	\$	1,139,261.96	
Interest from Investment	Current Month	\$	18,616.29	
Total Tax & Investment Revenue	Current Month	\$	1,157,878.25	
Expenditures/Transfers	Current Month	\$	(8,295,400.00)	
Transfer From Prince William County	Current Month	\$	-	
PRTC Operating Fund Balance	Current Month	\$	-	
FUND BALANCE (BEFORE UNEXPENDED ADOPTED RESOLUTIONS)	Year To Date	\$	22,223.44	
PLUS YEAR TO DATE REVENUE LESS EXPENDITURES	Year To Date	\$	11,837,126.59	
	Year To Date	\$	(3,096,627.53)	
	Year To Date	\$	8,762,722.50	
	Year To Date	\$	66,775.96	
	Year To Date	\$	8,829,498.46	
	Year To Date	\$	(13,709,700.00)	
	Year To Date	\$	-	
	Year To Date	\$	5,414,300.00	
FY19 Projected Motor Fuel Revenue (for remainder of fiscal year)			5,677,977.50	
LESS: Unexpended Adopted Resolutions		\$	(1,297,700.00)	(*)
Other Financing Sources/(Uses)				
Claims and Judgments		0.00	-	
Jurisdictional Reimbursement		\$0.00	\$0.00	
Total Projected Unencumbered Balance		\$	8,541,191.95	(2)

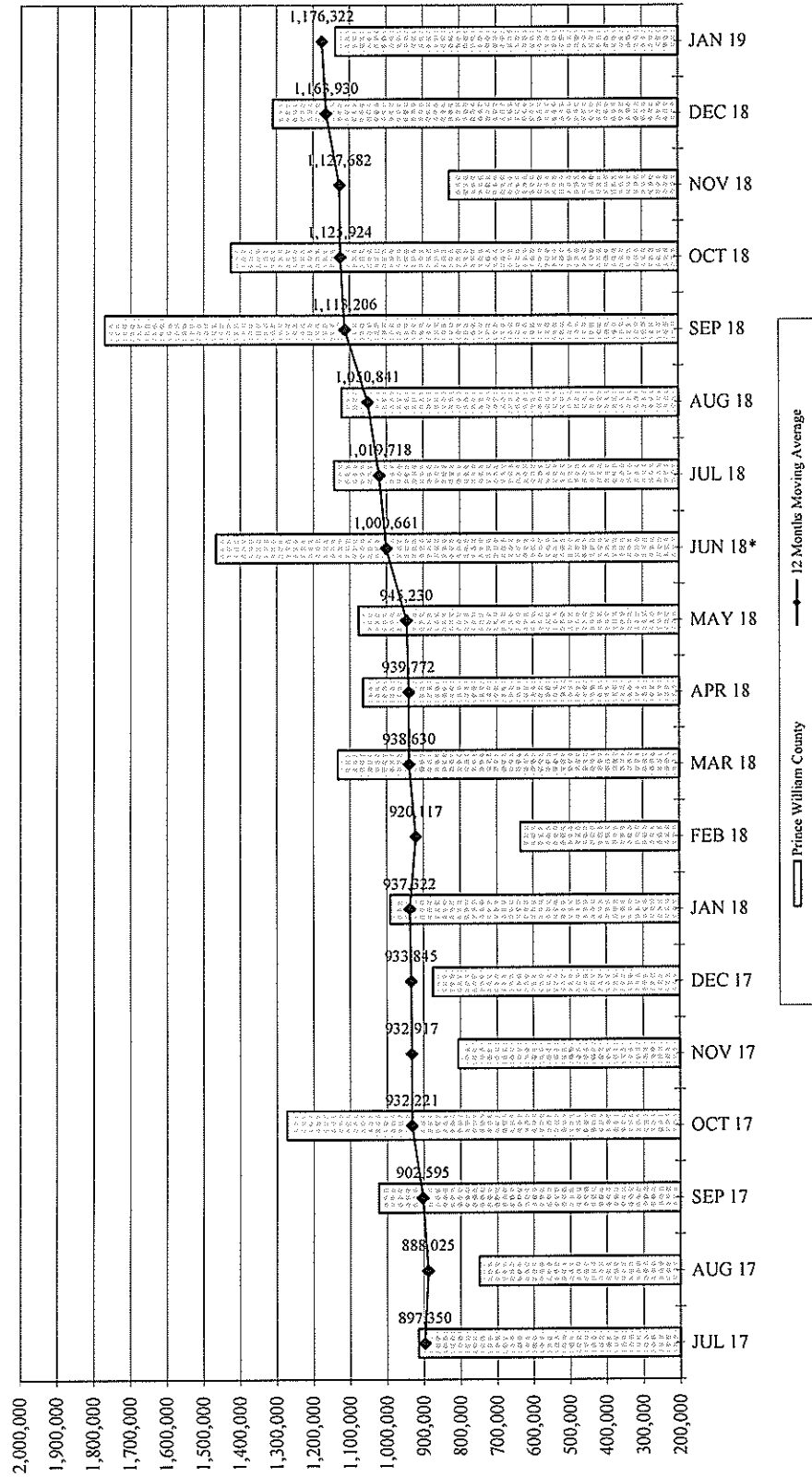
ADOPTED RESOLUTIONS	AMOUNT	EXPENDITURES	BALANCE
08-06-07	\$ 173,000.00 (1)	\$ -	\$ 173,000.00
18-06-13	\$ 14,834,400.00 (1a)	\$ 13,709,700.00	\$ 1,124,700.00
Total	\$ 15,007,400.00	\$ 13,709,700.00	\$ 1,297,700.00 (*)

(1) Remaining balance @ 6/30/18 (1a) June 2018 resolution for FY19 expenditures

(2) Projected Unencumbered Balance equals Fund Balance plus FY19 Projected Revenue
(for remainder of fiscal year) minus Unexpended Adopted Resolutions, plus Other Financing Sources.

(*) Resolutions which have been encumbered will not be expended until funds become available.

PRTC NET FUEL TAX COLLECTIONS FY18 and FY19



Note: Graph does not reflect \$156,285.36 of revenue adjustments from Manassas accrued at 6/30/18.

MONTHLY FINANCIAL REPORT FOR STAFFORD COUNTY
FOR THE SEVEN MONTHS ENDING JANUARY 31, 2019

FY19 Beginning Fund Balance			\$ 3,344,341.91 (1)
	Current Month	Year To Date	
Revenue from DMV Audit (Pre-CROC)	\$ -	\$ 12,824.01	
Gross Tax Revenue	\$ 515,721.57	\$ 3,754,442.69	
Less: Commuter Rail Operating and Capital Fund (CROC)	\$ (143,401.25)	\$ (954,278.38)	
Net Tax Revenue	\$ 372,320.32	\$ 2,812,988.32	
Interest from Investment	\$ 5,601.80	\$ 32,186.35	
Total Tax & Investment Revenue	\$ 377,922.12	\$ 2,845,174.67	
Expenditures/Transfers	\$ (1,273,663.50)	\$ (2,582,627.00)	
PRTC Operating Fund Balance	\$ -	\$ 71,400.00	
FUND BALANCE (BEFORE UNEXPENDED ADOPTED RESOLUTIONS)			
PLUS YEAR TO DATE REVENUE LESS EXPENDITURES			\$ 3,678,289.58
FY19 Projected Motor Fuel Revenue (for remainder of fiscal year)			1,706,111.68
LESS: Unexpended Adopted Resolutions			\$ - (*)
Other Financing Sources/(Uses)			
Claims and Judgments	\$0.00	\$0.00	
Jurisdictional Reimbursement	\$0.00	\$0.00	
Total Projected Unencumbered Balance			\$ 5,384,401.26 (2)

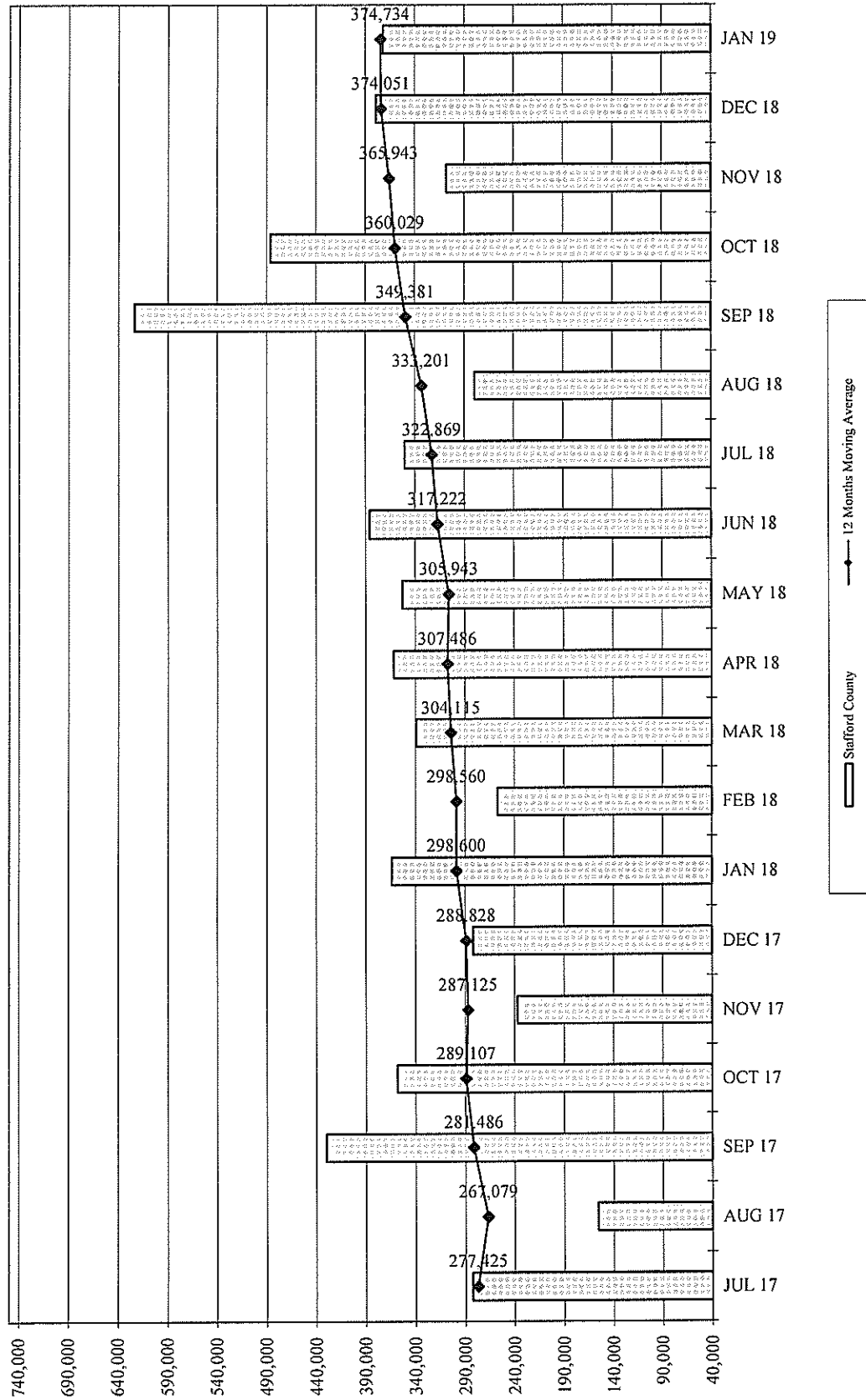
ADOPTED RESOLUTIONS	AMOUNT	EXPENDITURES	BALANCE
18-06-07	\$ 2,475,127.00 (1a)	\$ 2,475,127.00	\$ -
18-06-13	\$ 107,500.00 (1a)	\$ 107,500.00	\$ -
Total	\$ 2,582,627.00	\$ 2,582,627.00	\$ - (*)

(1) Remaining balance @ 6/30/18 (1a) June 2018 resolution for FY19 expenditures

(2) Projected Unencumbered Balance equals Fund Balance plus FY19 Projected Revenue
(for remainder of fiscal year) minus Unexpended Adopted Resolutions, plus Other Financing Sources.

(*) Resolutions which have been encumbered will not be expended until funds become available.

PRTC NET FUEL TAX COLLECTIONS FY18 and FY19



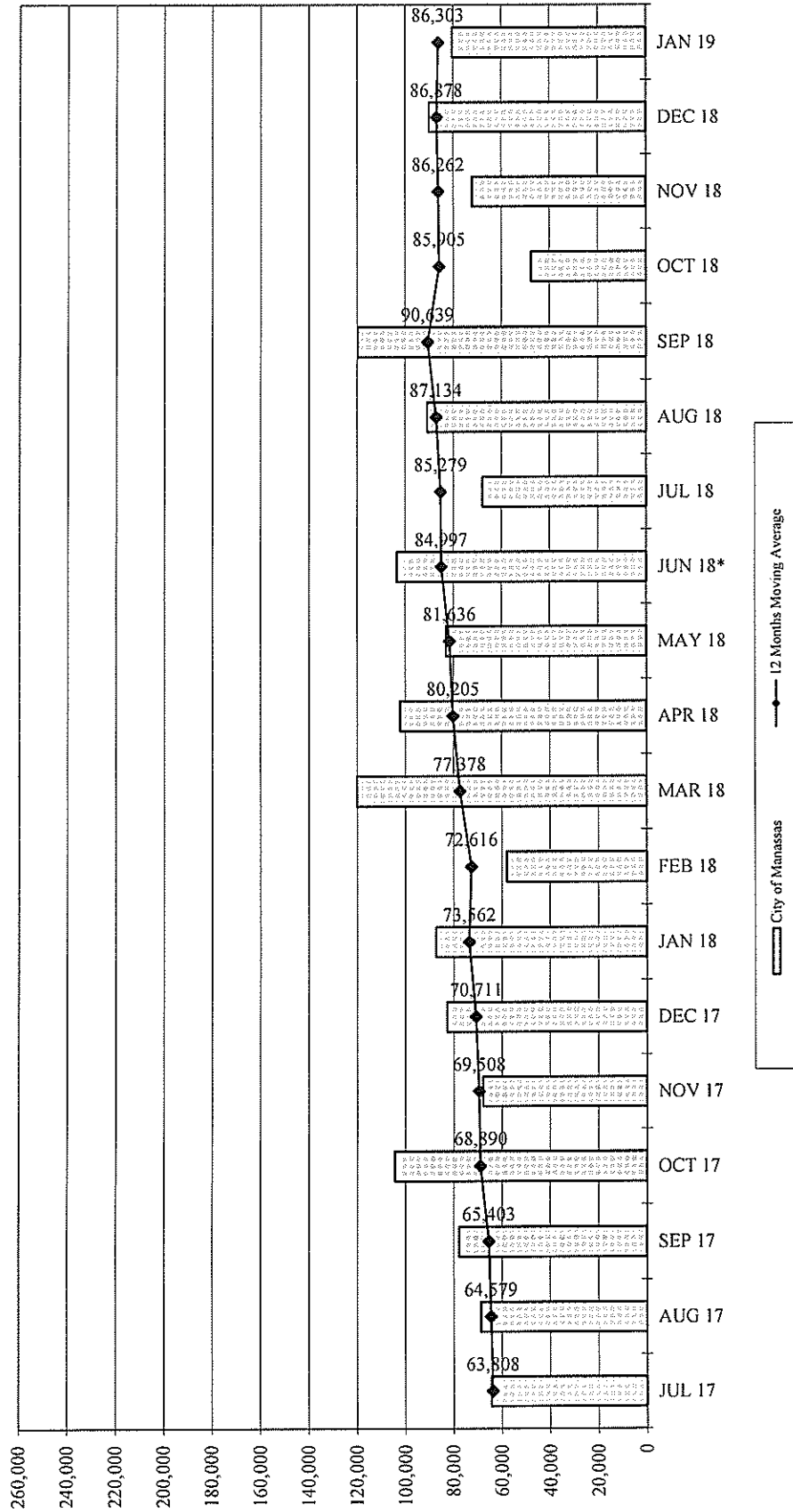
FY19 Beginning Fund Balance		\$ 401,852.95 (1)
	Current Month	Year To Date
Revenue from DMV Audit (Pre-CROC)	\$ -	\$ 3,207.00
Gross Tax Revenue	\$ 111,413.31	\$ 790,348.26
Less: Commuter Rail Operating and Capital Fund (CROC)	\$ (30,979.52)	\$ (221,553.01)
Net Tax Revenue	\$ 80,433.79	\$ 572,002.25
Interest from Investment	\$ 847.32	\$ 6,775.74
Total Tax & Investment Revenue	\$ 81,281.11	\$ 578,777.99
Expenditures/Transfers	\$ (677,598.00)	\$ (720,898.00)
Reimbursement From State Grant and Transfer from City of Manassas	\$ -	\$ -
PRTC Operating Fund Balance	\$ -	\$ 43,300.00
FUND BALANCE (BEFORE UNEXPENDED ADOPTED RESOLUTIONS)		
PLUS YEAR TO DATE REVENUE LESS EXPENDITURES		\$ 303,032.94
FY19 Projected Motor Fuel Revenue		452,197.75
(for remainder of fiscal year)		
FY18 Projected State Grant (remainder)		94,520.00
LESS: Unexpended Adopted Resolutions		\$ (278,000.00) (*)
Other Financing Sources/(Uses)		
Claims and Judgments	\$0.00	\$0.00
Jurisdictional Reimbursement	\$0.00	\$0.00
Total Projected Unencumbered Balance		\$ 571,750.69 (2)

ADOPTED RESOLUTIONS	AMOUNT	EXPENDITURES	BALANCE
18-06-07	\$ 335,898.00 (1a)	\$ 335,898.00	\$ -
18-06-08	\$ 212,000.00 (1a)	\$ -	\$ 212,000.00
18-06-10	\$ 66,000.00 (1a)	\$ -	\$ 66,000.00
18-06-13	\$ 385,000.00 (1a)	\$ 385,000.00	\$ -
Total	\$ 998,898.00	\$ 720,898.00	\$ 278,000.00 (*)

(2) Projected Unencumbered Balance equals Fund Balance plus FY19 Projected Revenue (for remainder of fiscal year) minus Unexpended Adopted Resolutions, plus Other Financing Sources.

(*) Resolutions which have been encumbered will not be expended until funds become available.

PRTC NET FUEL TAX COLLECTIONS FY18 and FY19



Note: Graph does not reflect \$156,285.36 of revenue adjustments to Prince William accrued at 6/30/18.

MONTHLY FINANCIAL REPORT FOR CITY OF MANASSAS PARK
FOR THE SEVEN MONTHS ENDING JANUARY 31, 2019

FY19 Beginning Fund Balance			\$ 2,642,284.71 (1)
	Current Month	Year To Date	
Revenue from DMV Audit (Pre-CROC)	\$ -	\$ 4,617.85	
Gross Tax Revenue	\$ 85,514.44	\$ 704,738.62	
Less: Commuter Rail Operating and Capital Fund (CROC)	\$ (23,778.10)	\$ (209,750.07)	
Net Tax Revenue	\$ 61,736.34	\$ 499,606.40	
Interest from Investment	\$ 5,378.70	\$ 33,120.36	
Total Tax & Investment Revenue	\$ 67,115.04	\$ 532,726.76	
Expenditures/Transfers	\$ (409,255.50)	\$ (695,311.00)	
PRTC Operating Fund Balance	\$ -	\$ 30,400.00	
FUND BALANCE (BEFORE UNEXPENDED ADOPTED RESOLUTIONS)			
PLUS YEAR TO DATE REVENUE LESS EXPENDITURES			\$ 2,510,100.47
FY19 Projected Motor Fuel Revenue (for remainder of fiscal year)			427,893.60
LESS: Unexpended Adopted Resolutions			\$ (1,220,803.69) (*)
Other Financing Sources/(Uses)			
Claims and Judgments	\$0.00	\$0.00	
Jurisdictional Reimbursement	\$0.00	\$0.00	
Total Projected Unencumbered Balance			\$ 1,717,190.38 (2)

ADOPTED RESOLUTIONS	AMOUNT	EXPENDITURES	BALANCE
09-11-07	\$ 93,139.69 (1)	\$ -	\$ 93,139.69
10-11-05	\$ 234,500.00 (1)	\$ -	\$ 234,500.00
13-06-08	\$ 200,000.00 (1)	\$ -	\$ 200,000.00
15-05-07	\$ 371,164.00 (1)	\$ -	\$ 371,164.00
17-07-06	\$ 116,000.00 (1)	\$ -	\$ 116,000.00
17-07-07	\$ 206,000.00 (1)	\$ -	\$ 206,000.00
18-06-07	\$ 511,311.00 (1a)	\$ 511,311.00	\$ -
18-06-13	\$ 184,000.00 (1a)	\$ 184,000.00	\$ -
Total	\$ 1,916,114.69	\$ 695,311.00	\$ 1,220,803.69 (*)

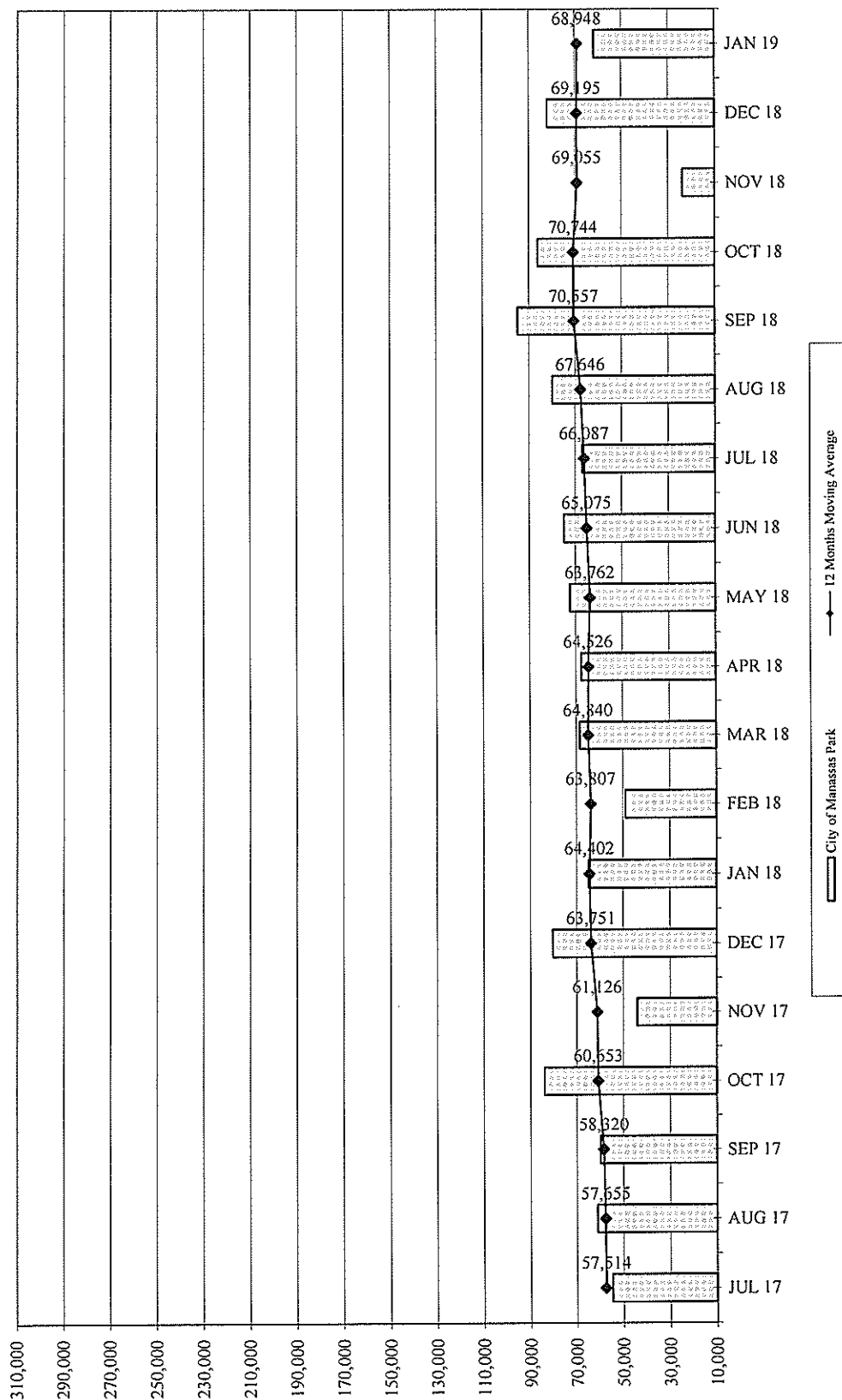
(1) Remaining balance @ 6/30/18 (1a) June 2018 resolution for FY19 expenditures

(2) Projected Unencumbered Balance equals Fund Balance plus FY19 Projected Revenue
(for remainder of fiscal year) minus Unexpended Adopted Resolutions, plus Other Financing Sources.

(*) Resolutions which have been encumbered will not be expended until funds become available.

PRTC NET FUEL TAX COLLECTIONS

FY18 and FY19



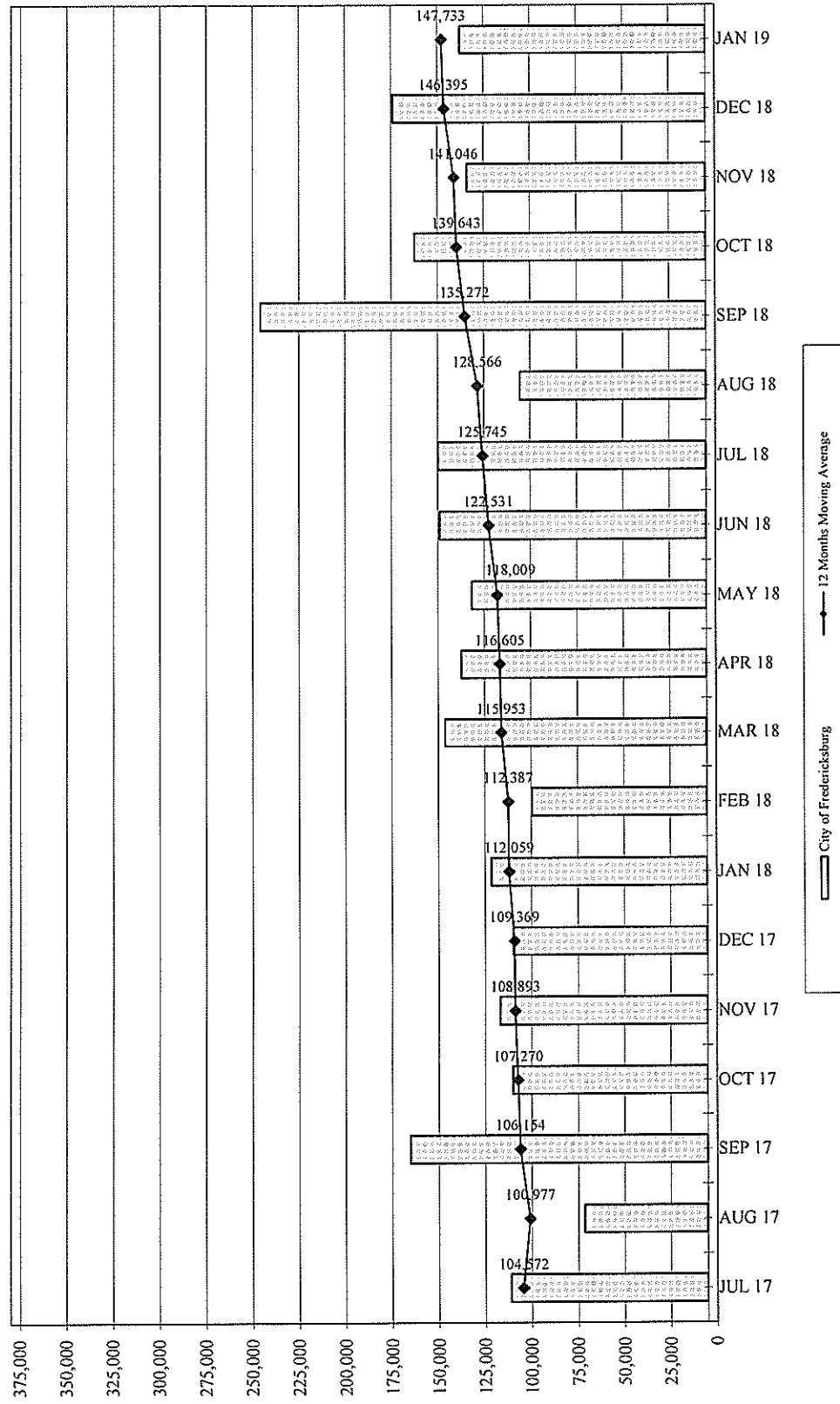
FY19 Beginning Fund Balance	\$ 1,224,460.49 (1)
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ADOPTED RESOLUTIONS	AMOUNT	EXPENDITURES	BALANCE
18-03-05	\$ 202,383.00 (1)	\$ -	\$ 202,383.00
18-06-07	\$ 436,568.00 (1a)	\$ 436,568.00	\$ -
18-06-13	\$ 40,300.00 (1a)	\$ 40,300.00	\$ -
Total	\$ 679,251.00	\$ 476,868.00	\$ 202,383.00 (*)

(*) Resolutions which have been encumbered will not be expended until funds become available.

PRTC NET FUEL TAX COLLECTIONS

FY18 and FY19



MONTHLY FINANCIAL REPORT FOR SPOTSYLVANIA COUNTY
FOR THE SEVEN MONTHS ENDING JANUARY 31, 2019

FY19 Beginning Fund Balance		\$ 4,408,178.94 (1)
	Current Month	Year To Date
Revenue from DMV Audit (Pre-CROC)	\$ -	\$ 49,347.06
Gross Tax Revenue	\$ 561,179.86	\$ 4,160,472.94
Less: Commuter Rail Operating and Capital Fund (CROC)	\$ (156,041.35)	\$ (1,068,018.13)
Net Tax Revenue	\$ 405,138.51	\$ 3,141,801.87
Interest from Investment	\$ 10,095.80	\$ 53,730.18
Total Tax & Investment Revenue	\$ 415,234.31	\$ 3,195,532.05
Expenditures/Transfers	\$ (846,217.50)	\$ (1,751,335.00)
PRTC Operating Fund Balance	\$ -	\$ 88,800.00
FUND BALANCE (BEFORE UNEXPENDED ADOPTED RESOLUTIONS)		
PLUS YEAR TO DATE REVENUE LESS EXPENDITURES		\$ 5,941,175.99
FY19 Projected Motor Fuel Revenue (for remainder of fiscal year)		1,807,998.13
LESS: Unexpended Adopted Resolutions		\$ (3,336,394.18) (*)
Other Financing Sources/(Uses)		
Claims and Judgments	\$0.00	\$0.00
Jurisdictional Reimbursement	\$0.00	\$0.00
Total Projected Unencumbered Balance		\$ 4,412,779.94 (2)

ADOPTED RESOLUTIONS	AMOUNT	EXPENDITURES	BALANCE
17-03-07	\$ 33,417.08 (1)	\$ -	\$ 33,417.08
18-01-04	\$ 179,707.10 (1)	\$ -	\$ 179,707.10
18-06-07	\$ 1,632,635.00 (1a)	\$ 1,632,635.00	\$ -
18-06-13	\$ 118,700.00 (1a)	\$ 118,700.00	\$ -
18-11-07	\$ 3,123,270.00	\$ -	\$ 3,123,270.00
Total	\$ 5,087,729.18	\$ 1,751,335.00	\$ 3,336,394.18 (*)

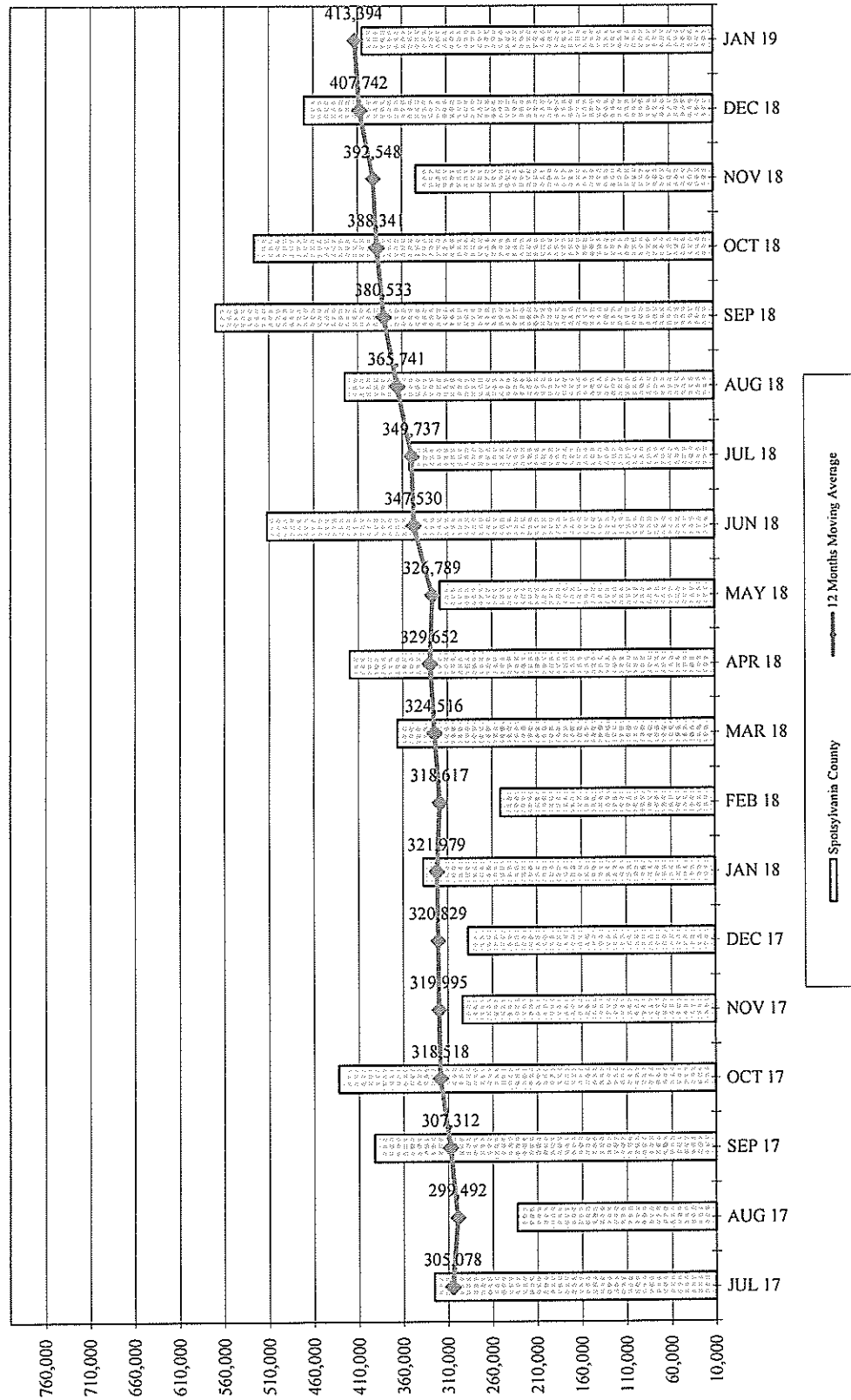
(1) Remaining balance @ 6/30/18 (1a) June 2018 resolution for FY19 expenditures

(2) Projected Unencumbered Balance equals Fund Balance plus FY19 Projected Revenue
(for remainder of fiscal year) minus Unexpended Adopted Resolutions, plus Other Financing Sources.

(*) Resolutions which have been encumbered will not be expended until funds become available.

PRTC NET FUEL TAX COLLECTIONS

FY18 and FY19



MOTION:

SECOND:

**RE: AUTHORIZATION TO BUDGET AND APPROPRIATE SPOTSYLVANIA COUNTY'S MOTOR FUELS
TAX FUNDS FOR VARIOUS FY19 TRANSPORTATION PROJECTS**

ACTION:

WHEREAS, Spotsylvania County, by Resolution 2019-17, requests approval to budget and appropriate \$3,597,970 of Spotsylvania County's motor fuels tax funds for various FY19 transportation projects as follows:

Transportation-related positions	\$238,713
FRED bus service	300,878
Debt service on previous transportation bond issues	<u>3,058,379</u>
Total	\$3,597,970

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission hereby authorizes the budgeting and appropriation of \$3,597,970 of Spotsylvania County's motor fuels tax funds for various FY19 transportation projects.

Votes:

Ayes:

Nays:

Abstain:

Absent from Vote:

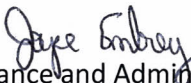
Alternate Present Not Voting:


Absent from Meeting:



April 4, 2019

TO: Madam Chair Anderson and PRTC Commissioners

FROM: Joyce Embrey 
Director of Finance and Administration

THROUGH: Robert A. Schneider, PhD 
Executive Director

SUBJECT: Authorization to Budget and Appropriate Spotsylvania County's Motor Fuels Tax Funds for Various FY19 Transportation Projects

Recommendation:

Authorize the budgeting and appropriation of Spotsylvania County's motor fuels tax funds for various FY19 transportation projects.

Background:

Spotsylvania County, by Resolution 2019-17 (attached), requests the Potomac and Rappahannock Transportation Commission (PRTC) to use \$3,597,970 from the County's portion of fuel tax revenues for various FY19 transportation projects.

Fiscal Impact:

The FY19 transportation projects are as follows:

Transportation-related positions	\$238,713
FRED bus service	300,878
Debt service on previous transportation bond issues	<u>3,058,379</u>
Total	\$3,597,970

Attachment: As stated

County of Spotsylvania
Founded 1721

Board of Supervisors
GREG BENTON
KEVIN W. MARSHALL
TIMOTHY J. McLAUGHLIN
DAVID ROSS
GARY F. SKINNER
PAUL D. TRAMPE
CHRIS YAKABOUSKI



Service, Integrity, Pride

County Administrator
MARK B. TAYLOR
Deputy County Administrators
MARK L. COLE
ED PETROVITCH
P.O. BOX 99, SPOTSYLVANIA, VA 22553
Voice: (540) 507-7010
Fax: (540) 507-7019

At a meeting of the Spotsylvania County Board of Supervisors held on February 12, 2019, on a motion by Mr. Benton and passed unanimously, the Board adopted the following resolution:

RESOLUTION NO. 2019-17

**A RESOLUTION AUTHORIZING USE OF \$3,597,970 OF FUEL TAX FUNDS FOR
VARIOUS FY 2019 TRANSPORTATION PURPOSES**

WHEREAS, Spotsylvania County ("County") is a member of the Potomac and Rappahannock Transportation District ("District"), a transportation district created pursuant to the Transportation District Act of 1964 (Code of Virginia, §33.2-1900, et seq.) which participates in the operation of a rail commuter mass transportation system (Code of Virginia, §58.1-2295); and

WHEREAS, the Potomac and Rappahannock Transportation Commission ("PRTC") is the governing body of the District; and

WHEREAS, the Commonwealth of Virginia levies a 2.1 percent sales tax on the price charged by a distributor for fuels sold to a retail dealer for retail sale in the District (§58.1-2295); and

WHEREAS, all taxes paid to the State Tax Commissioner, after subtraction of the direct costs of administration by the Tax Department, are deposited in a special fund held by the District (Code of Virginia §58.1-2299.20); and

WHEREAS, at the request of the member jurisdiction, revenue available from the fuels tax in excess of the required payments to VRE and PRTC may be expended for any transportation purpose (Code of Virginia, §58.1-2299.20); and

WHEREAS, the County planned as part of its FY 2019 budget to fund various transportation-related activities including transportation-related staff positions and operating costs, FRED transit operations, and debt service from previously issued transportation bonds; and

WHEREAS, the County desires to use a portion of the revenue from its fuel tax account for these purposes;


NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors does hereby request PRTC to budget and appropriate the following amounts for reimbursement to Spotsylvania for a portion of its actual FY 2019 transportation expenditures:

Transportation-related positions	\$238,713.00
Transportation operating costs	\$0.00
FRED bus service	\$300,878.00
Debt service on previous transportation bond issues ¹	<u>\$3,058,379.00</u>
Total	\$3,597,970.00

BE IT FURTHER RESOLVED that the County Administrator is hereby authorized and directed to submit to PRTC requests for reimbursement of expenses incurred by the County in connection with the expenditures identified above.

(SEAL)

A COPY TESTE:



Aimee R. Mann
Deputy Clerk to the Board of Supervisors

¹ Includes the 2006, 2009, 2012, 2013, 2014, 2015, 2016 and 2018 General Obligation bond issues.

PRTC Executive Director's Time

A. Follow Up From Previous Meeting

B. Executive Director's Report

- **Industry Article from CITYLAB – “Another Study Blames Uber and Lyft for Public Transit's Decline”**

Another Study Blames Uber and Lyft for Public Transit's Decline

By Laura Bliss, first appeared in CityLab January 24, 2019

When Uber and Lyft enter a city, the app-based taxis decrease rail ridership by 1.29 percent per year and decrease bus ridership by 1.7 percent, the study by three University of Kentucky researchers found.

Worse, the effect is cumulative. Authors Michael Graehler, Richard Mucci and Gregory Erhardt estimate that Uber and Lyft for example, have reduced bus ridership in San Francisco a staggering 12.7 percent since they have entered the market in 2010.

This isn't the first study to make such findings, but it is one of the broadest, helping to explain why transit ridership has declined in almost every U.S. city over recent years. These declines could not be explained by service reductions or by maintenance issues alone – although those have been an issue in Washington and New York City.

Increased service could counter the trend, but it would not be enough to make up for the damage. Graehler and his co-authors estimated that San Francisco would have to increase bus service by 25 percent to offset the effects of Uber and Lyft in depressing ridership.

The study comes as transit agencies like L.A. Metro are grappling with unexplained ridership drops. The system's ridership declined 3.4 percent last year, despite major investments in the rail network.

But the declines have occurred in almost every major city – save Seattle – and they track closely with the rise of Uber and Lyft. In New York City, Graehler points out, daily Uber and Lyft trips grew from 60,000 to 600,000 from 2015 to 2018. That's almost identical to the decline in daily transit boardings in New York: 580,000.

This makes sense, because Uber/Lyft trips are short and concentrated in city centers, which are the exact same places bus ridership is highest. What appears to happen is that travelers divert from transit to TNCs, increasing congestion for everyone, including the buses.

The study also found that bike share has an effect on transit ridership – although the relationship was a little more complex. The study found that bike share increased rail ridership, but decreased bus ridership by 1.7 percent.

The results of their study suggest that the recent decline in transit ridership in major U.S. cities cannot be attributed to transit service cuts alone. The ridership decline is steepest from 2015 onwards, and correlates with the introduction of Uber into a market.

Transit agencies may not have the resources to increase service at the scale needed to counteract the effects of Uber and Lyft. On average they would need a 20 percent increase, Erhardt said.

A more effective approach may be to think beyond the bounds of transit agencies to consider policies such as congestive pricing, or a broader rethinking of how right-of-way is allocated in the urban streetscape between cars, transit, bicycles, pedestrians and other uses, Erhardt said.

So What? How can OMNIRIDE compete with TNCs?

Uber introduced its service in the Richmond area in August 2014, prompting state lawmakers to take action to regulate the emerging ride-hailing industry. In July 2015, Virginia began requiring such transportation network company drivers – people who use their personal vehicles to earn money through smartphone app-based platforms such as Uber and Lyft - to register as part of a larger framework of rules for what was then a new business model.

Legislation passed in 2017 that repealed the requirement for Uber and Lyft driver vehicle registration, with that law taking effect March 25th. In less than two years, the growth in the number of drivers in the ride-hailing platforms grew 14-fold, according to numbers from the DMV. At the time of the legislation, more than 184,000 Uber and Lyft partner vehicles were registered with the DMV.

Indeed.com reports that Lyft driver monthly salaries in the state of Virginia average \$3,782 per month. This salary is 116 percent above the national average. Advertisements for Lyft claim top drivers earn \$23 per hour driving with Lyft in Washington DC.

Ride-hailing effects are so substantial that, if the current trend continues, bus service in cities studied could be hit nearly 13% over the next 8 years.

Fewer residents in our service area are taking public transit each year. OMNIRIDE should partner with Uber and Lyft. The TNC apps could include public transit options. It's a commitment to transportation equity for all riders.

As it stands for OMNIRIDE passengers, the process of using public transit is cumbersome, making the experience undesirable, deterring riders. Calling an Uber or Lyft is more convenient than taking public transit. In addition, ride-sharing apps eliminate the confusing transit schedules and map navigation that plague public transit, particularly when there's a need to switch from a train to a bus or another service. There's instant gratification of a guaranteed wait time, and the apps accurately predict arrival times according to traffic patterns and routes, while also dealing with the payment.

Ride-hailing apps are great for large hub stations and as a first-mile/last mile supplement to train transit service, but not so much for bus companies that are now forced to compete directly with them. The only way to combat declining bus ridership, is by embracing the customer-service-centric features that make Uber and Lyft so popular and include them in public transit. This is happening in cities like Las Vegas where their mobile ticketing app provides mobile ticketing, route planning, access to upcoming arrival times and determining the location of buses in real time.

OMNIRIDE could partner with Uber and/or Lyft for a "guaranteed ride home program", which could offer four free Uber or Lyft rides a year to qualifying riders in certain conditions. Los Angeles addressed some public transit issues by doing this and experienced an 8.6 percent increase in light rail ridership. Creating a harmonious public transit ecosystem should be centered on ease and convenience for riders in order to be successful.

Presentations and Information Items

- **Strategic Plan Update**



Strategic Plan Update PRTC Commission Meeting April 4, 2018

Chuck Steigerwald
Director of Strategic Planning

Design Thinking

- AKA Human Centered Design
- Design engineering should be human-centered
- Agile project management
- Creates team environments that are collaborative and innovative
- Thoughtful design, rapid prototyping, and quick, real-world testing

Central Tenets

- Everything starts and ends with understanding people
- Empathy provides critical insight
- Prototype quickly to gain insights
- Adaptable to an organization while maintaining the core elements

Design Thinking Iterative Process

- Empathize
- Define
- Ideate
- Prototype
- Test

How Design Thinking Fits In

- More project-based efforts
- Formalize agile processes
- Adaptive to organizational size
- Productive partnerships
- Builds internal communication

Coming Up Next

Strategic Plan progress

PRTC Action Items

- A. RES Approval of the Process for Implementing Service and Fare Adjustments in Response to Major Events Significantly Impacting OMNIRIDE Service
- B. RES Approve the I-395/95 Commuter Choice FY2020 Inaugural Program Project and Selection Process and Technical Evaluation Criteria
- C. RES Authorize the Initiation of the I-395/95 Commuter Choice FY2020 Inaugural Program Call for Projects

MOTION:

SECOND:

**RE: APPROVAL OF THE PROCESS FOR IMPLEMENTING SERVICE AND FARE
ADJUSTMENTS IN RESPONSE TO MAJOR EVENTS SIGNIFICANTLY IMPACTING
OMNIRIDE SERVICE**

ACTION:

WHEREAS, the recent partial Federal government shutdown had a negative impact on OMNIRIDE ridership, which was accompanied by a commensurate loss in fare revenue; and

WHEREAS, management determined a need to establish a process for implementing service and fare adjustments in response to major events which are having a significant impact on OMNIRIDE services ridership and fare collection; and

WHEREAS, management has established impact thresholds to determine if service and fare adjustments are warranted; and

WHEREAS, any service and fare adjustment plan would take ridership and revenue collection into consideration; and

WHEREAS, a detailed plan which outlines the service and fare adjustments by service type and fare collection impacts shall be provided to PRTC's Chair; and

WHEREAS, concurrence from the PRTC Chair is required to implement the proposed service and fare adjustment plan; and

WHEREAS, management would seek approval from the Chair if further service and fare adjustments are necessary in response to a longer-term event.

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission does hereby approve management's recommended process to implement service and fare adjustments in response to major events that significantly impact OMNIRIDE services.

BE IT FURTHER RESOLVED that concurrence from the Potomac and Rappahannock Transportation Commission Chair is required to implement any service and fare adjustments in response to major events that significantly impact OMNIRIDE services.

BE IT FURTHER RESOLVED that the Potomac and Rappahannock Transportation Commission does hereby direct the Executive Director to inform the Commission of any potential service or fare adjustment plans, and relevant timelines, before implementing any service and fare adjustments.

Votes:

Ayes:

Nays:

Abstain:

Absent from Vote:


Alternate Present Not Voting:


Absent from Meeting:



April 4, 2019

TO: Madam Chair Anderson and PRTC Commissioners

FROM: Perrin A. Palistrant 
Director of Operations and Operations Planning

THROUGH: Robert A. Schneider, PhD 
Executive Director

SUBJECT: Approval of the Process for Implementing Service and Fare Adjustments in Response to Major Events Significantly Impacting OMNIRIDE Services

Recommendation:

Approval of the Process to implement service and fare adjustments in response to major events significantly impacting OMNIRIDE services.

Background:

On December 21, 2018, approximately 800,000 Federal employees, many of whom live and work in the Washington, DC Metropolitan area, were either furloughed or required to work without pay. As a result, OMNIRIDE express service experienced continual decline in ridership, which was not associated with holidays or inclement weather. From January 1 through January 25, express service ridership declined approximately 15.6 percent, 788 passengers per day, resulting in a loss of fare revenue of \$5,169 per day.

During the recent Government shutdown, ridership declined significantly enough that should a major event occur in the future that negatively affects OMNIRIDE services, management would recommend implementing service and fare adjustments that take ridership and fare revenue collection into consideration. Operating at normal service levels, coupled with fare revenue loss creates a budgetary strain. Events that have a significant positive impact on OMNIRIDE services could result in demand exceeding scheduled capacity creating a strain on existing resources. Should a major event continue for an extended period of time, further service and fare adjustments may be necessary.

Management is recommending the following process:

- Should a significant regional event occur that results in a ridership decline or increase of 15% or greater and lasting longer than two consecutive weeks, temporary adjustments to service levels and fares will be considered.
- Once management determines that these conditions exist, management will develop a proposed service and fare adjustment plan (Plan) that includes the following:
 - Service level changes by service type (Express, Metro Express, Local) with explanation and assurance that the recommended service levels will be sufficient to meet demand.
 - Changes to fare structure, if warranted, with explanation of any anticipated fare revenue loss or gain.
 - Implementation timeline including duration, if known.
 - Timeline for return to normal service and fare levels, if known.
- Concurrence from the PRTC Chair is required to proceed with the implementation of the plan. The Chair may convene an Executive Committee meeting to discuss the impacts of the proposed plan, if necessary.

Following approval from the Chair, all Commission members will be notified of the Plan details, including relevant timelines, prior to implementing the Plan.

Fiscal Impact

The fiscal impact will need to be determined on a case-by-case basis and would be included in the proposed Plan.

MOTION:

SECOND:

RE: APPROVE THE I-395/95 COMMUTER CHOICE FY2020 INAUGURAL PROGRAM PROJECT AND SELECTION PROCESS AND TECHNICAL EVALUATION CRITERIA

ACTION:

WHEREAS, the agreement between the Commonwealth and 95 Express Lanes, LLC secured an annual payment for transit services of \$15 million per year, escalating by 2.5 percent per year, to fund multimodal projects along the I-395/95 corridor; and

WHEREAS, the Memorandum of Agreement (MOA) adopted by the Northern Virginia Transportation Commission (NVTC) and the Potomac and Rappahannock Transportation Commission (PRTC) in November 2017, and adopted by the Commonwealth Transportation Board (CTB) in December 2017, between the CTB, NVTC, PRTC, Department of Rail and Public Transportation (DRPT), and Virginia Department of Transportation (VDOT) requires:

1. A request for projects from all jurisdictions that are members of either NVTC or PRTC and other public transportation providers providing service in those jurisdictions.
2. The selection and technical evaluation of projects by NVTC/PRTC, the development of a funding strategy for each proposed project, and the submission of each proposed project by NVTC/PRTC to the CTB.
3. NVTC/PRTC to hold a public hearing prior to NVTC/PRTC's selection of projects for submission to the CTB; and

WHEREAS, the Memorandum of Agreement between NVTC and PRTC for Distribution and Allocation of I-395 Annual Transit Investment Funds, adopted by both Commissions in January 2019, establishes that NVTC will administer the Commuter Choice program; and

WHEREAS, the Joint Commission Working Group, composed of members from NVTC and PRTC; the NVTC Program Advisory Committee; and the staff working group, composed of staff from jurisdictions and transit agencies within the NVTC and PRTC districts, endorsed the Project Selection Process and Technical Evaluation Criteria for the I-395/95 Commuter Choice FY2020 Inaugural Program.

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission hereby approves the Project Selection Process and the Technical Evaluation Criteria for the I-395/95 Commuter Choice FY2020 Inaugural Program

ITEM 11B
April 7, 2019
PRTC Regular Meeting
Page Two

Votes:

Ayes:

Nays:

Abstain:

Absent from Vote:


Alternate Present Not Voting:

Absent from Meeting:



April 4, 2019

TO: Madam Chair Anderson and PRTC Commissioners

FROM: Robert A. Schneider, PhD 
Executive Director

SUBJECT: Approve the I-395/95 Commuter Choice FY2020 Inaugural Program Project and Selection Process and Technical Evaluation Criteria

Recommendation:

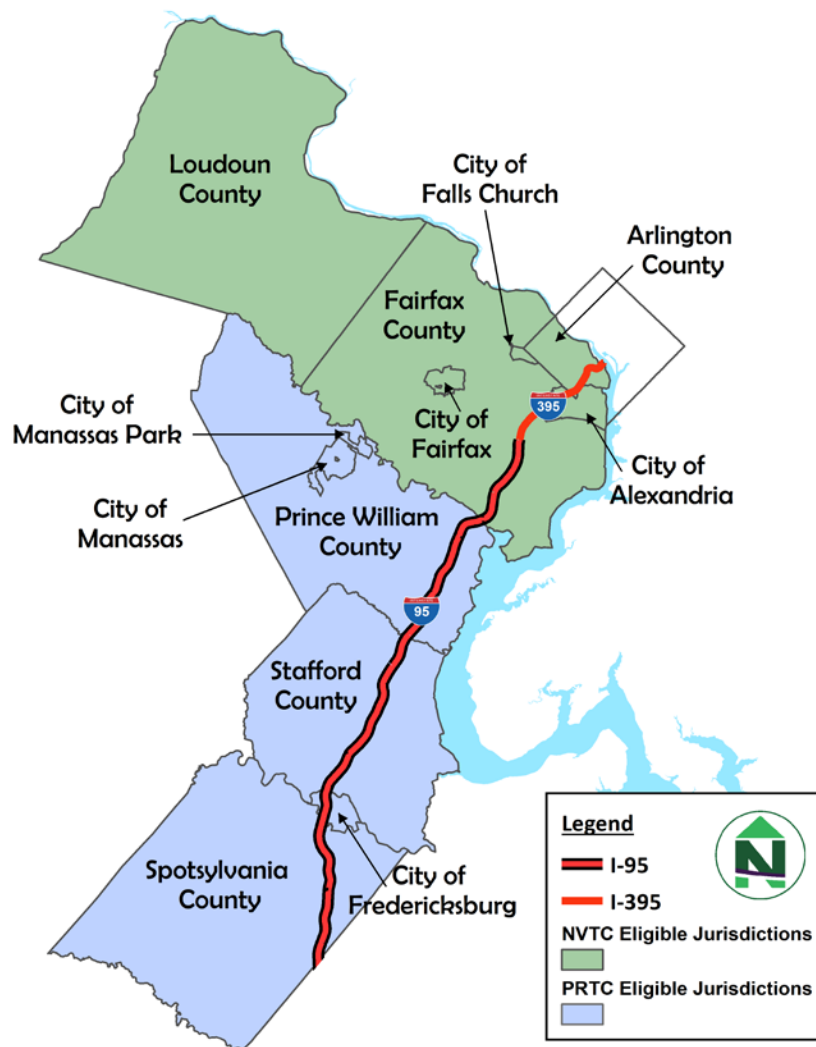
Approve the I-395/95 Commuter Choice FY2020 Inaugural Program Project and Selection Process and Technical Evaluation Criteria

Background:

As a part of the agreement between the Virginia Department of Transportation (VDOT) and 95 Express Lanes, LLC, the Commonwealth secured an annual payment for transit services of \$15 million per year, escalating by 2.5 percent per year, beginning on the commencement of tolling through the life of the 70-year agreement. Approved by the Northern Virginia Transportation Commission (NVTC) and the Potomac and Rappahannock Transportation Commission (PRTC) at their November 2017 meetings and by the Commonwealth Transportation Board (CTB) at its December 2017 meeting, the I-395/95 Memorandum of Agreement with NVTC and PRTC allocates \$15 million per year plus escalation to NVTC and PRTC to fund multimodal projects along the I-395/95 Express Lanes Corridor. The resulting program is the I-395/95 Commuter Choice Program. Figure 1 shows a map of eligible jurisdictions.

As resolved in the Memorandum of Agreement (MOU) between NVTC and PRTC for distribution and allocation of I-395 Annual Transit Investment Funds, approved by NVTC and PRTC in January 2019, NVTC staff will be administering the I-395/95 Commuter Choice program. The proposed Program of Projects will be jointly approved by the two Commissions prior to submission to the CTB. An I-395/95 Commuter Choice Joint Commission Working Group, made up of Commissioners from NVTC and PRTC, and chaired by Jeff McKay, was established to help facilitate the development of the various decision documents prior to submission to the Commissions for approval.

Figure 1: Map of Eligible Jurisdictions

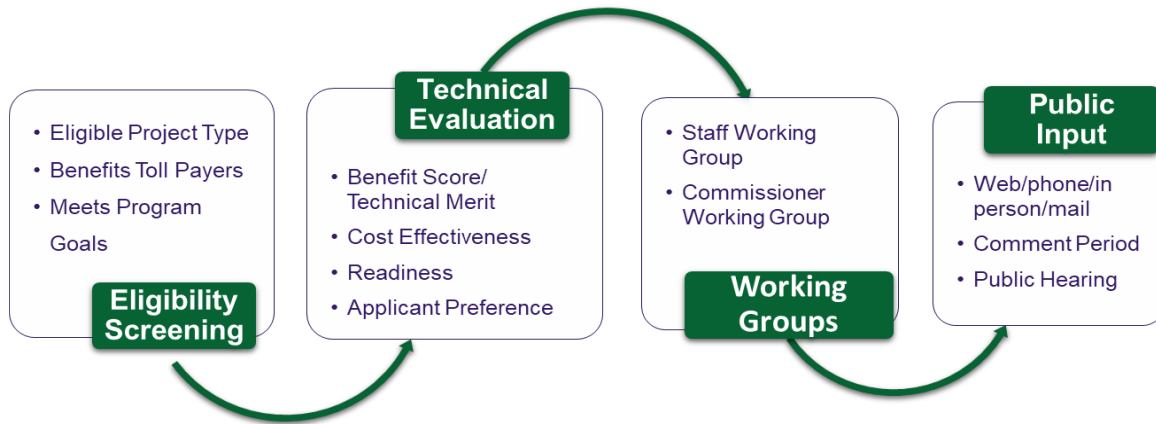


Project Selection Process and Technical Evaluation Criteria

To meet the accelerated schedule noted above, and to align the two Commuter Choice programs, staff recommends using existing technical materials and procedures developed and vetted through the I-66 Commuter Choice program to expedite the delivery of the I-395/95 Commuter Choice FY2020 Inaugural Program.

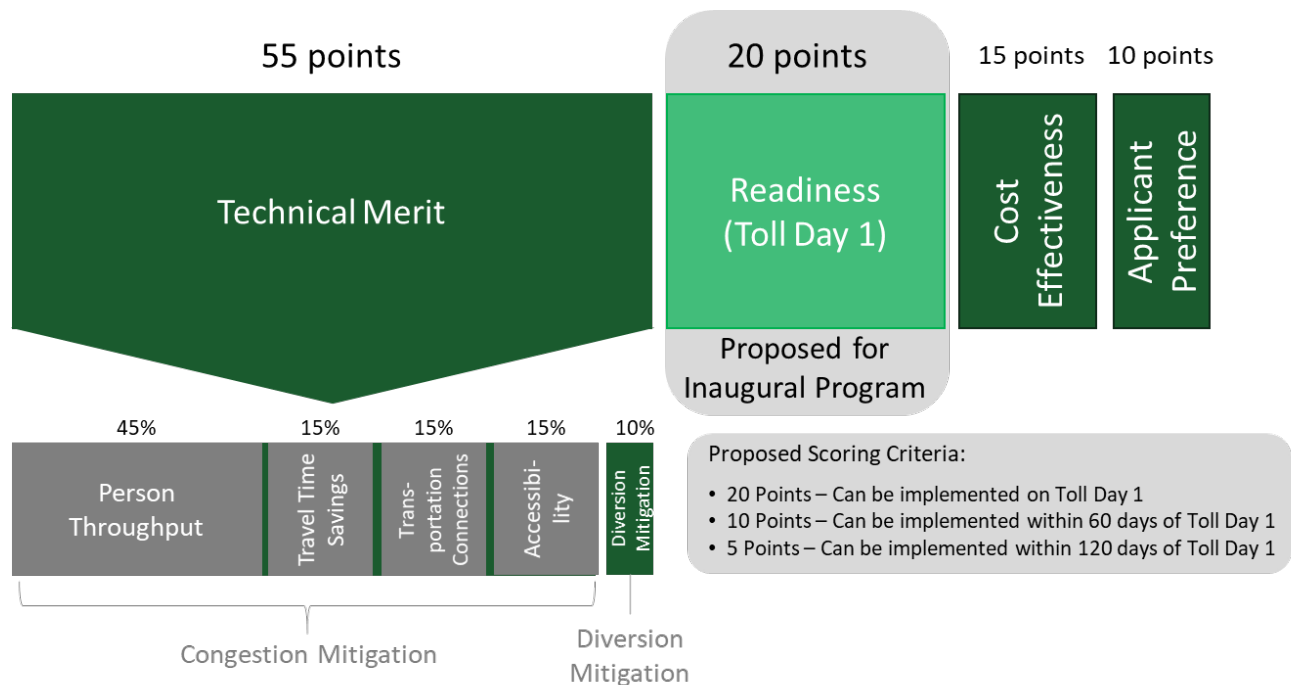
Based upon the requirements of the MOA, and lessons learned from the I-66 Commuter Choice program, NVTC staff propose the following project selection process (Figure 2) for the I-395/95 Commuter Choice FY2020 Inaugural Program:

Figure 2: I-395/95 Commuter Choice Project Selection Process



As the I-395/95 Commuter Choice program and I-66 Commuter Choice program are nearly identical in program goals, criteria, and reporting, NVTC staff proposes that the I-395/95 technical evaluation criteria (Figure 3) be based on the I-66 Commuter Choice program. Priorities for scoring will focus on technical merit (congestion and diversion mitigation) and cost effectiveness, as well as the priority for a given project by the applicant. In addition, staff proposes that a project be scored higher if it can be ready on or near Toll Day 1 (readiness).

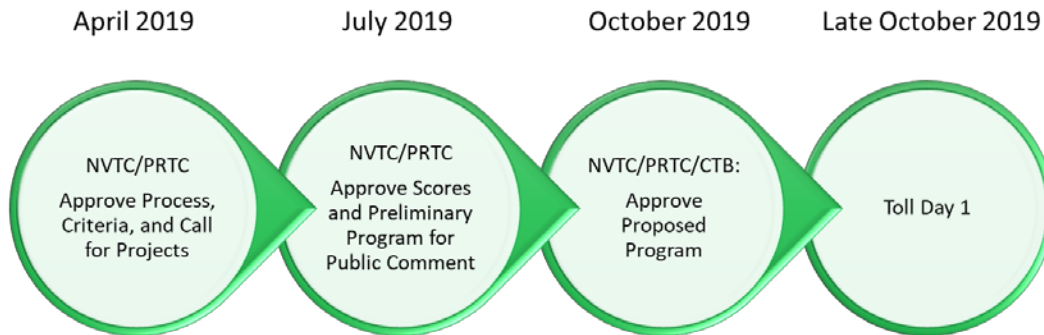
Figure 3: Inaugural I-395/95 Commuter Choice Program Technical Evaluation Criteria



Program Schedule and Next Steps

In anticipation of Toll Day 1 in October 2019, NVTC staff prepared a timeline (Figure 4) with key milestones that will permit the development and implementation of an Inaugural I-395/95 Commuter Choice program with projects that will provide transportation options to commuters on Toll Day 1 scheduled for late October 2019.

Figure 4: Schedule for I-395/95 Commuter Choice Inaugural Program



Following receipt and evaluation of the projects, the two Commissions will be asked to approve the publication of projects scores for public comment and then will be asked to approve the submission of the FY2020 Inaugural I-395/95 Commuter Choice Program of Projects to the Commonwealth Transportation Board.

Fiscal Impact:

NA



I-395/95 Commuter Choice FY2020 Inaugural Program Project Selection Process and Technical Evaluation Criteria

Program Background

Eligible applicants for the I-395/95 Commuter Choice program include all NVTC and PRTC jurisdictions and any public transit providers that serve those jurisdictions. Similar to the [Transform I-66 Memorandum of Agreement between the Commonwealth and NVTC](#), eligible I-395/95 Commuter Choice projects include transit capital and operations, park and ride lots, Transportation Demand Management (i.e., carpool/vanpool, transit incentives), and roadway operational improvements. Metrorail, Metrobus and the Virginia Railway Express operations and capital are specifically called out as eligible projects in the proposed agreement.

The sections below detail the program application process, the project selection process and the technical evaluation criteria for the I-395/95 Commuter Choice FY2020 Inaugural Program, scheduled for implementation to select projects to be operational on or near Toll Day 1, scheduled for late October 2019.

Call for Projects Background

The I-395/95 Memorandum of Agreement between the Commonwealth and NVTC/PRTC specifically requires key elements of the project selection process:

1. A request for projects from all jurisdictions that are members of either NVTC or PRTC and other public transportation providers providing services in those jurisdictions.
2. The selection and technical evaluation of projects by NVTC/PRTC, the development of a funding strategy for each proposed project, and the submission of each proposed projects by NVTC/PRTC to the CTB.

In addition, the MOA requires NVTC and PRTC to hold a public hearing held prior to NVTC/PRTC's selection of projects for submission to the CTB.

The I-395/95 Commuter Choice program and I-66 Commuter Choice program, while different in geography, are nearly identical in program goals, criteria, and reporting. Both programs must fund projects that benefit toll payers of the respective corridor and must be used to fund multimodal projects that demonstrate their ability to meet the improvement goals. As such, the

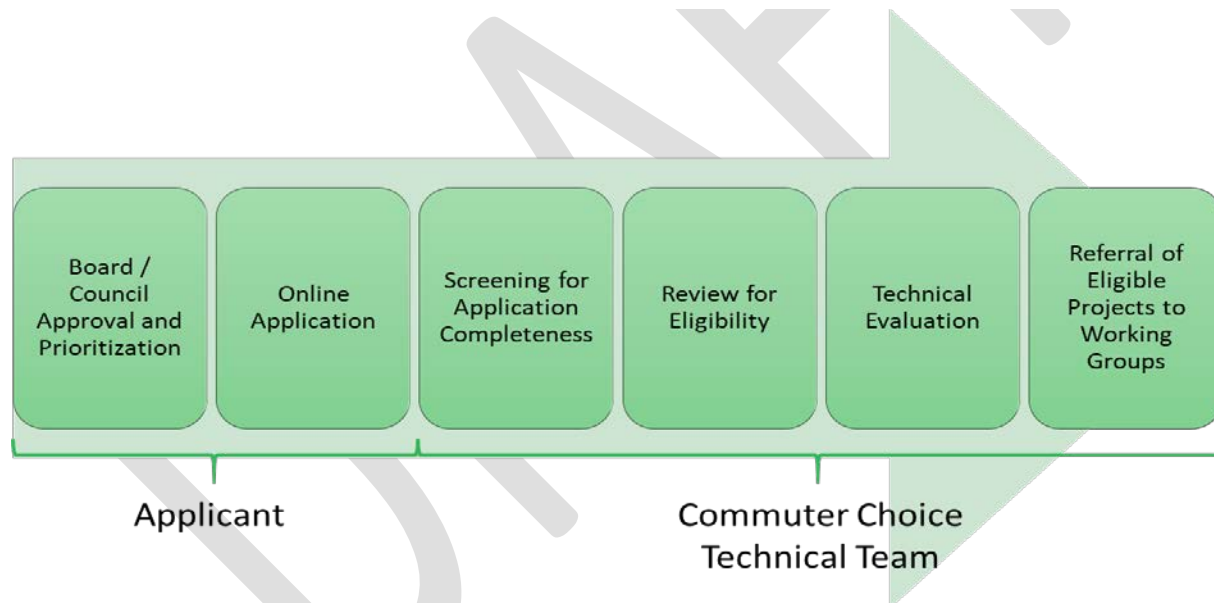
approach and criteria for the I-395/95 Commuter Choice program are modeled after the I-66 Commuter Choice program.

As resolved in the [Memorandum of Agreement between NVTC and PRTC for Distribution and Allocation of I-395 Annual Transit Investment Funds](#), approved by NVTC and PRTC in January 2019, NVTC staff will be administering the I-395/95 Commuter Choice program. The proposed Program of Projects will be jointly approved by the two Commissions prior to submission to the Commonwealth Transportation Board. A I-395/95 Commuter Choice Joint Commission Working Group, made up of members of NVTC and PRTC and chaired by Jeff McKay, was established to help facilitate the development of the various decision documents prior to submission to the Commissions for approval.

A. Application Process

The application process is a joint effort between the applicant and the Commuter Choice technical team. The application process outlined below (Figure 1) articulates the roles and responsibilities during the application process.

Figure 1: I-395/95 Commuter Choice Application Process



The Applicant (*eligible applicant per the MOA*) is responsible for the following tasks and ongoing communication with the Commuter Choice technical team:

- Facilitating internal coordination with planning, operations, budget, leadership, etc.
- Obtaining the following from governing body:
 - Approval of project(s)
 - Authorization to apply and execute grant agreement(s) – if project is awarded funding
 - Prioritized list of projects (if more applications than one)
- Completing online application
- Responding to questions from the technical team regarding application details

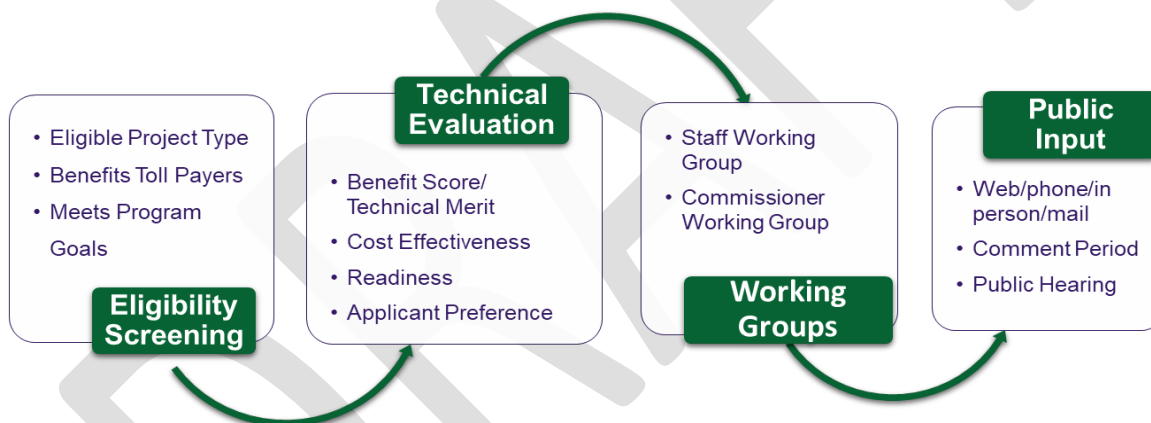
The Commuter Choice Technical Team (composed of staff from NVTC and PRTC, with consultant support) is responsible for the following tasks and ongoing communication with applicants:

- Ongoing coordination with and resource for applicants and awardees
- Determining project eligibility
- Performing technical evaluation and generate project scoring
- Coordination with the staff working group, Joint Commission Working Group, Program Advisory Committee (NVTC), and Commissions
- Execution of SPAs (Standard Project Agreements)

B. Project Selection Process

To meet the accelerated schedule noted above and to align the two Commuter Choice programs, the I-395/95 Commuter Choice program uses existing technical materials and procedures developed and vetted through the I-66 Commuter Choice program to expedite the delivery of the I-395/95 Commuter Choice FY2020 Inaugural Program. Figure 2 denotes the project selection process.

Figure 2: I-395/95 Commuter Choice Project Selection Process



The first step in the application review process is a **screening for eligibility**. NVTC screens submitted projects to determine if each project meets the following eligibility criteria as established by **Section II.D.1** of the MOA with the Commonwealth:

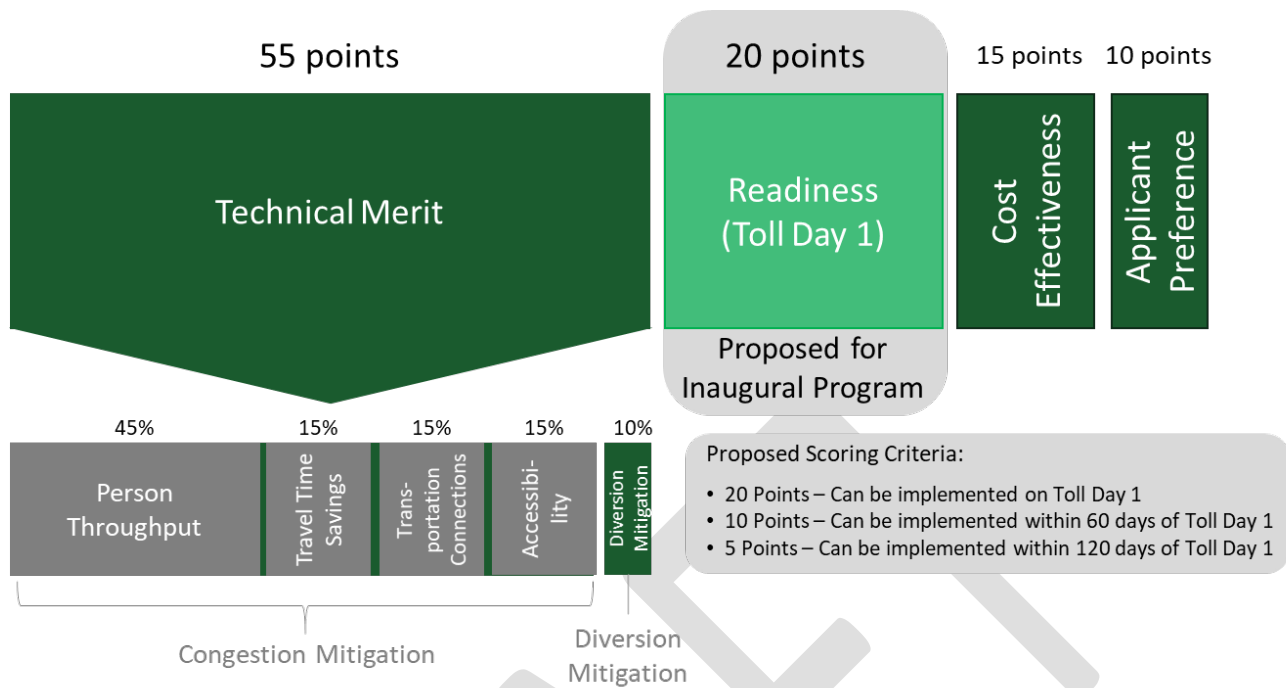
- A. Must reasonably relate to or benefit the toll-paying users of the I-395/95 project.
- B. Must have the capacity to attain one or more of the following improvement goals:
 - i. Maximize person throughput in the corridor, and
 - ii. Implement multi-modal improvements to:
 - Improve mobility along the corridor,
 - Support new, diverse travel choices, and
 - Enhance transportation safety and reliability.
- C. Must be one of the following types of multi-modal transportation improvements serving the corridor (including adjacent and nearby routes):

- i. New or enhanced local and commuter bus service, including capital and operating expenses (e.g. fuel, tires, maintenance, labor, and insurance), and transit priority improvements;
 - ii. Expansion or enhancement of transportation demand management strategies, including without limitation, vanpool, and formal and informal carpooling programs and assistance;
 - iii. Capital improvements for expansion or enhancement of WMATA rail and bus service, including capital and operating expenses, and improved access to Metrorail stations and Metrobus stops;
 - iv. New or enhanced park and ride lot(s) and access or improved access thereto;
 - v. New or enhanced VRE improvements or services, including capital and operating expenses;
 - vi. Roadway improvements in the corridor (including adjacent and nearby routes);
 - vii. Transportation Systems Management and Operations as defined in 23 USC § 101(a)(30) on September 30, 2017; or
 - viii. Projects identified in Commonwealth studies and plans or projects in the region's constrained long-range plan (including without limitation the I-95/395 Transit and TDM Study) or regional transportation planned approved by the Northern Virginia Transportation Authority (NVTa), as any such plan may be updated from time to time.
- D. Must demonstrate that the ATI-Funded projects will be in compliance with all applicable laws, rules, and regulations and have or will receive all required regulatory approvals.

C. Technical Evaluation Criteria

As the I-395/95 Commuter Choice program and I-66 Commuter Choice program are nearly identical in program goals, criteria, and reporting, the I-395/95 technical evaluation criteria and weighting are similar to the I-66 Commuter Choice program. Priorities for scoring focus on technical merit (congestion and diversion mitigation) and cost effectiveness, as well as the priority for a given project by the applicant. In addition, a project will score higher if it can be ready on or near Toll Day 1 (readiness).

Figure 3: I-395/95 Commuter Choice FY2020 Inaugural Program Technical Evaluation Criteria



As documented in Figure 3, the technical evaluation process calculates a quantitative project score (with a maximum possible 100 points) using the following criteria:

- Technical Merit (i.e. expected ability of the project to address some or all of the I-395/95 improvement goals) – maximum 55 points
- Cost Effectiveness (i.e. the impact created per million dollars of toll revenue investment) – maximum 15 points
- Toll Day 1 Ready (i.e. points to be assigned based on readiness on or shortly after Toll Day 1) – maximum 20 points
- Applicant Preference (i.e. how the project ranks in priority or preference among the other projects submitted by each specific applicant) – maximum 10 points

Each element of the project score is calculated relative to the other projects in the application year. The intent is to provide an assessment of which potential projects will have greater impacts compared to the other submitted projects, and to align with processes used by other discretionary programs.

A. TECHNICAL MERIT

The weighted criteria used to evaluate the technical merit of a project are noted in the table below. Projects are evaluated based on the degree to which they satisfy each technical merit criteria (e.g. higher satisfaction of the criteria, medium satisfaction of the criteria, or lower satisfaction of the criteria).

Table 1: I-395/95 Commuter Choice FY2020 Inaugural Program Technical Merit Criteria

Evaluation Category	Technical Merit Criteria Objective	Maximum Score
Congestion Relief	Person Throughput To move people through the corridor efficiently	45
	Peak Period Travel Time To provide consistent travel time during congested period for users of the corridor and improve operational efficiency in the transportation network.	15
	Connectivity To create, complete, or link transportation network elements and/or modes	15
	Accessibility To provide access to opportunity	15
Diversion Mitigation	To mitigate impacts of trips diverted from I-395/95 as a result of tolling and/or HOV restrictions	10

i. Congestion Relief – Person Throughput (45 points)

The objective of the person throughput technical merit criteria is to assess the number of people and vehicles moved through the corridor by, or resulting from, a submitted project.

Numerically, the person throughput technical criteria score represents approximately 45 percent of the technical merit score.

For projects primarily affecting non-motorized travel modes (e.g. bike, walk, and some TDM strategies), the project will be given a “Lower” score if the project can be reasonably assumed to increase person throughput. If there are no expected changes to throughput, the project will be given “No Score.”

This scoring recognizes the throughput benefits of projects geared towards non-motorized modes, but also realizes those benefits may not be within the same scale as the throughput benefits potentially realized by projects geared towards motorized travel. However, if the project can be demonstrated to result in a strong increase in the corridor’s person throughput, the scoring methodology described for motorized travel modes may be applied.

For projects primarily affecting motorized travel modes (e.g. vehicular, transit, and some TDM strategies), the project will be assessed based on the calculated increase in person throughput divided by the number of vehicles involved in that increase. “Higher” and “Medium,” and “Lower” scores will be distributed among projects based on this calculated result. The top third highest persons per vehicle will be scored “Higher”, the 2nd highest third will be scored “Medium”, and the remaining third will be scored “Lower.”

ii. Congestion Relief – Peak Period Travel Time (15 points)

The objective of the peak period travel time technical merit criteria is to assess how well a project is suited to provide or support consistent travel time during congested periods for users of the corridor as well as to improve the operational efficiency of the transportation network.

Each project will be assigned a score of “Higher,” “Medium,” “Lower,” or “No Score” based on the likelihood of significant, moderate, minimal, or no reductions in per person congested travel time compared to a similar commute without the project.

Higher – project is likely to result in reductions (30 percent or greater) in peak direction total travel time per person

Medium – project is likely to result in reductions (15 to 30 percent) in peak direction total travel time per person

Lower – project is likely to result in reductions (5 to 15 percent) in peak direction total travel time per person

No Score – project is likely to result in no change (less than 5 percent) in peak direction peak hour travel time

Each project will be categorized by project type, travel time of a comparable trip (including a non-tolled vehicular trip), and serviced population. Projects that move more people through the corridor, faster and more efficiently, in the peak directions during the peak period will be identified as having a higher likelihood for moderate or significant travel time reductions.

iii. Congestion Relief – Connectivity (15 points)

The objective of the connectivity criteria is to assess how well a project is suited to create, complete, or link transportation network elements and/or modes. The measurement of this criteria is based on the number of created or enhanced connections between modes and the promotion of transportation choice in daily travel.

Each project will be assessed for potential impacts on modal interaction and transportation choice in the corridor and assigned a score of “Higher,” “Medium,” “Lower,” or “No Score.”

Higher – project provides or enhances connections between two or more travel modes

Medium – project provides new modal connections AND/OR further promotes transportation choice AND/OR completes a significant existing gap in the transportation network

Lower – project has minimal or no impact on connectivity

No Score – project creates a barrier between modes OR results in a loss of travel options

iv. Congestion Relief – Accessibility (15 points)

The objective of the accessibility criteria is to evaluate the project’s ability to provide people with opportunities along the corridor. This measure is based on the connections created or enhanced between people and activity centers.

Each project is assigned a score of “Higher,” “Medium,” “Lower,” or “No Score” based on an assessment of the projects improvement to transportation options and connect people with their destinations.

Higher – project connects travelers to two or more activity centers

Medium – project connects travelers to at least one activity center

Lower – project addresses, improves, OR enhances “first/last mile” travel between home/employment locations and transit or carpool/vanpool facilities

No Score – project does not connect travelers to activity centers nor improve “first/last mile” travel

Projects that support travel to one or more of the activity centers will be considered for the high or medium evaluation scores. Activity centers are based on locations identified on the maps at the end of this document:

- Figure 4: Fredericksburg Area Metropolitan Planning Organization (FAMPO) Long Range Transportation Plan Activity Centers (projected for 2045).
- Figure 5: Metropolitan Washington Council of Governments Regional Activity Centers (projected for 2045).

Projects will also be assessed on how well they address, improve, or enhance “first/last mile” travel between transit or multimodal hubs (such as park-and-ride lots with transit service) and home or work locations.

v. Diversion Mitigation (10 points)

The objective of the diversion mitigation criteria is to assess how well a project is suited to mitigate the impacts of trips that are diverted from I-395/95 onto parallel routes because of tolling and/or the high occupancy vehicle restrictions. This measure reflects jurisdictions’ concerns that tolling policies may negatively impact parallel roadways and neighborhoods in the corridor.

Each project is assigned a score of “Higher,” “Medium,” “Lower,” or “No Score” based on the project type and an assessment of potential for trip diversion mitigation.

Higher – project provides, supports, or enhances transit service that attracts trips that are diverted from I-395/95 due to tolling or HOV restrictions

Medium – project provides, supports, or enhances carpool or vanpool services that attracts trips that are diverted from I-395/95 due to tolling or HOV restrictions

Lower – project provides, supports, or enhances operational or geometric improvements along a roadway in the corridor that may be used by trips that are diverted from I-395/95 due to tolling or HOV restrictions OR otherwise is another project type not specified in the “Higher” or “Medium” categories that can be demonstrated to mitigate diversion from I-395/95 due to tolling or HOV restrictions

No Score – project does not mitigate the impacts of diversion

Consideration will be given to locations where trip diversion is expected based on most-recently available I-395/95 traffic analysis at the time of the technical evaluation.

B. COST EFFECTIVENESS

The objective of cost effectiveness is to identify solutions to multimodal issues that can be achieved with a responsible application of available tolling revenue. This measure is based on a comparison of the technical merit criteria scores with the requested program funding.

For each project, the cost effectiveness score will be calculated as the sum of the technical merit criteria scores divided by funding request. Cost effectiveness will be expressed as technical merit score per million dollars of funding.

Projects will be ranked according their cost effectiveness. The top third will be given a “Higher” score, the middle third will be given a “Medium” score, and the bottom third will be given a “Lower” score.

C. READINESS

For the initial I-395/95 Commuter Choice program and due to the compressed timeframe to implement the inaugural program, “Toll Day 1 Ready” will replace the scoring category of “Regional Priorities” used in the ongoing I-66 Commuter Choice program. For subsequent I-395/95 Commuter Choice call for projects, “Regional Priorities” would be restored to ensure a thorough discussion regarding program priorities within the NVTC and PRTC districts.

Projects would be assigned the following point values based on project readiness:

- 20 Points – Ready by Toll Day 1
- 10 Points – Ready by Toll Day 1 + 60 Days
- 5 Points – Ready by Toll Day 1 + 120 Days

D. APPLICANT PREFERENCE

As part of the application, each applicant is required to rank their application submissions in priority order. Application materials must include board or counsel certification of project ranking. The top ranked project for each applicant will be given 10 points. Should a project that is ranked highest be determined ineligible or otherwise withdrawn by the applicant during the application period, the 10 points will be assigned to the next highest-ranking project for that applicant.

**Figure 4: Fredericksburg Area Metropolitan Planning Organization (FAMPO)
Long Range Transportation Plan Activity Centers (Projected for 2045)**

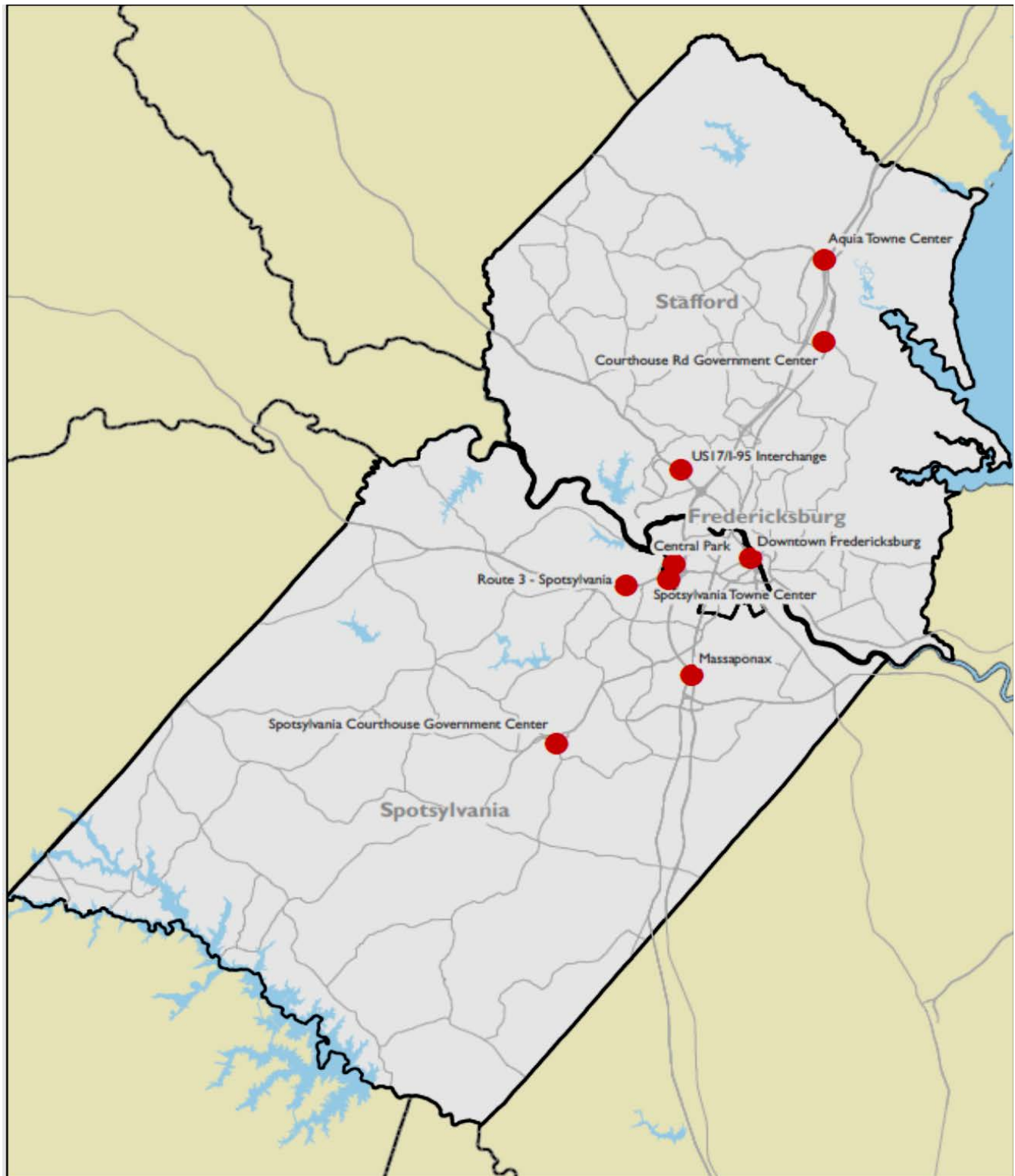
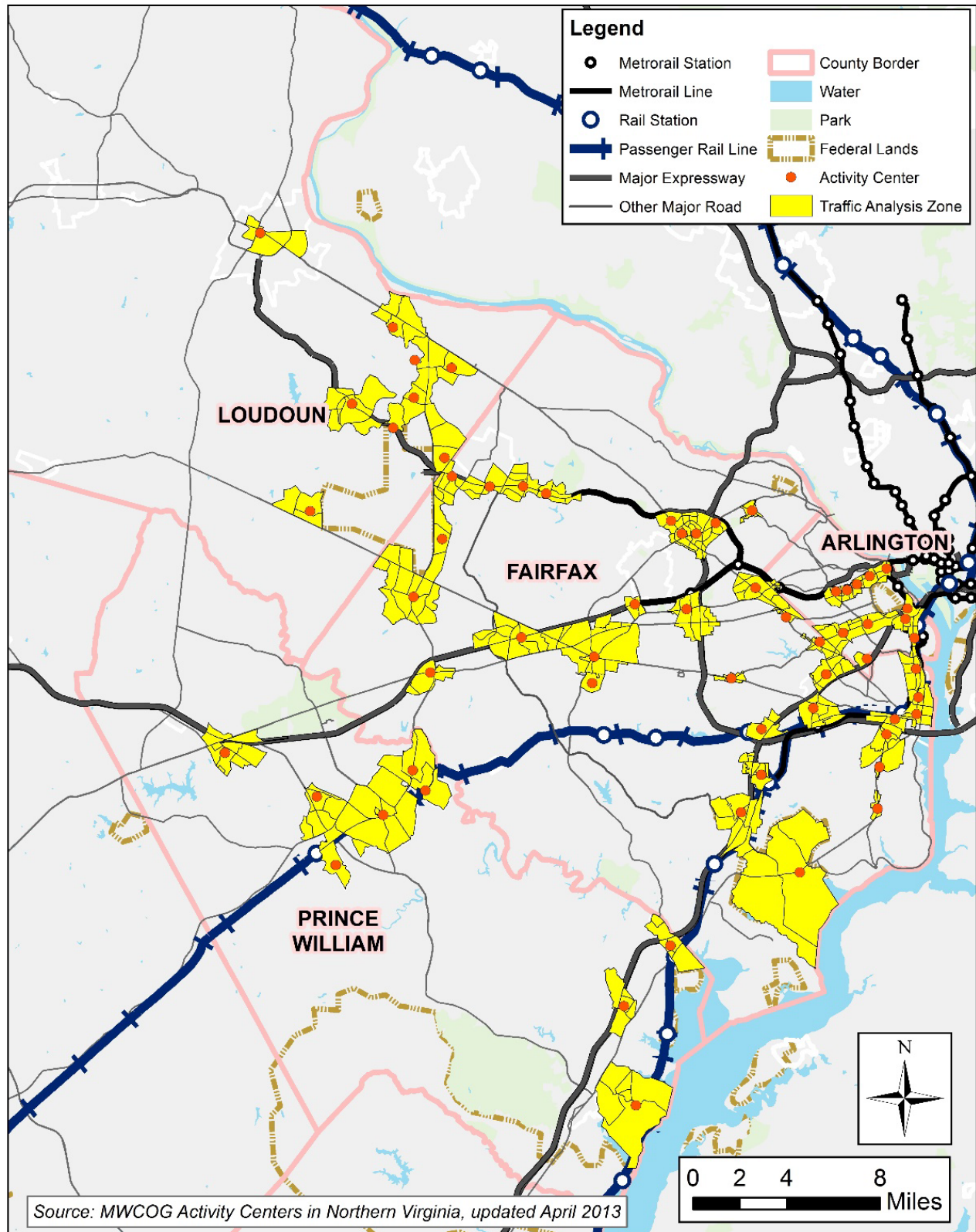


Figure 5: Metropolitan Washington Council of Governments Regional Activity Centers (projected for 2045)



MOTION:

SECOND:

**RE: AUTHORIZE THE INITIATION OF THE I-395/95 COMMUTER CHOICE FY2020 INAUGURAL
PROGRAM CALL FOR PROJECTS**

ACTION:

WHEREAS, the agreement between the Commonwealth and 95 Express Lanes, LLC secured an annual payment for transit services of \$15 million per year, escalating by 2.5 percent per year, to fund multimodal projects along the I-395/95 corridor; and

WHEREAS, the Memorandum of Agreement (MOA) adopted by the Northern Virginia Transportation Commission (NVTC) and the Potomac and Rappahannock Transportation Commission (PRTC) in November 2017, and adopted by the Commonwealth Transportation Board (CTB) in December 2017, between the CTB, NVTC, PRTC, Department of Rail and Public Transportation (DRPT), and Virginia Department of Transportation (VDOT) requires:

1. A request for projects from all jurisdictions that are members of either NVTC or PRTC and other public transportation providers providing service in those jurisdictions.
2. The selection and technical evaluation of projects by NVTC/PRTC, the development of a funding strategy for each proposed project, and the submission of each proposed project by NVTC/PRTC to the CTB.
3. NVTC/PRTC to hold a public hearing prior to NVTC/PRTC's selection of projects for submission to the CTB; and

WHEREAS, the Memorandum of Agreement between NVTC and PRTC for Distribution and Allocation of I-395 Annual Transit Investment Funds, adopted by both Commissions in January 2019, establishes that NVTC will administer the Commuter Choice program; and

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission hereby authorizes the Northern Virginia Transportation Commission Executive Director to initiate a Call for Projects for the I-395/95 Commuter Choice FY2020 Inaugural Program.

ITEM 11B
April 7, 2019
PRTC Regular Meeting
Page Two

Votes:

Ayes:

Nays:

Abstain:


Absent from Vote: Alternate

Present Not Voting: Absent
from Meeting:



April 4, 2019

TO: Madam Chair Anderson and PRTC Commissioners

FROM: Robert A. Schneider, PhD 
Executive Director

SUBJECT: Authorize the Initiation of the I-395/95 Commuter Choice FY2020 Inaugural Program
Call for Projects

Recommendation:

Authorize the Initiation of the I-395/95 Commuter Choice FY2020 Inaugural Program Call for Projects

Background:

The I-395/95 Commuter Choice program goals are to maximize person throughput and implement multimodal improvements that improve mobility, support new and diverse travel choices, and enhance transportation safety and travel reliability. This call for projects is issued to solicit projects from eligible jurisdictions and transit service providers that can achieve the improvement goals and will benefit toll users, with a focus on projects ready on Toll Day 1 (October 2019).

Following approval by the Commissions, applications will be accepted for submission beginning April 5, 2019. All applications for funding must be submitted no later than 5:00 P.M. on May 15, 2019. Applications received after that time will not be considered and partially completed applications may be deemed ineligible.

NVTC staff have provided two applicant briefings with staff members from eligible NVTC and PRTC jurisdictions and eligible transit agencies to explain the program in detail, to answer questions, and to discuss plans for applications. Additionally, NVTC will be holding two applicant workshops in April to provide a thorough tutorial on the application process, requirements, and materials to ensure the program will fund projects providing strong benefits to the toll payers.

The call for projects details the purpose, funding source, application and project selection process, and technical evaluation criteria of the I-395/95 Commuter Choice program, as established by the Memorandum of Understanding. The selected I-395/95 Commuter Choice program projects will be submitted to the Commonwealth Transportation Board for approval/inclusion in the commonwealth's FY2020 Six-Year Improvement Plan.

Fiscal Impact:

NA



I-395/95 Commuter Choice FY2020 Inaugural Program Call for Projects

Pursuant to the [I-395/95 Memorandum of Agreement \(MOA\)](#) between the Northern Virginia Transportation Commission (NVTC), the Potomac and Rappahannock Transportation Commission (PRTC), the Commonwealth Transportation Board (CTB), the Department of Rail and Public Transportation (DRPT), and the Virginia Department of Transportation (VDOT), NVTC is issuing this call for projects to be funded under the I-395/95 Commuter Choice program. The selected projects will be funded using toll revenues from I-395 Express Lanes and will be included in the Commonwealth's FY2020 Six-Year Improvement Program (SYIP).

This call for projects details the purpose, funding source, application and project selection process, and technical evaluation criteria of the I-395/95 Commuter Choice program, as established by the MOA.

Purpose: The I-395/95 Commuter Choice program goals are to maximize person throughput and implement multimodal improvements that improve mobility, support new and diverse travel choices, and enhance transportation safety and travel reliability. This call for projects is issued to solicit projects from eligible jurisdictions and transit service providers that can achieve the improvement goals and will benefit toll users, with a focus on projects ready on Toll Day 1.

Funding Source: As a part of the agreement between [VDOT and 95 Express Lanes, LLC](#), the Commonwealth secured an annual payment for transit services of \$15 million per year, escalating by 2.5 percent per year, beginning on the commencement of tolling through the life of the 70-year agreement. Approved by NVTC and PRTC at their November 2017 meetings, and by the Commonwealth Transportation Board (CTB) at its December 2017 meeting, the [I-395/95 Memorandum of Agreement with NVTC and PRTC](#) allocates \$15 million/year plus escalation to NVTC and PRTC to fund multimodal projects along the I-395/95 Express Lanes Corridor.

Project Application: Applications will be accepted for submission on April 5, 2019. All applications for funding must be submitted no later than 5:00 P.M. on May 15, 2019. Applications received after that time will not be considered. Partially completed applications may be deemed ineligible.

Applicants submitting multiple projects are required to prepare separate applications for each project. All applications must be submitted online through the application link at the following website: <http://www.novatransit.org/programs/commuterchoice/i395-95commuterchoice/>

For Further Information, Contact: Allan Fye at allanfye@novatransit.org.

PRTC Chair's Time

ITEM 13

Other Business/Commissioners' Time

ITEM 14

Adjournment

Upcoming Meetings: PRTC 2019 Meeting Schedule


Information Items


System Performance Reports
Revised Purchasing Authority Report
Wheels-to-Wellness Funding Report



April 4, 2019

TO: Madam Chair Anderson and PRTC Commissioners

FROM: Perrin A. Palistrant 
Director of Operations and Operations Planning

THROUGH: Robert A. Schneider, PhD 
Executive Director

SUBJECT: February 2019 System Performance and Ridership Report

OMNIRIDE Express and Metro Express Service

- February average daily ridership rebounded from the partial Government shutdown
- Weather related school closings and delays/closures for Federal workers stunted some growth in ridership, but overall we're seeing strong ridership on the express services
- Focus is on getting feedback from operators regarding problematic areas for operations so we can work to minimize delays and operate efficiently through congested areas.

OMNIRIDE Local Bus Service

- February average daily ridership increased 15.6 percent from January
- Severe weather, resulting in multiple days of school closures, had some impact on preventing ridership from being higher
- Saturday ridership appears to be stabilizing

Vanpool Alliance Program

- Enrollment increased to 673 vans.
- Passenger trips were five (5) percent lower than January, primarily due to inclement weather causing Government closings and delays.

OmniMatch Program

- Staff sent out Personal Property Tax Relief information to Prince William County vanpool owner/operators
- Staff attended:
 - Prince William County Chamber of Commerce Hispanic Council Meeting
 - Prince William County Chamber of Commerce Policy Committee Meeting
 - Northern Virginia Transportation Authority Transportation Economic Impact Forum
 - Prince William County Chamber of Commerce Business Awards – PRTC was an award nominee, an award presenter and event sponsor
- Staff presented at:
 - Prince William County Economic Development Committee Meeting (Transportation Demand Management Program overview and update on our Strategic Plan)

Customer Service Statistics

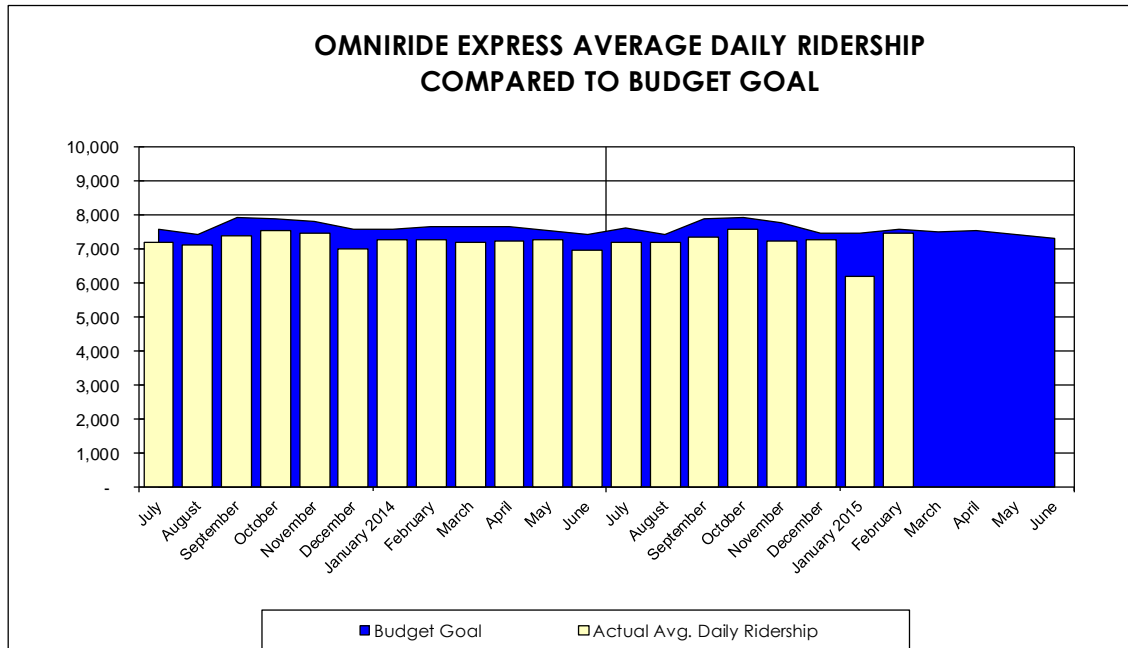
- The call center received 7,142 calls in February; the automated system is still not working, this could contribute to the increased call volume.
- Responded to 30 general information emails in February.
- Percentage of OMNIRIDE local trip denials increased by 47 percent compared to January

Passenger Complaints

- Complaint rate for OmniRide in December:
 - OMNIRIDE Express and Metro Express complaint rate increased 10 percent from this time in FY18.
 - OMNIRIDE Local service complaint rate decreased 38 percent compared to this time in FY18.
- Note: There was no OmniRide Express service on February 18, 2019 due to the Presidents' Day holiday.

OMNIRIDE EXPRESS SERVICE

Month	Monthly Ridership		Average Daily Ridership			FY19 Budget Goal	Change from Goal
	FY18	FY19	FY18	FY19	% Change		
July	140,343	147,825	7,225	7,211	-0.2%	7,628	(417)
August	164,929	163,900	7,114	7,194	1.1%	7,422	(228)
September	147,004	141,696	7,417	7,380	-0.5%	7,905	(525)
October	158,222	166,311	7,572	7,579	0.1%	7,922	(343)
November	138,188	134,470	7,458	7,229	-3.1%	7,769	(540)
December	123,853	115,711	7,022	7,276	3.6%	7,479	(203)
January	145,038	122,004	7,304	6,200	-15.1%	7,473	(1,273)
February	136,436	133,331	7,290	7,484	2.7%	7,588	(104)
March							
April							
May							
June							
Year to Date	1,154,013	1,125,248	7,300	7,194	-1.5%	7,648	(454)



At year's end figures are revised, if needed, to account for any lingering data latency.

7/17- Avg. Daily ridership excludes days before and after Fourth of July Holiday (3,5,6,7)

9/17 - Avg. Daily Ridership Excludes Friday before Labor Day Holiday (1)

10/17-Avg. Daily Ridership Excludes Friday before Columbus Day and Columbus Day (5, 8)

11/17-Avg. Daily Ridership Excludes Day before Veterans Day (10), Week of Thanksgiving and Monday after (20-24 and 27), Christmas Tree Lighting ESP

12/17- Avg. Daily Ridership excludes holiday period (20-29)

1/18- Avg. Daily Ridership excludes New Year's holiday and weather related school closures (2-5), MLK Holiday (15), School closures-snow (17), Federal

2/18- Avg. Daily Ridership excludes weather related school closures and delays (7), Friday before President's Day (16) President's Day Holiday (19)

3/18- Avg. Daily Ridership excludes weather related school closures and delays (2,21,22), PWC Spring Break/Good Friday (26-30)

4/18- Avg. Daily Ridership excludes weather related road delays and service disruptions (16)

5/18- Avg. Daily Ridership excludes Friday before Memorial Day (25)

6/18- Avg. Daily Ridership excludes Capitals Stanley Cup Parade ESP Service (12)

7/18- Avg. Daily Ridership excludes week of Fourth of July holiday (2-6)

8/18- Avg. Daily Ridership excludes Friday before Labor Day (31)

10/18- Avg. Daily Ridership excludes Friday before Columbus Day (5) and Columbus Day (8)

11/18- Avg. Daily Ridership excludes Veterans Day (11), Snow impacts (15), Thanksgiving (21-23), ESP Tree Lighting (28)

12/18- Avg. Daily Ridership excludes State Funeral for George H.W. Bush (5), Weather closures (10), Christmas/New Year's Holiday (21-31)

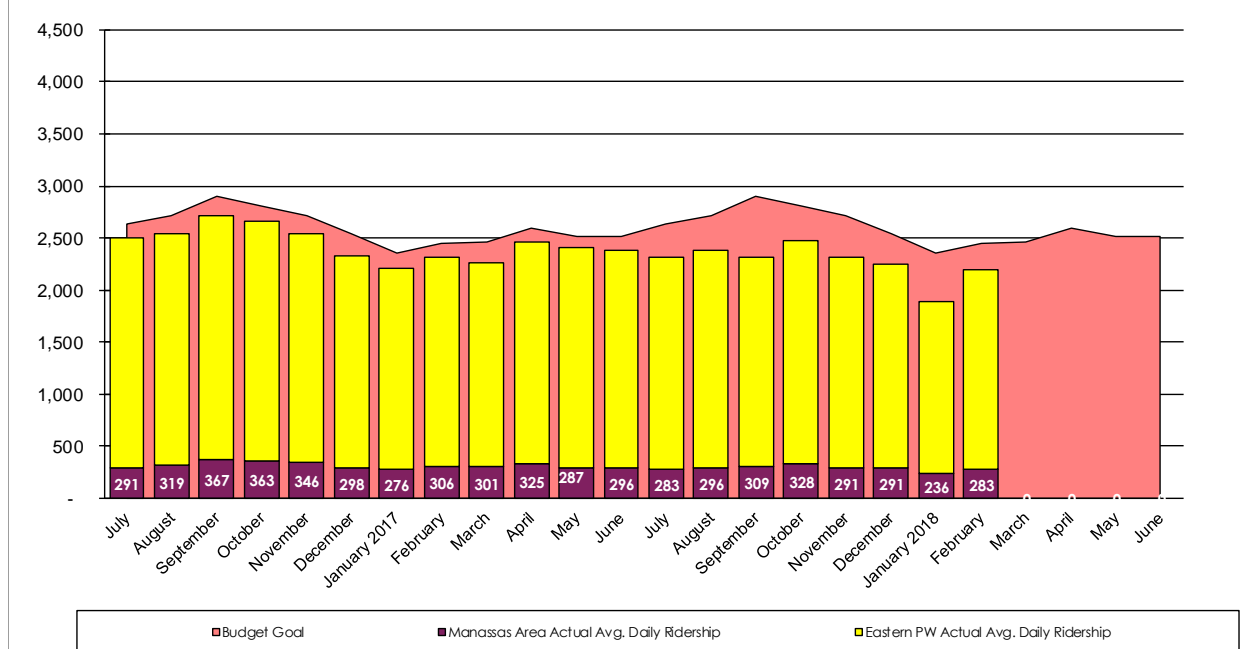
1/19- Avg. Daily Ridership excludes Weather related school closures/delays (15, 29-31) and MLK Holiday (18,21)

2/19- Avg. Daily Ridership excludes Weather related school closures/delays (11, 20,21) and President's Day Holiday (18)

OMNIRIDE LOCAL SERVICE

WEEKDAY							
Month	Monthly Ridership		Average Daily Ridership			FY19 Budget Goal	Change from Goal
	FY18	FY19	FY18	FY19	% Change		
July	49,365	48,194	2,507	2,309	-7.9%	2,636	(327)
August	58,330	54,757	2,536	2,380	-6.2%	2,712	(332)
September	54,048	44,045	2,709	2,319	-14.4%	2,905	(586)
October	57,288	56,087	2,659	2,470	-7.1%	2,814	(344)
November	50,905	45,587	2,540	2,314	-8.9%	2,713	(399)
December	43,042	40,452	2,331	2,246	-3.6%	2,538	(292)
January	44,114	37,679	2,208	1,893	-14.3%	2,361	(468)
February	45,089	40,524	2,320	2,189	-5.6%	2,450	(261)
March							
April							
May							
June							
Year to Date	402,181	367,325	2,476	2,265	-8.5%	2,641	(376)

OMNIRIDE LOCAL AVERAGE WEEKDAY RIDERSHIP COMPARED TO BUDGET GOALS



At year's end figures are revised, if needed, to account for any lingering data latency.

7/17- Avg. Daily Ridership excludes days before and after Fourth of July Holiday (3,5,6,7)

9/17- Avg. Daily Ridership excludes Friday before Labor Day (1)

10/17- Avg. Daily Ridership excludes Columbus Day (8)

11/17- Avg. Daily Ridership excludes Election Day (7), Veterans Day Observed (10), Wednesday before and Friday after Thanksgiving (23 and 2)

12/17- Avg. Daily Ridership excludes holiday period (20-29)

1/18- Avg. Daily Ridership excludes New Year's holiday and weather related school closures (2-5), MLK Holiday (15), School closures-snow (17)

2/18- Avg. Daily Ridership excludes weather related school closures (7), President's Day Holiday (19)

3/18- Avg. Daily Ridership excludes weather related school closures (2,21,22), Good Friday (30)

4/18- Avg. Daily Ridership excludes weather related roadway delays and ridership shifts (16)

10/18- Avg. Daily Ridership excludes Columbus Day (8)

11/18- Avg. Daily Ridership excludes Veterans Day (11), Snow (15), Thanksgiving (21-23)

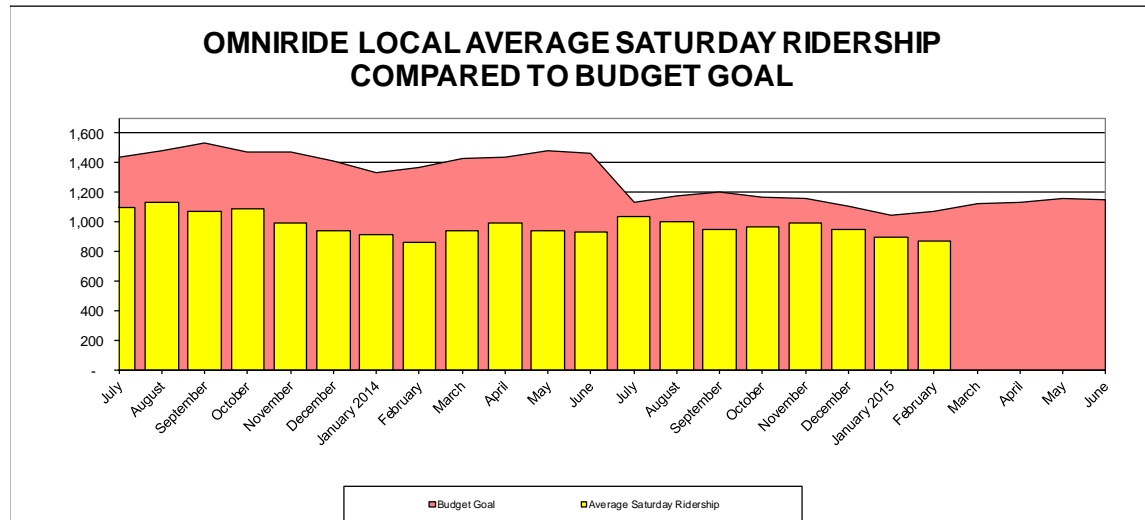
12/18- Avg. Daily Ridership excludes Weather closures (10), Christmas/New Year's Holiday (21-31)

1/19- Avg. Daily Ridership excludes weather related closures/delays (15,29-31), MLK Holiday (21)

2/19- Avg. Daily Ridership excludes weather related closures/delays (11, 20, 21), President's Day Holiday (18)

OMNIRIDE LOCAL SERVICE

SATURDAY							
Month	Monthly Ridership		Average Saturday Ridership			Average Saturday FY19 Budget Goal	Change from Goal
	FY18	FY19	FY18	FY19	% Change		
July	5,606	3,788	1,099	1,040	-5.4%	1,134	(94)
August	4,528	4,001	1,132	1,000	-11.7%	1,172	(172)
September	5,350	5,864	1,070	951	-11.1%	1,203	(252)
October	4,349	3,857	1,087	964	-11.3%	1,163	(199)
November	3,966	3,662	992	990	-0.2%	1,157	(167)
December	4,119	4,475	944	947	0.3%	1,106	(159)
January	3,423	3,244	914	895	-2.1%	1,048	(153)
February	3,437	3,480	859	870	1.3%	1,067	(197)
March							
April							
May							
June							
Year to Date	34,778	32,371	1,012	957	-5.4%	1,131	(174)



At year's end figures are revised, if needed, to account for any lingering data latency.

12/17 - Excludes weather (9) and New Years Eve weekend/very cold weather (30)

1/18- Excludes snow/very cold weather (6)

3/18- Excludes wind event/early mall closures and severe traffic (3)

7/18- Excludes significant rain/storms and traffic (21)

11/18- Excludes Thanksgiving weekend (24)

12/18- Excludes Cold/Snow (15)

1/19- Excludes snow/weather (11)

OMNIMATCH / VANPOOL ALLIANCE

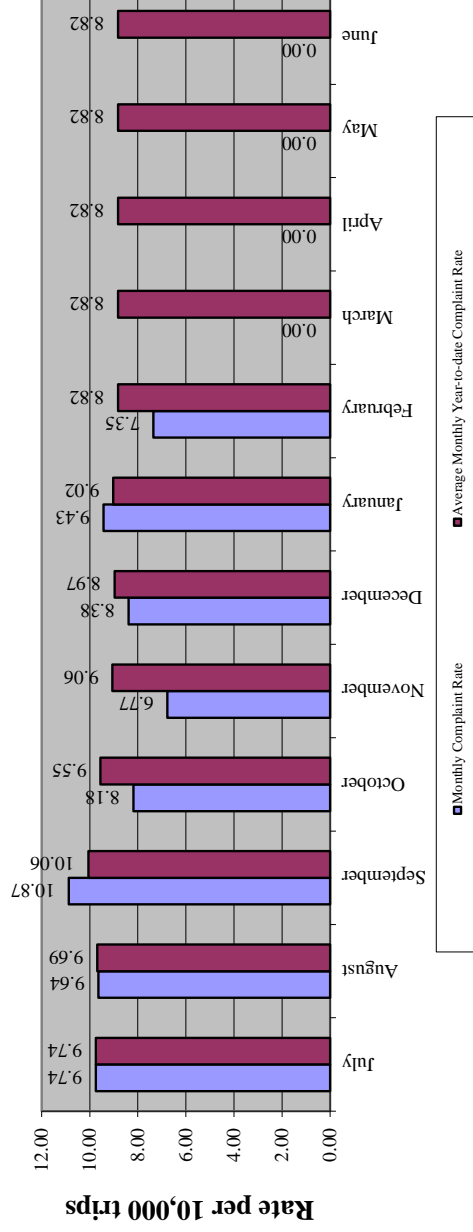
	OmniMatch				Vanpool Alliance			
	FY18	FY19	FY18	FY19	FY18	FY19	FY18	FY19
	New Applications Received	New Applications Received	Other Applications Received	Other Applications Received	Vanpools Enrolled	Vanpools Enrolled	Monthly Passenger Trips	Monthly Passenger Trips
July	34	53	5	6	653	669	117,257	125,864
August	36	42	20	27	658	669	133,874	136,402
September	22	35	15	11	659	670	116,527	118,472
October	52	44	12	11	662	670	127,548	130,798
November	40	56	17	8	663	671	120,117	116,453
December	25	37	10	8	650	672	108,423	101,939
January	47	48	10	4	652	672	128,991	117,672
February	32	26	5	11	664	673	117,217	111,944
March								
April								
May								
June								
Average	36	43	12	11	658	671	121,244	119,943

- 1) "New PRTC Applications Received" include all new customers inquiring about rideshare options in Prince William, Manassas, and Manassas Park.
- 2) "Other Applications Received" include reapplicants, deletions and commuters contacted as a follow-up interested in remaining in the program.
- 3) "Vanpools Enrolled" includes all vanpools approved as of last day of the month.

FY 2018 Year-to-date OmniRide Express Complaints			
	Ridership	Complaints	Per 10k Trips
July	140,343	133	9.48
August	164,929	132	8.00
September	147,004	115	7.82
October	158,222	107	6.76
November	138,188	96	6.95
December	123,853	131	10.58
January	145,038	100	6.89
February	136,436	111	8.14
March			
April			
May			
June			
Year-to-date totals	1,154,013	925	8.02

FY 2019 Year-to-date OmniRide Express Complaints			
	Ridership	Complaints	Per 10k Trips
July	147,825	144	9.74
August	163,900	158	9.64
September	141,696	154	10.87
October	166,311	136	8.18
November	134,470	91	6.77
December	115,711	97	8.38
January	122,004	115	9.43
February	133,331	98	7.35
March			
April			
May			
June			
Year-to-date totals	1,125,248	993	8.82

**FY 2019 OmniRide Express Complaint Rate per 10,000 Trips
Compared to Monthly Average**

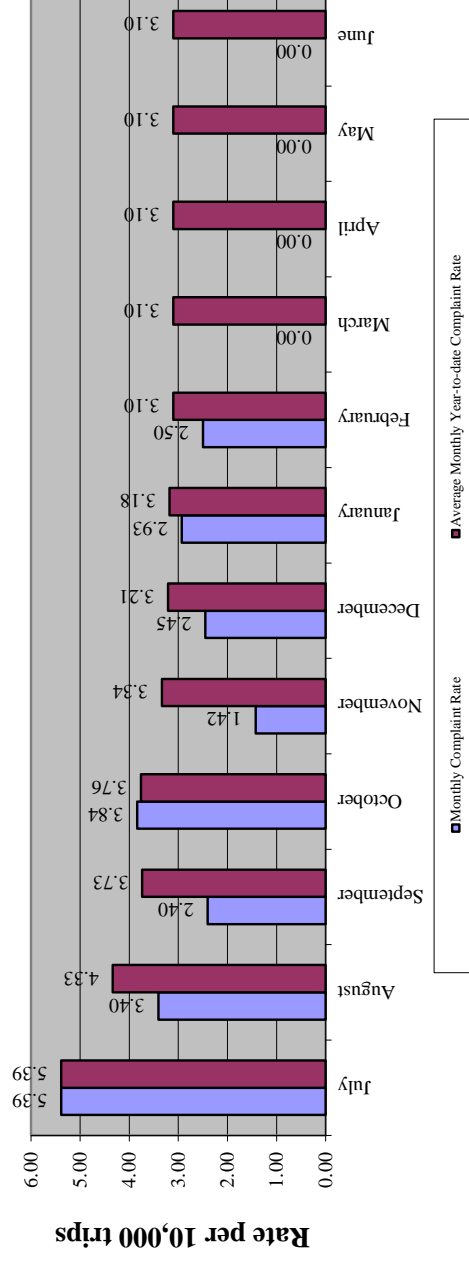


Complaint rates for OmniRide Express service for the current month and for the year-to-date in contrast to fiscal year 2018 overall rate, which is the benchmark for evaluating contractor performance for fiscal year 2019 in the bus services contract.

FY 2018 Year-to-date OmniRide Local Complaints			
	Ridership	Complaints	Per 10k Trips
July	54,971	40	7.28
August	62,858	42	6.68
September	59,398	30	5.05
October	61,637	15	2.43
November	54,871	24	4.37
December	47,161	26	5.51
January	47,537	24	5.05
February	48,526	18	3.71
March			
April			
May			
June			
Year-to-date totals	436,959	219	5.01

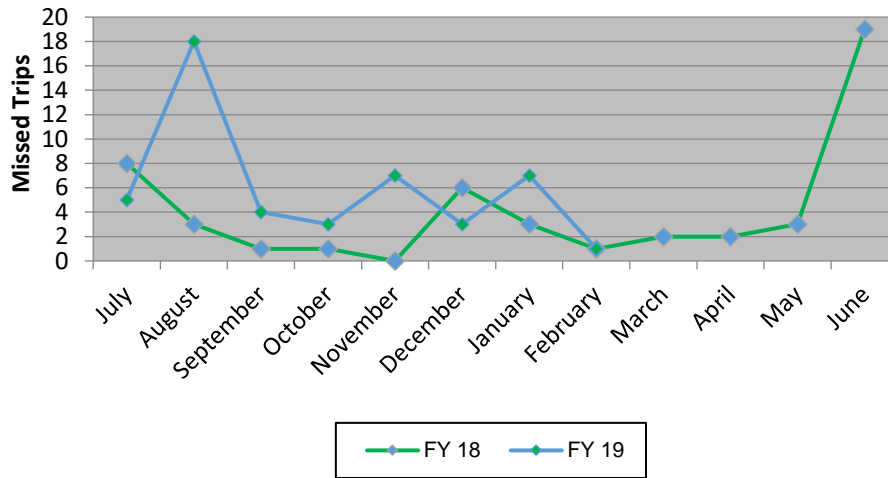
FY 2019 Year-to-date OmniRide Local Complaints			
	Ridership	Complaints	Per 10k Trips
July	51,982	28	5.39
August	58,758	20	3.40
September	49,909	12	2.40
October	59,944	23	3.84
November	49,249	7	1.42
December	44,927	11	2.45
January	40,923	12	2.93
February	44,004	11	2.50
March			
April			
May			
June			
Year-to-date totals	399,696	124	3.10

FY 2019 OmniRide Local complaint rate per 10,000 Trips compared to monthly average

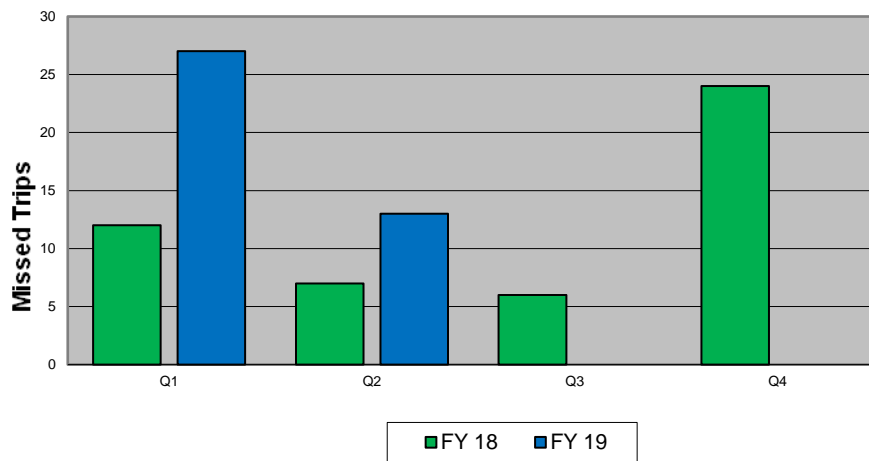


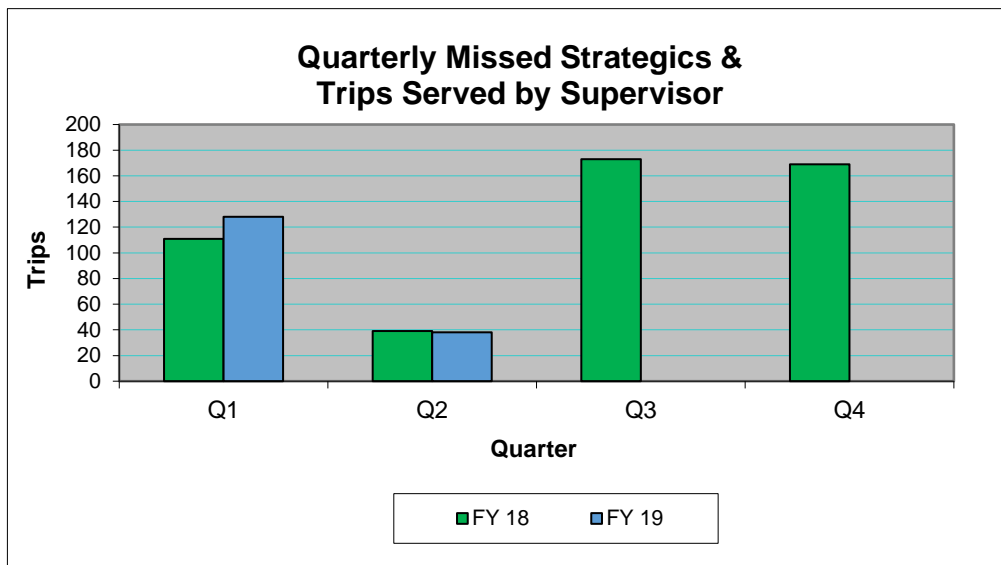
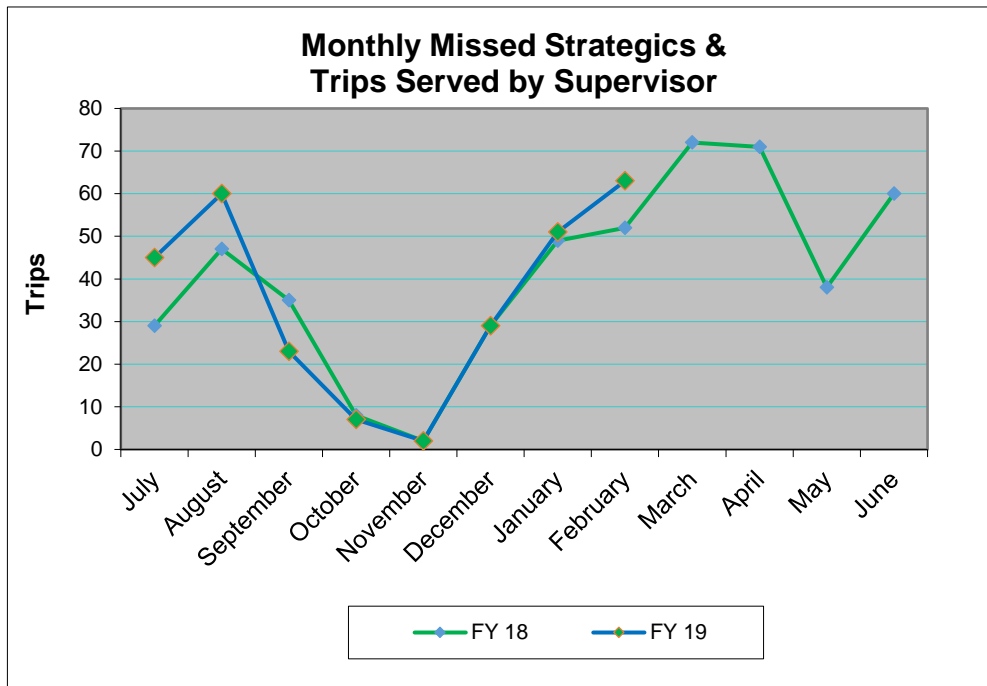
Complaint rates for OmniRide Local service for the current month and for the year-to-date in contrast to fiscal year 2018 overall rate, which is the benchmark for evaluating contractor performance for fiscal year 2019 in the new bus services contract.

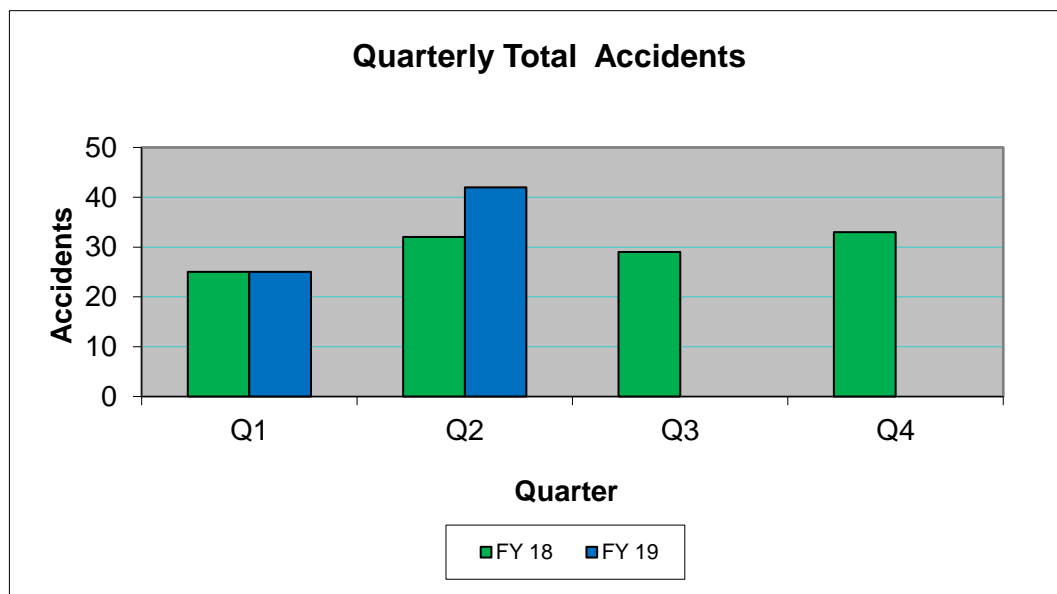
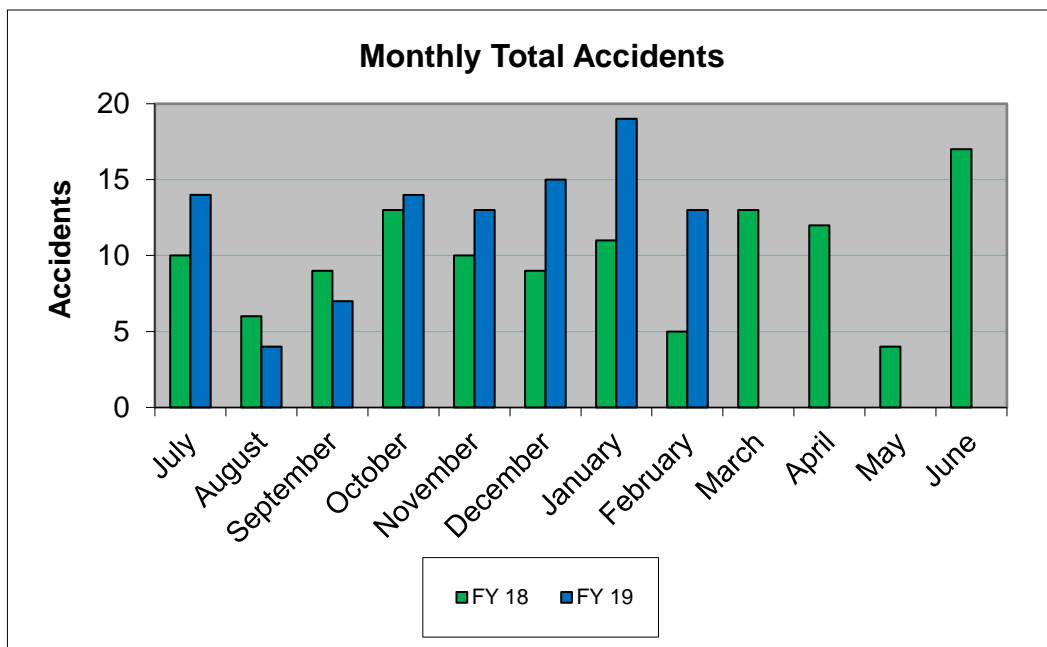
Monthly Missed Trips



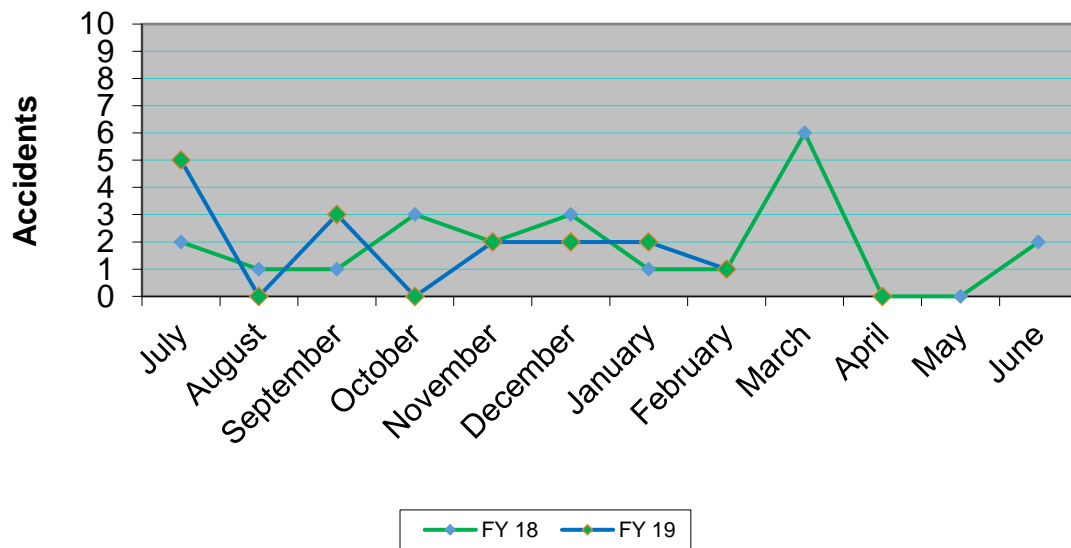
Quarterly Total Missed Trips



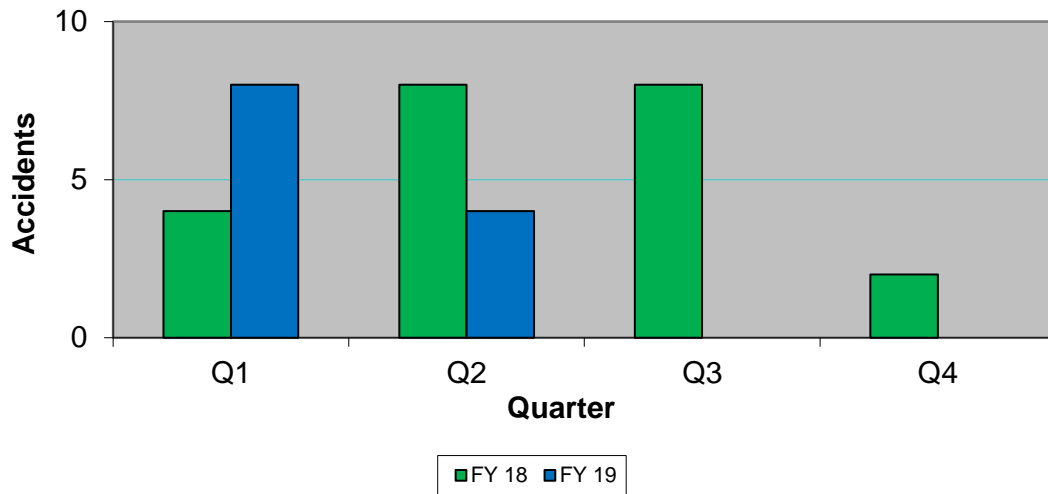




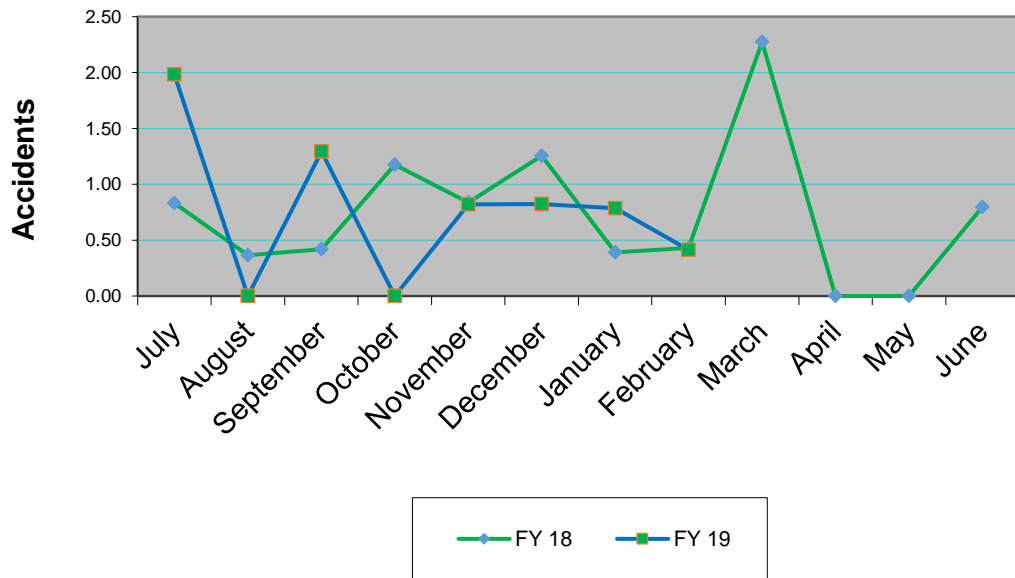
Monthly Preventable Accidents



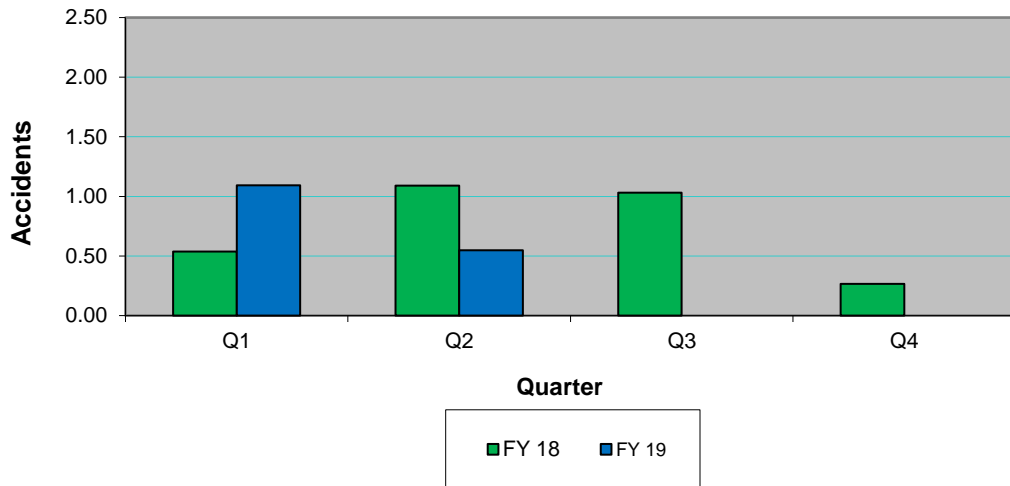
Quarterly Preventable Accidents



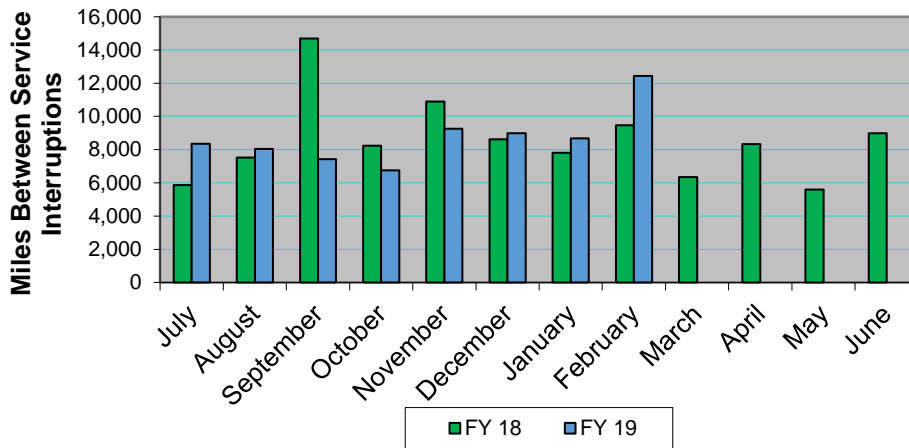
Monthly Preventable Accidents per 100,000 Miles



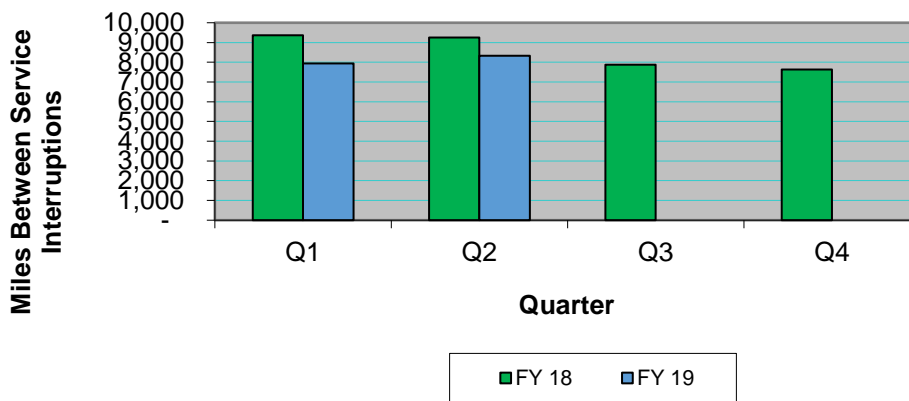
Quarterly Average Preventable Accidents per 100,000 Miles



Monthly Miles Between Service Interruptions




Average Quarterly Miles Between Service Interruptions





April 4, 2019

TO: Madam Chair Anderson and PRTC Commissioners

FROM: Robert A. Schneider, PhD 
Executive Director

SUBJECT: Revised Purchasing Authority Report

On June 4, 2015, the Commission approved increasing the Executive Director's delegated purchasing authority from \$50,000 to \$100,000. It was resolved that any purchase of greater than \$50,000 would be communicated to the Board as an information item.

In January 2019 there were no purchase orders issued within the Executive Director's new spending authority.

Wheels-to-Wellness Funding Status
As of February 28, 2019

Grant/Contribution	Organization	Amount	Notes	
Enrollment Fees Collected		\$30		
Sub Total		\$30		

Pending

Grant/Contribution	Organization	Amount	Notes	
Sub Total		\$0		

Previously Reported

Grant/Contribution	Organization	Amount	Notes	Date
Enrollment Fees		\$3,602		
Contribution	Lake Jackson Volunteer Fire & Rescue Department - Bingo Account	\$500		02/09/2018
Contribution	Linda Lee - Go Fund Me	\$931		02/16/2018
Contribution	Davita Dialysis Center	\$1,261	Net IEC 3% admin fee per agreement (actual donation)	01/18/2018
Grant	MWCOG Enhanced Mobility Grant/Potomac Health Foundation 50% match (disabled and seniors)	\$250,000		06/14/17
Contribution	First United Presbyterian Church of Dale City	\$500		08/31/16
Contribution	St. Francis of Assisi Church	\$2,000		08/25/16
Grant	Kaiser Permanente (low income individuals)	\$72,750	Net IEC 3% admin fee per agreement (actual grant was \$75,000)	8/9/2016
Contribution	Prince William County	\$75,000		July 2016
Contribution	First United Presbyterian Church of Dale City	\$500		06/21/16
Contribution	Zion Baptist Church in Baltimore	\$700		05/10/16
Contribution	First United Presbyterian Church of Dale City	\$500		04/25/16
Contribution	Gregg and Jean Reynolds	\$50		04/19/16
Contribution	NOVEC (corporate)	\$500		04/14/16
Grant	Transurban Express Lane Grant	\$1,500		04/11/16
Contribution	Malloy	\$500		04/11/16
Contribution	NOVEC HELPS	\$485	Net IEC 3% admin fee per agreement (actual contribution was \$500)	04/08/16
Contribution	Findley Asphalt	\$1,000		03/31/16
Contribution	Lustine Toyota	\$2,000		03/29/16
Contribution	Infinity Solutions, Inc	\$250		03/29/16
Contribution	Sacred Heart Catholic Church	\$200		03/21/16
Contribution	Holy Family Catholic Church	\$1,000		03/21/16
Contribution	First Baptist Church of Woodbridge	\$5,000		03/08/16
Contribution	First United Presbyterian Church of Dale City	\$1,000		02/25/16
Contribution	First Mount Zion	\$5,000		02/01/16
Contribution	Prince William County	\$160,000		Aug 2015
Sub Total:		\$586,729		
Grand Total (excluding Pending)		\$586,759		
Remaining (excluding Pending)		\$53,765		