

Join Zoom Meeting

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Meeting ID: 867 9523 7238 Passcode: 068657

By call-in 1 (301) 715-8592#

1. **Call to Order & Roll Call** 7:00 - 7:05
 - a. Notice of Electronic Meeting and Commissioner and Public Protocol and Roll Call (Read by Ruth Emerick)
2. **Matters from the Public** 7:05 – 7:15
 - a. Comments by the public are limited to no more than 2 minutes per person.
 - b. Comments provided via email, online, web site, etc. (Ruth Emerick)
3. **Presentations**
 - a. Virginia Telecommunications Initiative (VATI) Update – Lori Allhouse 7:15 – 7:25
4. *** Consent Agenda** 7:25 – 7:30

Action Items:

 - a. * Minutes of April 7, 2022 Meeting
 - b. * Monthly Financial Reports
 - i. April Dashboard Report
 - ii. April Profit & Loss Statement
 - iii. April Balance Sheet
 - iv. April Accrued Revenues Report
5. **New Business** 7:30 – 7:35
 - a. *Regional Housing Partnership Appointments
 - b. *Juneenth Approval
6. *** Resolutions** 7:35 – 8:00
 - a. *Resolution to Elect TJPDC Officers for FY23 – Jesse Rutherford

<u>Name</u>	<u>Office</u>
Ned Gallaway (Albemarle County)	Chair
Tony O'Brien (Fluvanna County)	Vice-Chair
Keith Smith (Fluvanna County)	Treasurer
Christine Jacobs (Staff)	Secretary
 - b. SmartScale Resolutions
 - i. Staff Memo
 - ii. *Resolution Endorsing the Submission of SmartScale Applications Requesting Transportation Funding by the TJPDC – Christine Jacobs
 - iii. *Resolution Endorsing the Submission of SmartScale Applications Requesting Transportation Funding by Fluvanna, Louisa, Greene and Nelson Counties – Christine Jacobs
 - c. VATI Resolution
 - i. *Resolution to Approve VATI Broadband Grant Contracts
 - ii. DHCD VATI Contract State Recovery Fund
 - iii. Three-Party Agreement Template



7. **Executive Director's Report** 8:00– 8:10
a. Monthly Report – Christine Jacobs
8. **Other Business** 8:10 – 8:30
a. Roundtable Discussion by Jurisdiction
b. Items for Next Meeting –August 4, 2022 (No July Meeting)
i. Housing Preservation Grant Pre-Application Approval & IGR Review – Resolution
ii. Watershed Improvement Program (WIP) 6-month update
iii. Hazard Mitigation Plan Update
iv. Blue Ridge Cigarette Tax Board Update
v. TJPDC 50th Anniversary Resolution 8:30
- *ADJOURN**
Designates Items to be Voted On

NOTICE OF ELECTRONIC MEETING
DUE TO COVID-19 STATE OF EMERGENCY

This meeting of the Thomas Jefferson Planning District Commission is being held pursuant to *Code of Virginia* § **2.2-3708.2**, which allows a public body to hold electronic meetings when the locality in which it is located has declared a local state of emergency, and the catastrophic nature of the emergency makes it impracticable or unsafe to assemble a quorum in a single location, and the purpose of the meeting is to provide for the discharge of its lawful purposes, duties, and responsibilities.

This meeting is being held via electronic video and audio means through Zoom online meetings and there will be an opportunity for public comment during that portion of the agenda.

Notice has been provided to the public through notice at the TJPDC offices, to the media, web site posting and agenda.

The meeting minutes will reflect the nature of the emergency, the meeting was held by electronic communication means, and the type of electronic communication means by which the meeting was held.

A recording of the meeting will be posted at www.tjpd.org within 10 days of the meeting.

THOMAS JEFFERSON PLANNING DISTRICT COMMISSION (TJPDC)

Minutes, May 5, 2022

COMMISSIONERS PRESENT		STAFF PRESENT	
City of Charlottesville		Christine Jacobs, Executive Director	x
Michael Payne	x	David Blount, Deputy Director/Legislative Director	x
Lyle Solla-Yates	x	Don Reed, Finance Director	
Albemarle County		Ruth Emerick, Chief Operating Officer	x
Ned Gallaway	x	Sandy Shackelford, Planning/Transportation Director	x
Jim Andrews	x	Shirese Franklin, Planner II	x
Fluvanna County		Ian Baxter, Planner II	
Tony O'Brien		Lucinda Shannon, Senior Regional Planner	
Keith Smith, Treasurer	x	Sara Pennington, TDM/Rideshare Program Manager	
Greene County		Gretchen Thomas, Administrative Assistant	
Dale Herring, Vice Chair	x	Isabella O'Brien, Planner I	
Andrea Wilkinson	x	Ryan Mickles, Planner III	
Louisa County		Lori Allshouse, Program Director - VATI	
Rachel Jones	x	GUESTS/PUBLIC PRESENT	
Tommy Barlow	x		
Nelson County			
Jesse Rutherford, Chair	x		
Dylan Bishop	x		

Note: The City of Charlottesville has declared a local state of emergency due to the COVID-19 pandemic and the nature of this declared emergency makes it impracticable or unsafe for the Thomas Jefferson Planning District Commission to assemble in a single location in the city. This meeting was held utilizing electronic virtual communication with the Zoom software application, and in accordance with virtual meeting provisions contained in Code of Virginia § [2.2-3708.2](#). A recording of the meeting was made available to the public at <https://www.youtube.com/channel/UCOuHJzpRDV6rnplep2Lxj0Q>.

1. CALL TO ORDER:

The Thomas Jefferson Planning District Commission (TJPDC) Commission Chair, Jesse Rutherford, presided and called the meeting to order at 7:00 pm. Ruth Emerick read the Notice of Electronic Meeting and Commissioner and Public Protocol, took attendance by roll call, and certified that a quorum was present.

2. MATTERS FROM THE PUBLIC:

- a. **Comments by the Public:** None
- b. **Comments provided via email, online, web site, etc.:** None
- c. **PUBLIC HEARING** – Draft HOME Annual Action Plan



Shirese Franklin provided an overview of the HOME Investment Partnership Program, eligible uses for the grant funds received, the agencies that have been selected to receive funds in each locality, and how the funds are allocated throughout the region. Ms. Franklin explained that the purpose of the Annual HOME Action Plan is to develop the goals for the use of the grant funding by each participating locality in the upcoming year.

The public hearing was opened at 7:15 pm. There was no one present to speak. The public hearing was closed at 7:15 pm.

3. PRESENTATIONS:

a. Legislative Report

David Blount provided an update on legislative activities. He reported on the stalemate among General Assembly budget negotiators on the state budget, the recent reconvened session to consider vetoes and amendments from the governor, and a pair of locally-requested bills that were approved during the regular legislative session. He also addressed several ongoing and new studies taking place at the state level that are of interest to local governments.

b. Charlottesville-Albemarle Metropolitan Planning Organization (CA-MPO) Unified Planning Work Program (UPWP)

Sandy Shackelford reviewed the purpose of the Unified Planning Work Program and the CA-MPO FY23 budget. Projects highlighted in the FY23 UPWP include the 2050 Long Range Transportation Plan update, an analysis of potential changes to the CA-MPO boundary, the completion of a OneMap unified bicycle and pedestrian mapping project, and funding support for the Regional Transit Governance Study.

4. CONSENT AGENDA: Action Items

a. Minutes of April 7, 2022

b. Minutes of April 22, 2022 Special Meeting

Motion/Action: On a motion by Dale Herring, seconded by Dylan Bishop, the Commission unanimously approved the April 7, 2022 meeting minutes and the April 22, 2022 special meeting minutes as presented.

5. NEW BUSINESS:

a. Quarter Three Financial Report (January – March) 2022

Christine Jacobs reviewed the Financial Dashboard with the Commission including the net quick assets, the unrestricted cash on hand, and the monthly net revenue.

Motion/Action: On a motion by Keith Smith, seconded by Andrea Wilkinson, the Commission unanimously accepted the FY22 Quarter Three Financial Report as presented.

b. Presentation of TJPDC Officer Slate from Nominating Committee

The Nominating Committee for FY23 Commission officers consisted of Michael Payne, Rachel Jones and Jesse Rutherford. The slate of officers presented by the Nominating Committee included:

Chair – Ned Gallaway

Vice Chair – Tony O'Brien

Treasurer – Keith Smith

Secretary – Christine Jacobs

There were no candidates nominated from the floor.

Motion/Action: On a motion by Dale Herring, seconded by Jim Andrews, the Commission unanimously approved the recommended slate of officers*.

*As this was not intended to be an action item this month, this item should be placed on the June agenda for approval/ratification of the previous action, after having complied with the Commission Bylaws in advance. Article VI, Section 6 states, "At least 10 days prior to the meeting at which the ensuing election is to be held, the nominating committee shall send to each Commission member a list containing the name of one nominee for each elected office."

c. TJPDC Corporation Appointments

Christine Jacobs provided a brief overview of the TJPDC Corporation, which is the non-profit arm of the TJPDC. The TJPDC Corporation largely serves as the fiscal agent for non-profits who align closely with the purpose of the TJPDC. There are currently two vacancies in the TJPDC Corporation appointees.

Jim Andrews volunteered to serve as the appointee for Albemarle County, and Rachel Jones volunteered to serve as the appointee for Louisa County.

Motion/Action: On a motion by Tommy Barlow, seconded by Dale Herring, the Commission unanimously approved the appointments of Jim Andrews and Rachel Jones to the TJPDC Corporation.

d. In-Person Meetings and Electronic Participation Policy

Christine Jacobs provided an update on staff's return to work starting May 1. Ms. Jacobs recommended that the Commission resume in-person meetings beginning in June. The TJPDC will follow the CDC guidelines for any masking or social distancing requirements.

David Blount reviewed the current Remote Participation Policy, and noted that proposed revisions to the policy will be brought to the Commission at the August meeting.

The Commission will meet in person, but there will be virtual participation options for staff, members of the public, and Commissioners (per the Remote Participation Policy).

6. RESOLUTIONS:

a. HOME Annual Action Plan Resolution

Motion/Action: On a motion by Dale Herring, seconded by Andrea Wilkinson, the Commission unanimously approved the Resolution Adopting the Home Consortium FY22-23 Annual Action Plan as presented.

b. FY23 Operating Budget

Christine Jacobs presented the FY23 Operating Budget to the Commission. There were three minor changes that occurred since the draft FY23 budget was presented in April:

- The Federal Transit Administration provided updated allocations for the FY23 budget.
- The Watershed Implementation Plan budget was amended to rollover an additional \$10,000 into FY23.
- An additional \$10,000 for legal services was included as an expense.

The cumulative effect was to reduce the amount of reserve transfer needed to balance the FY23 budget from \$71,420 to \$57,281.

The FY23 budget presented is balanced with \$41,153,084 in revenues and expenses.

Motion/Action: On a motion by Keith Smith, seconded by Andrea Wilkinson, the Commission unanimously approved the Resolution Approving the Fiscal Year 2023 Thomas Jefferson Planning District Commission Annual Operating Budget and Work Plan as presented.

7. EXECUTIVE DIRECTOR'S REPORT:

- a. Monthly Report:** Christine Jacobs provided updates on the following: TJPDC plans to observe Juneteenth as a holiday on Monday, June 20th, 2022; the Regional Housing Partnership will be recommending adoption of Strategic Plan at its meeting in June; the Regional Transit Governance Study was included in the draft FY23 Six-Year Improvement Program; TJPDC staff partnered with Louisa and Fluvanna Counties to hold a public meeting for the Zion Crossroads Gateway Plan in April; staff is currently conducting a bike/ped infrastructure assessment in Stanardsville and Scottsville; consultants for Regional Transit Vision Plan will be providing an update on the findings and recommendations identified through their analysis at Charlottesville City Council and Albemarle County Board of Supervisors meetings in June, and TJPDC staff will be presenting at Fluvanna, Greene, Louisa, and Nelson Counties; TJPDC staff is in the process of reaching out to locality staff in rural localities to develop a strategic plan to better identify opportunities for developing the annual Rural Transportation Program Work Plan; staff will be attending meetings

with each of the governing bodies in upcoming months to review the Hazard Mitigation Plan; and the Rivanna River Basin Commission is meeting on May 6th to discuss initiatives to be undertaken as part of the annual budget in the next three to four years.

9. OTHER BUSINESS:

a. Roundtable Discussion by Jurisdiction: Each Commissioner was invited to share updates from their jurisdictions.

b. Next Meeting: June 2, 2022

ADJOURNMENT:

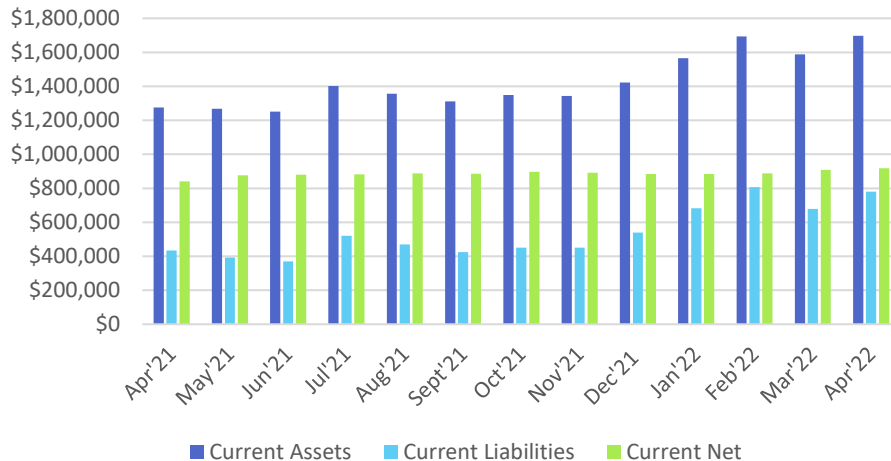
Motion/Action: On a motion by Michael Payne, seconded by Dylan Bishop, the Commission unanimously voted to adjourn the May 5, 2022 Commission meeting at 8:31 pm.

Commission materials and meeting recording may be found at www.tjpd.org

FINANCIAL DASHBOARD Through April 2022

NET QUICK ASSETS

Target = \$492,157 (5 months operating expenses)
12 Month Average Monthly Operating Expenses = \$98,431



MONTHLY NET QUICK ASSETS

Apr'21 = \$840,928

May'21 = \$876,846

Jun'21 = \$879,382

Jul'21 = \$881,176

Aug'21 = \$886,917

Sept'21 = \$886,391

Oct'21 = \$897,702

Nov'21 = \$892,289

Dec'21 = \$882,982

Jan'22 = \$883,614

Feb'22 = \$887,621

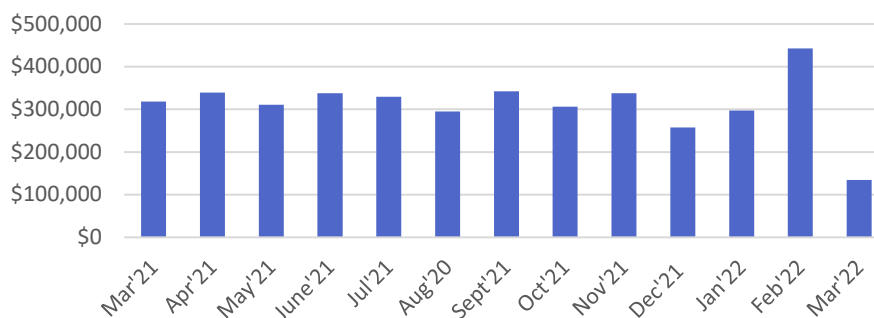
Mar'22 = \$908,525

Apr'22 = \$917,249

NET QUICK ASSETS are the highly liquid assets held by the agency, including cash, marketable securities and accounts receivable. Net quick assets (NQA) are calculated as current assets (cash + marketable securities + prepaid assets + accounts receivable) minus current liabilities of payables and deferred revenue. The target is 5 months of operating expenses (TJPDC costs minus pass-through and project contractual expenses), based on a rolling twelve-month average. The Commission has earmarked excess NQA above the target as Capital Reserves. As of the end of April 2022, the TJPDC had 9.32 months of operating expenses. The rolling twelve-month average operating expenses increased to \$98,431. The 3-month average of expenses is \$110,126. Actual operating expenses for April were \$107,539 compared to \$116,554 in March. Capital reserves = \$917,249 - \$492,157 = \$425,092.

UNRESTRICTED CASH ON HAND

Target = \$393,726 (4 months operating expenses)
Alarm = <\$193,860 (average oper exp 2 mos)



UNRESTRICTED CASH ON HAND

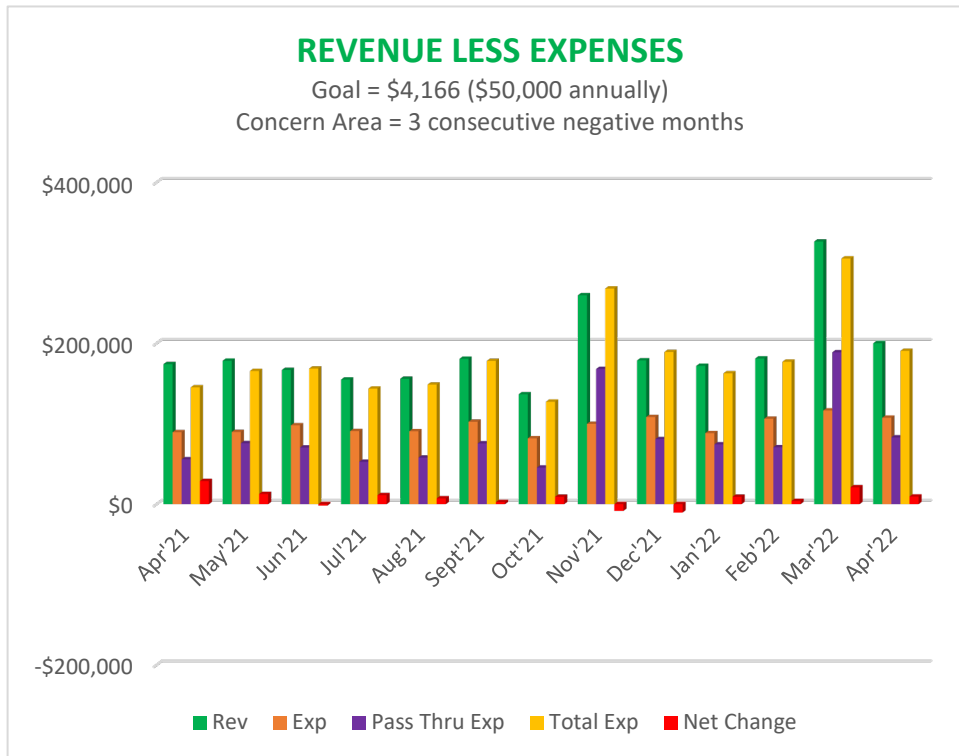
consists of funds held in checking and money market accounts immediately available to TJPDC for expenses. Cash does not include pass-through deposits in transit. Total cash minus notes payable minus deferred revenue = Unrestricted Cash on Hand.

MONTHS OF UNRESTRICTED CASH

divides unrestricted cash on hand by the agency's average

monthly operating expenses to give the number of months of operation without any additional cash received. Unrestricted cash has increased to \$603,071 at the end of April'22, which represents 6.13 months of operating expenses. As a reminder, the reported unrestricted cash in March'22 was due to an issue in clearing receivables related to the Cigarette Tax administration which was remedied by staff with the support of Robinson, Farmer, Cox. April's financials report accurate unrestricted cash.

FINANCIAL DASHBOARD Through April 2022



MONTHLY NET REVENUE

Apr'21 = \$28,784
May'21 = \$12,695
June'21 = (\$1,788)
Jul'21 = \$11,242
Aug'21 = \$7,223
Sept'21 = \$2,582
Oct'21 = \$9,237
Nov'21 = (\$8,348)
Dec'21 = (\$10,435)
Jan'22 = \$9,246
Feb'22 = \$4,015
Mar'22 = \$21,052
Apr'22 = \$9,499

NET REVENUE is the surplus or shortfall resulting from monthly revenues minus expenses. The approved amended FY22 Budget estimated a net gain in excess of \$70,000. However, due to staffing changes and the unanticipated need to replace technology, that net gain is now an unlikely estimate. **The net gain in April was \$9,499 for a total net gain to date of \$46,213 for the fiscal year.** (Expenses are revised over time as they may be reclassified from operating expenses to assets). The Accrued Revenue Report shows total available funds of \$312,471 for the remaining 2 months in FY22 (\$156,235.65 per month). Actual operating expenses for April were \$107,539 with a 3-month average of \$110,226 indicating that we have ample resources to cover our anticipated expenses for the remainder of the year.

NOTES

1. Target is a reasonable expectation that the TJPDC may reach this level to achieve our long-range financial goals. A plan will be developed showing how these target goals are expected to be achieved through daily financial management practices.
2. Concern is a level where staff will immediately identify causes of the change in financial position, whether this is a special one-time circumstance caused by a financial action or whether a trend is emerging caused by one of more operational or financial circumstances and prepare a plan of action to correct or reverse the trend.
3. Back up documentation and details of this Financial Dashboard can be found in the monthly financial statements of Balance Sheet, Consolidated Profit and Loss Report, and the Accrued Revenue Report supplied to the TJPDC Commissioners.
4. The average monthly operating expense is a rolling twelve-month average of operating expenses (TJPDC costs minus pass-through and project contractual expenses).
5. The TJPDC earmarked some of TJPDC's reserves for a building or capital fund in FY18, tied to Net Quick Assets.

Thomas Jefferson Planning District Commission
Consolidated Profit and Loss
April 2022

9:25 AM
05/20/22
Accrual Basis

	Apr 22	Budget	Jul '21 - Apr 22	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
41100 · Federal Funding Source	135,532	247,833	928,309	2,518,096	3,013,763
4120 · State Funding Source	30,103	56,366	450,816	569,004	681,735
4130 · Local Source	20,849	164,776	1,132,508	1,647,758	1,977,309
42000 · Local Match Per Capita	13,302	18,349	133,024	128,762	159,620
4280 · Interest Income	340	63	1,224	625	750
Total Income	200,126	487,386	2,645,882	4,864,245	5,833,177
Gross Profit	200,126	487,386	2,645,882	4,864,245	5,833,177
Expense					
61000 · Personnel	82,167	79,666	742,555	834,083	993,772
6900 · Overhead Allocation	0	(1,707)	(0)	3,414	0
6260 · COGS	0		8,171		
62391 · Postage Expense	128	193	1,493	1,926	2,311
62392 · Subscriptions, Publications	0	46	83	458	550
62393 · Supplies	715	618	5,281	6,183	7,420
62394 · Audit -Legal Expenses	2,088	0	17,625	16,500	16,500
6240 · Advertising	2,930	2,565	13,148	26,338	31,467
62401 · Professional Dev-Conference	0	0	147	0	0
62404 · Meeting Expenses	51	42	1,559	422	506
62410 · TJPDC Contractual	6,162	6,348	58,655	65,131	77,827
6281 · Dues	0	944	8,588	9,443	11,331
62850 · Insurance	521	296	5,421	2,955	3,546
62890 · Printing/Copier	135	284	3,540	2,862	3,431
63200 · Rent Expense	8,249	8,172	81,561	81,715	98,058
63210 · Equipment/Data Use	2,409	2,454	22,898	24,536	29,443
63220 · Telephone Expense	471	567	5,372	5,667	6,800
63300 · Travel-Vehicle	165	1,307	6,829	13,109	15,723
6345 · Janitorial Service	179	300	1,656	3,000	3,600
6390 · Professional Development	1,170	1,230	12,322	12,304	14,765
Total Expense	107,539	103,324	996,905	1,110,045	1,317,050
Net Ordinary Income	92,586	384,063	1,648,977	3,754,200	4,516,127
Other Income/Expense					
Other Expense					
83000 · HOME Pass-Through	72,980	50,746	522,263	507,462	608,954
8399 · Grants Contractual Services	10,106	319,076	1,080,502	3,190,765	3,828,918
Total Other Expense	83,087	369,823	1,602,764	3,698,227	4,437,872
Net Other Income	(83,087)	(369,823)	(1,602,764)	(3,698,227)	(4,437,872)
Net Income	9,499	14,240	46,213	55,973	78,255

Thomas Jefferson Planning District Commission
Balance Sheet Prev Year Comparison
As of April 30, 2022

	Apr 30, 22	Apr 30, 21	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
1100 · Cash	936,944.64	648,979.06	287,965.58
1189 · Capital Reserve	411,094.00	324,032.00	87,062.00
Total Checking/Savings	1,348,038.64	973,011.06	375,027.58
Accounts Receivable			
1190 · Receivable Grants	333,873.72	265,743.97	68,129.75
Total Accounts Receivable	333,873.72	265,743.97	68,129.75
Other Current Assets			
1310 · Prepaid Rent	1,041.67	1,041.67	0.00
1330 · Prepaid Insurance	8,638.78	11,068.70	-2,429.92
1360 · Prepaid Other	6,545.48	4,408.26	2,137.22
Total Other Current Assets	16,225.93	16,518.63	-292.70
Total Current Assets	1,698,138.29	1,255,273.66	442,864.63
Fixed Assets			
1411 · Power Edge T340 Server	9,175.61	9,175.61	0.00
1413 · Server Software	5,197.50	5,197.50	0.00
1400 · Office furniture and Equipment	92,151.29	123,885.29	-31,734.00
1499 · Accumulated Depreciation	-97,079.91	-119,536.07	22,456.16
Total Fixed Assets	9,444.49	18,722.33	-9,277.84
TOTAL ASSETS	1,707,582.78	1,273,995.99	433,586.79
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
2100 · Accounts Payable-General	296,691.02	3,036.81	293,654.21
Total Accounts Payable	296,691.02	3,036.81	293,654.21
Credit Cards			
2155 · Accounts Payable Credit Card	3,139.93	1,957.51	1,182.42
Total Credit Cards	3,139.93	1,957.51	1,182.42
Other Current Liabilities			
2150 · Accounts Payable Grants	0.00	0.00	0.00
2800 · Deferred Revenue	481,057.94	394,964.56	86,093.38
Total Other Current Liabilities	481,057.94	394,964.56	86,093.38
Total Current Liabilities	780,888.89	399,958.88	380,930.01
Long Term Liabilities			
2200 · Leave Payable	38,299.35	40,206.66	-1,907.31
Total Long Term Liabilities	38,299.35	40,206.66	-1,907.31
Total Liabilities	819,188.24	440,165.54	379,022.70
Equity			
3000 · General Operating Fund	431,087.62	394,122.42	36,965.20
3100 · Restricted Capital Reserve	411,094.00	324,032.00	87,062.00
Net Income	46,212.92	115,676.03	-69,463.11
Total Equity	888,394.54	833,830.45	54,564.09
TOTAL LIABILITIES & EQUITY	1,707,582.78	1,273,995.99	433,586.79

Accrued Revenue by Grant or Contract
For Year Ending June 30, 2022

Program Code	PROGRAM CONTRACTS/GRANTS Without Pass-Thrus	TOTAL PROGRAM CONTRACT/ GRANT AMOUNT	JULY 2021	AUGUST 2021	SEPTEMBER 2021	OCTOBER 2021	NOVEMBER 2021	DECEMBER 2021	JANUARY 2022	FEBRUARY 2022	MARCH FY22	APRIL FY22	YEAR TO DATE FY22	PREVIOUS YEARS	ESTIMATED BUDGET AMOUNT FOR FY23+	GRANT TO DATE	GRANT-CONTRACT REMAINING FY22	NOTES
110	State Support to PDC (DHCD)	89,971	6,330	6,331	9,831	7,497	7,497	7,497	7,497	7,497	7,497	7,497	74,971			74,971	15,000	State funding to TJPDC General
110	TJPDC Corporation												0			0	0	S01(c)3 Non-profit Arm
110	Bank Interest	1,221	59	64	56	62	66	82	106	130	257	339	1,221			1,221	0	Investment Pool Savings Income
170/171	Rural Transportation	58,000	7,184	4,458	3,238	2,297	2,704	2,872	2,453	4,026	7,779	7,860	44,871			44,871	13,129	VDOT Rural Transp Planning
190/195/198	MPO-PL	190,065	10,754	5,094	5,865	5,062	6,725	5,976	9,576	11,236	9,488	9,799	79,575		56,000	79,575	54,490	MPO PL Transp Planning
191/196/199	MPO-FTA	98,647	4,741	3,147	3,313	3,700	5,561	5,290	4,407	8,655	15,182	7,769	61,765		23,996	61,765	12,886	MPO FTA Transit Planning
273	Water Street Center	0	0	0	0	0	0	0	0	0	0	0	0			0	0	Rental Fees
273	Office Leases - Rent	18,490	1,150	2,070	3,010	1,950	1,810	1,950	1,250	2,020	2,720	560	18,490			18,490	0	Rental Fees
277	Legislative Liaison	102,981	6,486	6,515	7,263	5,705	8,050	5,942	12,988	14,189	10,327	2,905	80,370			80,370	22,611	David Legis Operations
278	VAPDC-ED	51,423	4,167	4,167	4,167	4,352	4,166	4,167	4,167	4,506	5,056	4,167	43,082			43,082	8,341	Contract for Admin Services
296	Member Per Capita	159,620	13,303	13,303	13,303	13,303	13,303	13,302	13,302	13,302	13,302	13,302	133,025			133,025	26,595	Local Govt Annual Contributions
303	Solid Waste	21,736	3,724	3,864	5,051	1,483	464	990	1,265	988	1,396	808	20,033			20,033	1,703	Contract for annual reporting
315	Stanardsville TAP	37,000	530	706	367	112	551	865	1,382	905	533	321	6,272	21,958	3,500	28,230	5,270	VDOT Streetscape Contract
316	Cherry Avenue	0	0	0	0	0	0	0	0	0	0	0	0			0	0	Project Completed
329	Rivanna River Corridor Phase II	88,000	3,339	1,409	0	0	0	0	0	0	0	0	4,748	83,252		88,000	0	Regional River Plan - Project Completed
334	Nelson TAP	5,831	384	441	4,710	296	0	0	0	0	0	0	5,831			5,831	0	Lovingsston Transportation Alternative Grant Assistance
723	TJCLT	0	0	0	0	0	0	0	0	0	0	0	0			0	0	Full Time TJCLT ED Services-contract ended
907	WIP Phase III - Contract #3	37,747	0	0	0	0	0	0	0	0	0	0	0	37,747	0	37,747	0	Chesapeake Watershed Assistance to DEQ
907	WIP Phase III - Contract #4	58,000	4,779	4,189	3,005	2,465	4,136	5,982	0	0	0	0	24,556	33,464		58,020	-20	Watershed Improvement Plan
907	WIP Phase III - Contract #5	58,000	0	0	0	0	0	0	2,878	2,970	7,884	3,676	17,408	0	32,556	17,408	8,036	Watershed Improvement Plan
908	RRBC	20,500	1,581	2,961	2,647	1,850	2,204	1,004	2,076	732	427	1,087	16,569			16,569	3,931	Rivanna Commission
Program Code	PROGRAM CONTRACTS/GRANTS With Pass-Thrus	0																
181	RTP-TDM	50,000	4,087	4,590	3,971	2,329	2,619	3,304	4,401	2,161	2,502	2,029	31,993			31,993	18,007	*Regional Transit Partnership
	RTP Pass-Thru	0	0	0	0	0	0	0	0	0	0	0	0			0	0	Grant Match if needed
182	Regional Transit Grant	34,138	1,021	1,757	2,274	2,550	2,755	1,629	1,883	1,091	3,597	3,250	21,807	5,045	4,000	26,852	3,286	*Regional Transit Vision Plan - Admin
	Regional Transit Pass-Thru	315,862	0	0	39,232	0	63,079	35,768	0	34,243	19,287		191,609		40,000	191,609	84,253	*Regional Transit Vision Plan - Consultant
183	Albemarle Transit Grant	14,950	2,829	1,631	863	1,300	371	696	1,506	384	914		10,494	5,626	0	16,120	-1,170	Albemarle Transit Expansion - Admin
	Alb Transit Pass-Thru	91,265	13,083	14,768	6,911	18,281	10,232	5,438	8,537	0	5,587		82,837	2,021	0	84,858	6,407	Albemarle Transit Expansion - Consultant
193	Rideshare	166,670	11,360	13,797	10,844	13,231	10,686	8,464	11,038	9,898	13,311	15,900	118,529			118,529	48,141	Rideshare TDM Program Marketing & Management
	Rideshare Pass-Thru	10,500	0	0	0	0	0	0	1,445	3,475	825		5,745			5,745	4,755	Potential contract for marketing plan
330	Hazard Mitigation	64,000	502	1,475	4,148	2,566	2,013	3,492	3,623	2,470	5,269	5,460	31,018	8,435	6,000	45,453	12,547	*24 month planning project resiliency
	Haz Mit Pass-Thru	0	0	0	0	0	0	0	0	0	0	0	0			0	0	Technical Support/Mapping (if needed)
726	HOME ARP	25,000	0	0	0	3,034	2,301	3,595	3,629	2,766	2,188	3,117	20,630			20,630	4,370	*HUD-ARPA Planning funds (not to exceed 5% of grant)
	HOME ARP Pass-Thru	10,000	0	0	0	0	0	0	0	0	0	0	0			10,000	0	*Consultant for Gap Analysis
727	HOME TJPDC Admin	64,661	5,904	5,908	6,673	4,655	7,276	3,943	3,805	2,565	6,934	4,193	51,856			51,856	12,805	*HUD HOME Housing Grants Admin
	HOME Pass-Thru	611,954	32,414	20,529	24,234	0	78,148	38,200	57,706	28,187	169,864	72,980	522,262			522,262	89,692	*HUD HOME Housing Grants Construction
728	Housing Preservation Grant Admin	21,938	1,502	2,267	1,678	2,200	1,757	1,476	815	1,320	1,772	2,183	16,970			16,970	4,968	*USDA Housing Repair Admin
	HPG Pass-Thru	124,313	0	15,406	4,973	0	6,250	0	1,155	0	12,049	9,744	49,577			49,577	74,736	*USDA Housing Repair Construction
729	Affordable Housing	4,500	2,396	604	1,000	0	500	0	0	0	0	0	4,500			4,500	0	Regional Housing Partnership
	RHP - Strategic Plan	21,000	0	0	0	0	10,400	0	5,525	2,400	0	0	18,325			18,325	2,675	Spark Mill - RHP Strategic Planning Consultant
732	VERP	17,500	2,216	558	1,645	0	0	0	452	1,073	1,992	1,027	8,963		6,818	8,963	1,719	*VA Eviction Planning Grant - Admin
	VERP Pass-Thru	279,234	7,250	7,250	0	27,815	0	0	0	2,520	0	363	45,198		129,545	45,198	104,491	*VA Eviction Planning Grant - Consultants
733	VA Housing	39,500	1,108	4,614	1,629	3,406	1,155	2,767	2,999	1,677	3,338	3,769	26,462			26,462	13,038	*VA Housing PDC - Admin
	VA Housing Pass-Through	500	0	0	0	0	0	0	0	0	500		500			500	0	*VA Housing PDC - Construction/Partnership
760	Blue Ridge Cigarette Tax Board	47,500	437	1,450	2,123	3,481	2,081	10,101	699	3,548	7,368	4,167	35,455			35,455	12,045	Includes Admin and One-time start up costs
	Cig Tax Pass-Through	1,402,121	0	0	0	0	0	0	208,102	217,967	260,960	224,659	911,688			911,688	490,433	Pass through - direct costs
761	VATI - Admin	39,361	0	0	0	0	0	0	0	10,192	6,571	11,854	28,617			28,617	10,744	VATI Admin - 36-42 months
	VATI Pass-Through	1,750,000	0	0	0	0	0	0	0	0	0	0	0		0		1,750,000	Program/Construction Pass-Through
	TOTAL - All Programs	6,303,698	154,620	155,323	178,024	134,982	258,360	175,292	380,667	399,093	606,676	424,785	2,867,822	197,549	302,415	3,071,371	2,929,912	TOTAL - All Programs
	Pass Thru Sub-totals	4,616,749	52,747	57,953	75,350	46,096	168,109	79,406	282,470	288,792	469,072	307,746	1,827,741	2,021	169,545	1,829,762	2,617,441	Pass-Thru Subtotal

\$98,431 12 month average
\$110,126 3 month average
\$107,539 last month

*Indicates unspent funds can 'roll-over' in FY23

Total Grant Funds Remaining	2,929,912
Pass-through funds	\$2,617,441
TJPDC Available Funds	\$312,471
Available funds per month	\$156,235.65

Central Virginia Regional Housing Partnership: TJPDC Appointments

Voting Member Title	Name
City of Charlottesville Elected or Planning Commission Official (1)	Michael Payne, City Councilor
Albemarle County Elected or Planning Commission Official (1)	Ned Gallaway, Board of Supervisor
Fluvanna County Elected or Planning Commission Official (1)	Gequetta Murray-Key, Planning Commissioner
Greene County Elected or Planning Commission Official (1)	Ron Williams, Planning Commissioner
Louisa County Elected or Planning Commission Official (1)	Rachel Jones, Board of Supervisor
Nelson County Elected or Planning Commission Official (1)	Jesse Rutherford, Board of Supervisor
TJPDC Appointed Non-Profit Housing Representatives (3)	Anthony Haro, Thomas Jefferson Area Coalition for the Homeless Dan Rosensweig, Habitat for Humanity of Greater Charlottesville Sunshine Mathon, Piedmont Housing Alliance
TJPDC Appointed Builder Representative (1)	Christopher Brement, Bramante Homes
TJPDC Appointed Developer Representative (1)	Chris Henry, Stony Point Development Group
TJPDC Appointed Financial Lender Representative (1)	Peter Holman, UVA Community Credit Union
TJPDC Appointed Design Professional Representative (1)	Greg Powe, Powe Studio Architects PC
*TJPDC Appointed Citizen/Resident Representative (Urban) (1)	Shelby Edwards, Public Housing Association of Residents
TJPDC Appointed Citizen/Resident Representative (Rural) (1)	Mozelle Booker, Fluvanna County Resident
University of Virginia (UVA) (1)	Colette Sheehy, University of Virginia
Thomas Jefferson Planning District Commission Commissioner (1)	Keith Smith, TJPDC Commission
Rural Nonprofit (Non-CHAACH) Representative (Nelson Community Development Foundation, Fluvanna/Louisa Housing Foundation, Skyline Community Action Partnership) – Appointed by TJPDC (1)	Margaret Clair, Nelson County Community Development Foundation
Workforce Investment Board (WIB) Chair (1)	Antwon Brinson, Workforce Investment Board Chair
Regional Transit Partnership (RTP) Chair (1)	Diantha McKeel, Regional Transit Partnership Chair
Blue Ridge Health Department (1)	Rebecca Schmidt, Blue Ridge Health Department

***Recommended Motion:** Motion to appoint Shelby Edwards, Executive Director of the Public Housing Association of Residents (PHAR), as the Urban Resident Representative for the Central Virginia Regional Housing Partnership.



Thomas Jefferson Planning District Commission
POB 1505, 401 E. Water Street, Charlottesville, VA 22902 www.tjpd.org
(434) 979-7310 phone • info@tjpd.org email

**RESOLUTION
ELECTION OF OFFICERS FOR FISCAL YEAR 2023**

WHEREAS, Article VI of the Bylaws of the Thomas Jefferson Planning District Commission state that the Commission shall elect the Officers of Chair, Vice-Chair, Treasurer, and Secretary at its annual meeting held in June of each year; and

WHEREAS, the terms of Officers are for a period of one year commencing at the end of the annual meeting and terminating at the next annual meeting, or until their successors are subsequently elected; and,

WHEREAS, the Chair and Vice-Chair may succeed themselves in office for no more than one additional term; and

WHEREAS, the Chair and Vice-Chair shall not be representatives of the same government subdivision nor shall they be elected officers of the governmental subdivision whose respective terms expire simultaneously; and

WHEREAS, the Bylaws define the responsibilities of the officers; and,

WHEREAS, Notice was provided to all Commission members of the Selection Committee's recommended slate of officers on May 5, 2022; and

WHEREAS, the Secretary and Treasurer need not be members of the Commission, and may succeed themselves in office; and

NOW, THEREFORE, BE IT RESOLVED that the following board directors are elected to serve as officers of the Commission for Fiscal Year 2023 or until their successors are duly elected and qualified:

<u>Name</u>	<u>Office</u>
Ned Gallaway (Albemarle County)	Chair
Tony O'Brien (Fluvanna County)	Vice-Chair
Keith Smith (Fluvanna County)	Treasurer
Christine Jacobs (Staff)	Secretary

Certification:

I certify that the foregoing vote for officers was duly adopted by the Thomas Jefferson Planning District Commission at a properly noticed open meeting held on the 2nd day of June, 2022 at which a quorum was present.

Christine Jacobs, Executive Director
Thomas Jefferson Planning District Commission

Jesse Rutherford, Commission Chair
Thomas Jefferson Planning District Commission

Date

Date

MEMO

To: Thomas Jefferson Planning District Commissioners
From: Ryan Mickles, Regional Planner III
Date: June 2, 2022
Re: Round 5 SMART SCALE Applications and Resolutions of Support

Purpose: As part of the Round 5 SMART SCALE application process, the Thomas Jefferson Planning District Commission will need to provide resolutions of support for project applications. The purpose of the resolutions of support is to ensure SMART SCALE applications are in keeping with regional goals and priorities. There are two separate resolutions of support for your consideration. Attachment B is a resolution for projects that the TJPDC will be applying for and submitting in Round 5. Attachment C is a resolution of support for Round 5 projects each member jurisdiction will be applying for individually.

Background: At the 2014 session, the Virginia General Assembly enacted legislation in the form of House Bill 2 (“HB2”) now titled “SMART SCALE” (§33.2-21.4), which established a new process for the allocation of transportation funding for projects within the state. The process requires transportation projects seeking state and federal transportation funding be submitted every two years for consideration by the Commonwealth Transportation Board. The Act and subsequent guidance developed a method for scoring projects based on merit. Projects are scored within VDOT construction districts or statewide. The Commonwealth Transportation Board uses the scoring to allocate limited funding resources to the highest ranked projects.

The TJPDC, as a regional governmental agency, and local governments within the PDC are eligible to submit no more than four applications each. The Charlottesville-Albemarle Metropolitan Planning Organization will consider a resolution of support for transportation projects within the MPO boundary and will also have the opportunity to submit four projects.

Issues: Planning District Commission staff worked with staff of local governments within the Planning District to identify transportation projects for Round 5 SMART SCALE applications. Attachment A is a list of candidate projects. PDC staff has reviewed project materials and found that all projects listed in Attachment A are in keeping with regional goals and policies.

Action Needed: The Planning District Commission needs to provide a resolution authorizing the PDC staff to submit its projects and a second resolution supporting municipalities within the TJPDC area applying for their projects. Resolutions of support are included as Attachments B and Attachment C. If there are any questions please contact Ryan Mickles rmickles@tjpd.org or Sandy Shackelford sshackelford@tjpd.org.

Attachment A: Projects

Applicant: Planning District

- 1. US250 at Rolkin Road Pedestrian Improvements:** The project would be composed of two main project elements: 1) An at-grade pedestrian crossing for the northern, eastern, and southern legs of the US250/Rolkin Road intersection; and, 2) Continuation of the sidewalk on the southern side of US250 (that currently ends at Rolkin Road) to State Farm Boulevard.
- 2. US250 at Peter Jefferson Parkway Intersection Improvements and Access Management:** The project would have four main elements: 1) Add a right-turn only for eastbound traffic on US250 (turning right onto Peter Jefferson Parkway) to reduce rear-end crashes at this intersection; the existing shared right-turn/thru-lane should be converted to thru-only; and, 2) Implement a “Thru-cut” at the US250/Peter Jefferson Parkway intersection such that thru-movements on the minor approaches are eliminated to maximize signal efficiencies and reduce delay; and, 3) Construct a new 50-space park and ride lot on the northwest corner of the US250/Peter Jefferson Parkway intersection; and, 4) Complete/close the existing median cut between Pantops Mountain Road and Peter Jefferson Parkway – this access management treatment is intended to improve safety and reduce delay. This application may include at-grade pedestrian crossings of US250 at Pantops Mountain Road and/or Peter Jefferson Parkway.
- 3. US250 at Route 22 Louisa Road Intersection Improvements:** The project would result in a displaced left-turn for traffic traveling east on US250 and turning north onto Louisa Road. The intersection will likely be signalized. Existing traffic signals will be rebuilt.
- 4. US250 at Milton Road Roundabout:** This project was identified as part of the VDOT Project Pipeline process. The project would construct a roundabout at this intersection.

Applicant: Fluvanna County

- 1. Route 600 South Boston Road at Route 618 Monticello Road:** Project will add a left turn lane to the Northbound Rte. 600 approach to the intersection.
- 2. Route 631 Troy Road and US250 Roundabout:** Project will convert the existing 2-way stop controlled intersection to a roundabout.
- 3. Route 53 at Turkeysag Trail:** Project will convert a 3-leg un-signalized intersection into a roundabout with crosswalks, sidewalks and shared use paths.

Applicant: Greene County

- 1. US29/Route 616 Carpenters Mill Road/ Commerce Drive Improvements:** (Resubmitting Round 4 application). Project will modify a 0.73 mile corridor with existing median crossings into a Superstreet to help facilitate safer movements crossing Route 29.
- 2. US33/Route 1071 Greencroft Boulevard Intersection Improvements:** Project will close crossover relocating westbound left turns to U-turn and southbound Through and left turns to the crossover just west of Advanced Mills Rd. The project will also relocate the eastbound left turns and northbound Through and left turn and to a new U-turn crossover east of the current intersection.
- 3. US33/Route 743 Advanced Mill Road Intersection Improvements:** Project will close crossover relocating westbound left turns to U-turn and southbound through and left turns to the crossover just west of Advanced Mills Road. The project will also relocate the eastbound left turns and northbound through and left turn and to a new U-turn crossover east of the current intersection.

Applicant: Louisa County

- 1. Route 208/US250 Intersection Improvements:** Project will convert the existing intersection to a roundabout that will include a park and ride lot on the parcel to the northeast of the intersection.
- 2. Route 15/US250 Intersection Improvement:** Project will provide an innovative intersection improvement in the form of a roundabout to address safety and operations issues. This project will include a shared used path along the east side of Route 15 and will have crosswalks on the north and west side of proposed roundabout. The proposal includes a full intersection improvement that will involve changing this intersection from a multi lane traditional four-way signaled intersection to a four-way roundabout with dedicated right turn lanes.
- 3. Spring Creek Parkway/Camp Creek Parkway/Route 15 Intersection Improvements:** Project will include. Signal re-timing, reconfigure three intersections, install two roundabouts adjacent to the main intersection. Removing left turn movements and relocating them to the roundabouts in order to create the bowtie configuration.

Applicant: Nelson County

- 1. US 29 at Route 653 Improvements:** Project will make turn lane improvements on Route 29 North and South, intersection improvements and alignment on Oak Ridge and Route 29 with additional capacity, with lane addition up to Diggs Mountain.
- 2. Route 6 at Route 151 Intersection Improvements:** Project will widen the east leg of the intersection creating a wider receiving lane for turning vehicles.
- 3. Route 151 at Tanbark Road Intersection Improvements:** Project will make a variety of intersection improvements to improve safety.

Attachment B: Planning District Project Resolution

Attachment C: Local Government Support Resolution



**RESOLUTION ENDORSING THE SUBMISSION OF SMART SCALE APPLICATIONS
REQUESTING TRANSPORTATION FUNDING BY THE THOMAS JEFFERSON PLANNING
DISTRICT**

WHEREAS, the Charlottesville Albemarle MPO (CAMPO), in cooperation with the Virginia Department of Transportation (VDOT) and the Virginia Department of Rail and Public Transportation (DRPT), completed a comprehensive Urban Long Range Transportation Plan (LRTP 2045) in 2019; and

WHEREAS, the 2045 LRTP supports the transportation improvements noted below; and

WHEREAS, during its 2014 session, the Virginia General Assembly enacted legislation in the form of House Bill 2 (“HB2”) now titled “Smart Scale”, which established new criteria for the allocation of transportation funding for projects within the state; and

WHEREAS, the Commonwealth Transportation Board (CTB) during its board meeting of June 17, 2015, approved the Policy and Guidelines for Implementation of a Project Prioritization Process in accordance with Smart Scale; and

WHEREAS, many of the transportation projects identified by the Commission meet the eligibility criteria for funding under Smart Scale; and

WHEREAS, it is in the best interests of the Thomas Jefferson Planning District to submit Smart Scale applications requesting state funding for eligible transportation projects; now, therefore be it

RESOLVED that the Thomas Jefferson Planning District Commission fully endorses the submission of Smart Scale applications requesting funding for the following transportation projects:

Planning District

- 1. (Albemarle) US250/Louisa Road (Rt 22) Intersection Improvements:** The project would result in a displaced left-turn for traffic traveling east on US250 and turning north onto Louisa Road. The intersection will likely be signalized and the existing traffic signals rebuilt.
- 2. (Albemarle) US250/Peter Jefferson Parkway Intersection Improvements and Access Management:** The project would:
 - Add a right-turn only for eastbound traffic on US250 (turning right onto Peter Jefferson Parkway) to reduce rear-end crashes at this intersection; the existing shared right-turn/thru-lane should be converted to thru-only
 - Implement a “Thru-cut” at the US250/Peter Jefferson Parkway intersection such that thru-movements on the minor approaches are eliminated to maximize signal efficiencies and reduce delay

- Construct a new 50-space park and ride lot on the northwest corner of the US250/Peter Jefferson Parkway intersection
 - Complete/close the existing median cut between Pantops Mountain Road and Peter Jefferson Parkway – this access management treatment is intended to improve safety and reduce delay. This application may include at-grade pedestrian crossings of US250 at Pantops Mountain Road and/or Peter Jefferson Parkway
3. **(Albemarle) US250/Rolkin Road Pedestrian Improvements:** The project will provide:
- An at-grade pedestrian crossing for the northern, eastern, and southern legs of the US250/Rolkin Road intersection
 - Continuation of the sidewalk on the southern side of US250 (that currently ends at Rolkin Road) to State Farm Boulevard
4. **(Albemarle) US250/Milton Road Intersection Improvements:** This project was identified as part of the VDOT Project Pipeline process and would include the construction a roundabout at this intersection.

ADOPTED this 2nd day of June 2022, by the Thomas Jefferson Planning District Commission being duly assembled.

ATTESTED:

Jesse Rutherford, Chair
Thomas Jefferson Planning District Commission



**RESOLUTION ENDORSING THE SUBMISSION OF SMART SCALE APPLICATIONS
REQUESTING TRANSPORTATION FUNDING BY THE LOCALITIES**

WHEREAS, the Thomas Jefferson Planning District Commission (TJPDC) in cooperation with VDOT and DRPT completed a comprehensive Rural Long Range Transportation Plan (RLRP 2040); and

WHEREAS, the 2040 RLRP supports the transportation improvements noted below; and

WHEREAS, during its 2014 session, the Virginia General Assembly enacted legislation in the form of House Bill 2 (“HB2”) now titled “Smart Scale”, which established new criteria for the allocation of transportation funding for projects within the state; and

WHEREAS, the Commonwealth Transportation Board (CTB) during its board meeting of June 17, 2015, approved the Policy and Guidelines for Implementation of a Project Prioritization Process in accordance with Smart Scale; and

WHEREAS, many of the transportation projects identified by the Commission meet the eligibility criteria for funding under Smart Scale; and

WHEREAS, it is in the best interests of the Thomas Jefferson Planning District to submit Smart Scale applications requesting state funding for eligible transportation projects; now, therefore be it

RESOLVED that the Thomas Jefferson Planning District Commission fully endorses the submission of Smart Scale applications requesting funding for the following transportation projects:

Applicant: Fluvanna County

- 1. South Boston Road (Route 600) at Monticello Road (Route 618):** Project will add a left turn lane to the Northbound Rte. 600 approach to the intersection.
- 2. Troy Road (Route 631) and Route 250 Roundabout:** Project will convert the existing 2-way stop controlled intersection to a roundabout.
- 3. Route 53 at Turkey Sag Trail:** Project will convert a 3-leg un-signalized intersection into a roundabout with crosswalks, sidewalks and shared use paths.

Applicant: Greene County

- 1. US 29/Route 616 Carpenters Mill Rd/ Commerce Dr. Improvements:** (Resubmitting Round 4 application). Project will modify a 0.73 mile corridor with existing median crossings into a Superstreet to help facilitate safer movements crossing Route 29.
- 2. US 33/Route 1071 (Greencroft Blvd.) Intersection Improvements:** Project will close

crossover relocating westbound left turns to U-turn and southbound Through and left turns to the crossover just west of Advanced Mills Rd. The project will also relocate the eastbound left turns and northbound Through and left turn and to a new U-turn crossover east of the current intersection.

3. **US 33/Route 743 (Advanced Mill Rd.) Intersection Improvements:** Project will close crossover relocating westbound left turns to U-turn and southbound through and left turns to the crossover just west of Advanced Mills Road. The project will also relocate the eastbound left turns and northbound through and left turn and to a new U-turn crossover east of the current intersection.

Applicant: Louisa County

1. **Route 208 & 250 Intersection Improvements:** Project will convert the existing intersection to a roundabout that will include a Park and Ride Lot on the parcel to the northeast of the intersection.
2. **Route 15 & 250 Intersection Improvement:** Project will provide an innovative intersection improvement in the form of a roundabout to address safety and operations issues. This project will include a shared used path along the east side of Route 15 and will have crosswalks on the north and west side of proposed roundabout. The proposal includes a full intersection improvement that will involve changing this intersection from a multi lane traditional four-way signaled intersection to a four-way roundabout with dedicated right turn lanes.
3. **Spring Creek/Camp Creek/Route 15 Intersection Improvements:** Project will include. Signal re-timing, reconfigure three intersections, install two roundabouts adjacent to the main intersection. Removing left turn movements and relocating them to the roundabouts in order to create the bowtie configuration.

Applicant: Nelson County

1. **US 29 at Route 653 Improvements:** Project will make turn lane improvements on Route 29 North and South, intersection improvements and alignment on Oak Ridge and Route 29 with additional capacity, with lane addition up to Diggs Mountain.
2. **Route 6 at Route 151 Intersection Improvements:** Project will widen the east leg of the intersection creating a wider receiving lane for turning vehicles.
3. **Route 151 at Tanbark Road Intersection Improvements:** Project will make a variety of intersection improvements to improve safety.

ADOPTED this 2nd day of June 2022, by the Thomas Jefferson Planning District Commission being duly assembled.

ATTESTED:

Jesse Rutherford, Chair
Thomas Jefferson Planning District Commission



RESOLUTION to APPROVE VATI BROADBAND GRANT CONTRACTS

WHEREAS, the Thomas Jefferson Planning District Commission (TJPDC) was awarded \$79,027,930 through the 2022 Virginia Telecommunication Initiative (VATI) program to support the region's partnership with Firefly Fiber Broadband (Firefly) to expand rural broadband access; and

WHEREAS, the TJPDC Commission has authorized the Executive Director to proceed to negotiate and award a comprehensive agreement with Firefly; and

WHEREAS, such agreement will recognize the TJPDC as the grant administrator for the project; and

WHEREAS, the project will be executed through a partnership including Firefly and other area utilities to complete a fiber build, using funds secured from the VATI grants, county contributions, and leveraged utility funds to aid with construction costs; and

WHEREAS, the awarding of the grant also will necessitate execution of additional agreements involving the TJPDC, Firefly, the Virginia Department of Housing and Community Development (DHCD), and localities participating in the grant; and

WHEREAS, an agreement between the DHCD (as grantor) and the TJPDC (as grantee) will stipulate conditions for commencing and carrying out the project in conjunction with Firefly; and

WHEREAS, a three-party agreement between TJPDC, Firefly and each of the 13 participating counties will stipulate responsibilities of each of the named entities during project execution; now therefore be it

RESOLVED, that TJPDC Commission hereby authorizes the Executive Director to proceed to negotiate and commit the TJPDC to the resulting contracts, in accordance with 15.2-4205(B)(4) of the *Code of Virginia*; and

RESOLVED, that the Commission authorizes the Executive Director to take all other actions necessary, consistent with the Commission Bylaws and approved Procedures Governing Purchases, to fulfill the TJPDC's responsibilities as the VATI grant administrator.

Adopted this 2nd day of June, 2022.

Christine Jacobs, Executive Director
Thomas Jefferson Planning District Commission

Jesse Rutherford, Commission Chair
Thomas Jefferson Planning District Commission

Date

Date

CONTRACT#: VATI #Insert Contract Number
GRANTEE: Insert Grantee Name

AGREEMENT

This AGREEMENT, entered into on the Start Date, by and between the Virginia Department of Housing and Community Development hereinafter referred to as “DHCD” and the Insert Grantee Name hereinafter referred to as “GRANTEE.”

WITNESSETH

WHEREAS, the Commonwealth of Virginia has been authorized to distribute and administer the Virginia Telecommunication Initiative (VATI), and

WHEREAS, DHCD has been authorized to distribute and administer funds awarded through the VATI grant-making process, and

WHEREAS, the Project as described in the VATI application submitted by the GRANTEE (“Project”) has achieved a sufficiently high ranking through a competitive application selection system to qualify for funds awarded through the VATI grant-making process based on the program guidelines and criteria of the funding source,

Now THEREFORE, the above-mentioned parties hereto do mutually agree as follows:

1. **Award.** DHCD agrees to award the GRANTEE a grant through the Virginia Telecommunication Initiative in the amount of Insert Grant Amount written out long form (Number in parenthesis) through the Coronavirus State and Local Fiscal Recovery Fund within the American Rescue Plan Act of 2021, which outlines special compliance and reporting requirements for broadband infrastructure projects, under which the GRANTEE must comply. These requirements are outlined in the special conditions section of this agreement.
2. **Technical Assistance.** DHCD agrees to provide the GRANTEE with technical assistance in establishing and implementing the administration this project.
3. **Project.** The GRANTEE will commence and carry out, in partnership with VATI Co-Applicant, hereinafter referred to as “THE COMPANY”, a broadband construction project designed to provide access to broadband services to insert number of serviceable units in the List Project location(s).
4. **Memorandum.** The GRANTEE must establish and execute a Memorandum of Agreement/Understanding with THE COMPANY, which is binding and enforceable to assure that the GRANTEE can adequately meet its contractual obligations under the grant awarded through the VATI grant-making process.

5. **Scope of Services.** The activities furnished by the GRANTEE shall include, but are not necessarily limited to, those outlined in **Exhibit A**, made a part of this agreement by this reference. The activities shall be provided in a manner satisfactorily to DHCD and in accordance with all applicable federal, state, and local laws.
6. **Contract Performance Period.** This contract shall commence on Start Date and be completed on End Date (“Contract Period Performance Date”), unless there are grant Special Conditions that require additional action by the GRANTEE for specific activity(ies). In such instances, the GRANTEE must complete the requirements of the Special Conditions, or the contract is terminated in accordance with other provisions herein. If the GRANTEE is unable to complete grant Activities by the above referenced date, the GRANTEE shall return all unexpended funds, unless a contract extension has been approved. Repayment of the unexpended funds shall be governed by Section 9 of this Agreement.
7. **Method of Payment.** As compensation for the activities under this agreement, DHCD agrees to pay the GRANTEE a total grant award not to exceed Insert Grant Amount (Number). This is a cost reimbursement contract and payment to the GRANTEE will be made as described in **Exhibit B**, made part of this agreement by this reference.
8. **Retainage.** DHCD shall retain ten percent (10%) of the grant award. DHCD will not accept, and GRANTEE agrees not to submit, any further progress remittance requests after 90% of the grant funds have been drawn down by the GRANTEE. DHCD will not be obligated to release any of the retainage unless all conditions precedent to payment described in this Agreement are met and GRANTEE and COMPANY are not in default under the terms of this Agreement. Upon the timely and proper completion of construction by GRANTEE and the COMPANY and approval of the final closeout report by DHCD, GRANTEE may submit a remittance request for remaining grant funds, less the post-closeout retainages described in Exhibit B, in accordance with the terms contained in Exhibit B. Following the submission to DHCD of the 6-month and 12-month post-closeout reports, GRANTEE may submit remittance requests for the respective sums retained for each such report.

9. Repayment

- a. *Repayment of funds awarded through the VATI grant-making process payments upon Determination of Inability to Comply:*
- i. If DHCD determines at any time before the Contract Period Performance Date that the GRANTEE in partnership with THE COMPANY is unlikely to meet its contractual obligations, DHCD shall promptly notify THE GRANTEE and may require the

submission of a Corrective Action Plan. Such a determination by DHCD will be based on such circumstances as a filing by or on behalf of THE COMPANY under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of THE COMPANY, an abandonment of the project by THE COMPANY or other similar significant event that demonstrates THE COMPANY will be unable or is unwilling to satisfy the targets for the grant awarded through the VATI grant-making process. DHCD reserves the right to require the GRANTEE to recoup funds from THE COMPANY at the GRANTEE'S expense and return those funds to DHCD.

- ii. If before the Contract Period Performance Date the GRANTEE in partnership with THE COMPANY does not meet at least ninety (90) percent of each of the [key deliverables] by and through the Contract Period Performance Date (tailor description to the agreement, miles of fiber or cable laid, new homes with service, etc.), DHCD shall promptly notify the GRANTEE and may require the submission of a Corrective Action Plan. DHCD reserves the right to require the GRANTEE to recoup funds from THE COMPANY at the GRANTEE'S expense and return those funds to DHCD.

b. ***Repayment Dates: Such repayment shall be due from the COMPANY to the GRANTEE within thirty (30) days of the date that DHCD issues its notice to GRANTEE to recoup funds from the COMPANY.*** Any VATI monies repaid by THE COMPANY to the GRANTEE hereunder shall be repaid promptly to DHCD for redeposit into the fund, which funded the project. GRANTEE shall use its best efforts to recover all such funds, including legal action for breach of the executed Memorandum of Agreement. The GRANTEE shall assume primary responsibility for filing and prosecuting any such legal action. GRANTEE shall have ultimate responsibility for the repayment of any sums hereunder but will be given time to pursue repayment from the COMPANY before repaying DHCD. DHCD will allow continued pursuit of repayment by the GRANTEE with monthly reports demonstrating full pursuit of repayment. If repayment is not received by the GRANTEE after one (1) year, the funds must be returned promptly to DHCD from the GRANTEE.

- c. ***Failure to Repay:*** If any repayment due pursuant to this Section 9 is not made by the COMPANY when due, DHCD may determine that further collection action is required, and DHCD may refer the matter to the Office of the Attorney General (the "OAG") for collection pursuant to Section 2.2-518 of the Virginia Code. In such event, by its signature below, the GRANTEE will be deemed to have assigned to the Commonwealth of Virginia all of its rights, title and interest in and to this Section 9 and all claims the GRANTEE has or may have against the COMPANY for recoupment of funds as contemplated in this Section 9. The GRANTEE shall include in its contract with the COMPANY a

provision that expressly consents to this assignment, that requires the COMPANY to pay back all funds subject to recoupment pursuant to this Section 9, and that provides that, in any matter referred to the OAG for collection, the COMPANY shall be liable to pay interest, administrative charges, collection costs, attorneys' fees, expert fees, consultant fees, and other applicable fees to the Commonwealth of Virginia and that interest on any outstanding repayment referred to the OAG shall accrue at the rate set forth in Section 6.2-301 A. of the Virginia Code (currently 6.0% per year) for the period from the date on which the repayment is due until paid.

10. **Service Territory Data Submission Requirement.** The GRANTEE shall provide DHCD with broadband service and coverage data and information ("Service Territory Data") in the time and formats established by DHCD in its Internet Service Provider Service Territory Data Submission Guidelines ("Data Submission Guidelines") pursuant to Section P of Item 114 of Chapter 552, 2021 Acts of Assembly, 2021 Special Session I ("Budget Amendment"). Service Territory Data shall be submitted through the Broadband Provider Data Submission Portal for the Commonwealth of Virginia established by DHCD to securely accept such data.
11. **Publicity.** GRANTEE agrees to recognize DHCD's support in their efforts to expand broadband in all project related communication with the media and its marketing publications. The following statement is suggested: ***"This project was funded/supported in collaboration with the Commonwealth of Virginia's Telecommunication Initiative."***
12. **Audit.** The GRANTEE shall submit one of the following financial documents for the GRANTEE's fiscal year identified below: Financial Statement**, Reviewed Financial Statement prepared by an Independent Certified Public Accountant (CPA), Audited Financial Statement prepared by an Independent CPA or an audit required by the Code of Federal Regulations (CFR), (2 CFR 200 Subpart F), audited by an Independent CPA. Please see the table below to determine which document your organization is required to submit. The threshold requirements outlined below are the *minimal* standards required by DHCD. We strongly encourage all organizations receiving funds from DHCD to undertake the highest level of financial management review to ensure practices and procedures are fully examined and evaluated.

Threshold Requirement	Document
Total annual expenditures ≤\$100,000 (Regardless of source)	Financial Statement prepared by organizations**
Total annual expenditure between \$100,001 and \$300,000 (Regardless of source)	Reviewed Financial Statement prepared by an Independent Certified Public Accountant (CPA)

Total annual expenditures > \$300,000 (Regardless of source)	Audited Financial Statement prepared by an Independent CPA
Federal expenditures $\geq$ \$750,000	2 CFR 200 Subpart F--Audited by an Independent CPA

**Does not require preparation by a CPA

Entities shall file the required financial document in the Centralized Application and Management System (CAMS) within nine (9) months after the end of their fiscal year or 30 (thirty) days after it has been accepted, (Reviewed Financial Statement, Audited Financial Statement, and Single Audit Act only) whichever comes first.

The full DHCD Audit Policy, including an explanation of the specific document requirements, can be found online at:
<https://www.dhcd.virginia.gov/sites/default/files/Docx/audit-policy/dhcd-financial-statement-audit-policy-2019.pdf>

GRANTEE shall maintain all data and records related to the project made the subject of this AGREEMENT ("Project") for a period of five (5) years following the conclusion of the Project for the purposes of compliance with potential audits. Entities will produce all data and records related to the Project upon written request by DHCD or its successors or designees within thirty (30) days following said request.

13. Certifications and Representations and Warranties.

a. All information and documentation submitted to DHCD in connection with or which accompanied the application out of which this Agreement arises and/or in connection with any contract or agreement that may result from an award arising out of said application are true and accurate in all material respects.

b. No principal, partner, shareholder, director, officer, member, manager or other employee of the COMPANY with managerial control or responsibility over said entity or any significant aspect of its operations in the Commonwealth of Virginia were employed (i) by the awarding agency and involved in the evaluation and scoring of applications received for consideration of award during a period of one (1) year prior to the date of the announcement of project awards, or (ii) by the Governor's administration during a period of two (2) years prior to the date of the execution of this Agreement.

c. The GRANTEE hereby represents and warrants that the certifications are true and correct in all respects and that DHCD may reasonably rely upon such certifications as statements of preexisting facts.

d. The GRANTEE shall include provisions requiring the COMPANY to make the following certifications in the GRANTEE'S contract with the COMPANY as a condition to entry into the GRANTEE'S contract with the COMPANY: All information and documentation submitted to the GRANTEE and DHCD in connection with or which

accompanied the application out of which this Agreement arises and/or in connection with any contract or agreement that may result from an award arising out of said application are true and accurate in all material respects. No principal, partner, shareholder, director, officer, member, manager or other employee of the COMPANY with managerial control or responsibility over said entity or any significant aspect of its operations in the Commonwealth of Virginia were employed (i) by the awarding agency and involved in the evaluation and scoring of applications received for consideration of award during a period of one (1) year prior to the date of the announcement of project awards, or (ii) by the Governor's administration during a period of two (2) years prior to the date of the execution of this Agreement. The COMPANY hereby represents and warrants that the certifications are true and correct in all respects and that the GRANTEE and DHCD may reasonably rely upon such certifications as statements of preexisting facts.

14. Miscellaneous.

- a. *Entire Agreement; Amendments:* This AGREEMENT constitutes the entire agreement among the parties hereto as to the Project and any associated VATI Grant and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The GRANTEE may not assign its rights and obligations under this Agreement without the prior written consent of DHCD.
- b. *Governing Law; Venue:* This AGREEMENT is made, and is intended to be performed, in the Commonwealth of Virginia and shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Richmond, Virginia and such litigation shall be brought only in such court.
- c. *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.
- d. *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
- e. *Attorneys' Fees:* Except as provided in Section 9, attorneys' fees shall be paid by the party incurring such fees.

SPECIAL CONDITIONS FOR PROJECTS FUNDED BY THE CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND

1. **Compliance with Federal, State, and Local Laws.** In addition to the provisions provided, the GRANTEE and the COMPANY must comply with all applicable federal laws and regulations, and with all requirements for state, local, and Tribal laws and ordinances to the extent that such requirements do not conflict with federal laws.
2. **Low-Income Service Option; Participation in the Affordable Connectivity Program.** The GRANTEE must require the COMPANY to either participate in the Federal Communications Commission's (FCC) Affordable Connectivity Program (ACP), or otherwise provide access to a broad-based affordability program to low income consumers in the proposed service area of the broadband infrastructure that provides benefits to households commensurate with those provided under the ACP.
3. **Non-Discrimination.** The GRANTEE of federal financial assistance from U.S. Department of the Treasury ("Treasury") are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of federal funds. Those requirements include ensuring that entities receiving federal financial assistance from Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 C.F.R. part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 C.F.R. part 28; Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 C.F.R. part 23.
4. **OMB Uniform Guidance for Federal Awards.** The GRANTEE must comply with 2 CFR Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which includes but is not limited to, Subpart B (2 CFR 200.100), General Provisions; Subpart C (2 CFR 200.200), Pre-Federal Awards Requirements and Contents of Federal Awards; Subpart D (2 CFR 200.300), Post Federal Award Regulations; Subpart E (2 CFR 200.400), Cost Principles; Subpart F (2 CFR 200.500), Audit Requirements; and all accompanying Appendices. The GRANTEE is encouraged to review this list of requirements, beginning on Page 6 of the Coronavirus [State and Local Fiscal Recovery Fund Compliance and Reporting Guidance](#). For any and all contracts made by a non-Federal entity under a Federal award, 2 CFR 200.326 requires the following contract provisions (as found in Appendix II to Part 200) be included and

adhered to as applicable and unless specifically excluded by other Federal regulations.

- a. **Single Audit Requirements.** If the GRANTEE expends more than \$750,000 in Federal awards during their fiscal year, the GRANTEE will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. The GRANTEE may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.



In witness whereof, the parties hereto have executed or caused to be executed by their duly authorized official this AGREEMENT in duplicate, each copy of which will be deemed an original.

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

BY: _____ DATE: _____
Tamarah Holmes, Ph.D, Director, Office of Broadband

City of Richmond,
Commonwealth of Virginia

I do certify that Tamarah Holmes, Ph.D., personally appeared before me and made oath that she is the Director, Office of Broadband at the Department of Housing and Community Development and that she is duly authorized to execute the foregoing document.

My commission expires: _____.

Given under my hand this _____ day of Date.

Notary Public

Registration Number

Grantee Name

BY: _____ DATE: _____
Chief Executive Officer, Title

Locality
Commonwealth of Virginia

I do certify that Chief Executive Officer personally appeared before me and made oath that he/she is the Title, Virginia and that he is duly authorized to execute the foregoing document.

My commission expires: _____.

Given under my hand this _____ day of Date.

Notary Public

Registration Number

SCOPE OF WORK

GRANTEE Name: Insert Grantee Name
Contract Period: Insert Contract Period
Contract Number: Insert Contract Number

A. Grant Requirements. The GRANTEE will commence, carry out and complete the following activities:

PROJECT TITLE: Insert Project Title
GRANT ACTIVITIES: Insert Grant Activities
OUTCOMES: Insert Project Outcomes

B. Reporting Requirements. GRANTEE agrees to provide the following reports to DHCD:

- a. Monthly progress reports by the 15th of each month using the template in CAMS.
- b. Final project progress report within **30 days** of project completion date using the template in CAMS.
- c. Post-closeout report on subscribers using the template in CAMS at six (6) months and 12 months from project closeout date.

C. Compliance Monitoring. DHCD will conduct an Interim and Final Compliance Review. The GRANTEE will make all records available upon request by DHCD.

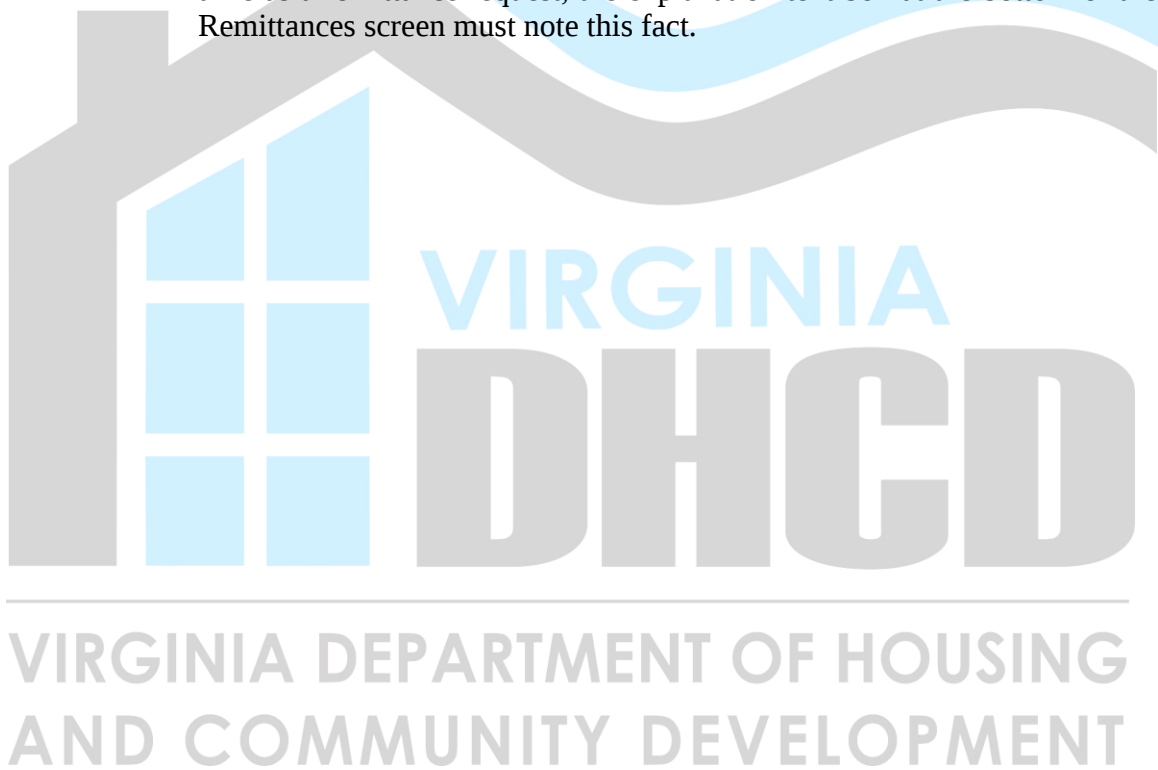
D. Quality of Work. The Project may be monitored through on-site visits by DHCD. Upon completion of the Project and to assist the DHCD in its determination that the quality of work is satisfactory, THE COMPANY will provide speed validation data to the GRANTEE and/or a DHCD representative to ensure broadband speeds meet VATI criteria.

E. Record Keeping Requirements

The GRANTEE shall retain financial records, supporting documents, reports, and all other records pertinent to the VATI award for a period of no less than **five years** from the date of submission of the final expenditure report. When applicable, all contractors or GRANTEE shall comply with the Virginia Public Procurement Act § 2.2-4300 et seq. of the Code of Virginia, which requires that all original bids together with all documents pertaining to the award of a contract shall be retained in accordance with a retention period of at least five years.

F. Administrative Requirements. The Grantee must use the Centralized Application and Management System (CAMS) to provide all documentation including, but not limited to:

- a. After the AGREEMENT has been executed, the GRANTEE must submit the project budget into CAMS.
- b. All correspondence, including contract amendment and budget revision request documents, must be uploaded into “Reports and Communication” in CAMS as *correspondence* documents.
- c. All DOCUMENTS required by this contract must be uploaded into “Reports and Communication” in CAMS as *contract* documents.
- d. All remittance requests must be submitted through “Remittance” in CAMS. If documents are submitted in “Reports and Communication” at the same time as a remittance request, the explanation text box at the bottom of the Remittances screen must note this fact.



METHOD OF PAYMENT

GRANTEE Name: Insert Grantee Name
Contract Period: Insert Contract Period
Contract Number: Insert Contract Number

DHCD will provide Insert Grant Amount (Number) in funds awarded through the VATI grant-making process for the reimbursement of eligible expenses required to complete project activities described in **Exhibit A.**

The GRANTEE must review all remittances/invoices from THE COMPANY and verify that the completion of key project deliverables are in accord with the approved milestone timeline in **Exhibit C.** made part of this agreement by this reference.

Matching Funds. A total of **Insert Match Funds (Number)** in matching funds is committed to this project by the GRANTEE and the Company. These funds shall be expended prior to, or in proportion to funds awarded through the VATI grant-making process as outlined in the approved budget. Documentation on the expenditure of these funds shall be maintained by the GRANTEE and reported to DHCD with each monthly report and within the final progress report.

Payment of Grant Funds. DHCD agrees to make payment to the GRANTEE upon receipt in CAMS of a properly completed remittance and supporting documentation. The GRANTEE must complete and submit the VATI Cost Performance Index (CPI) form with every remittance. DHCD reserves the right to deny any remittance requests or request further explanation from projects with a CPI value of less than .9. Submissions of remittance may be made allowing approximately thirty (30) days for the receipt of funds. Funds are to be immediately disbursed by the GRANTEE and shall not be deposited in an interest-bearing account.

Payments for grants administration expenses will be accepted and processed only on a pay-for-performance basis in accordance with the approved performance based administrative budget in **Exhibit D.**

Notwithstanding the effective date of this contract INSERT DATE, budgeted administrative expenses, including soft costs and materials incurred prior to this date have been approved for reimbursement. The effective date of this authorization is INSERT DATE

Payment of Closeout Retainage Expressly conditioned upon the timely and proper final completion of construction, DHCD's receipt of the final closeout report and all Service Territory Data for the Project in a form and manner acceptable to DHCD, and submission of all requiring supporting documentation described in Exhibit A in a form and manner acceptable to DHCD, DHCD agrees to release the remaining retainage, less the post-closeout retainages described in the table below.

Payment of Post-Closeout Retainage. DHCD agrees to release the 6 month post-closeout retainage described in the table below conditioned upon its timely and proper receipt of the 6 month post-closeout report in a form and manner acceptable to DHCD. DHCD agrees to release the 12 month post-closeout retainage described in the table below conditioned upon its timely and proper receipt of the 12 month post-closeout report in a form and manner acceptable to DHCD.

Total VATI Award	Retainage Release upon submission of below post-closeout report	
	6 month post-closeout	12 month post-closeout
<\$1 million	\$3,000	\$2,000
≥\$1 million, <\$5 million	\$6,000	\$4,000
≥\$5 million, <\$10 million	\$30,000	\$20,000
≥\$10 million, <\$35 million	\$60,000	\$40,000
≥ \$35 million	\$120,000	\$80,000

Budget Revisions/Amendments. The GRANTEE shall not obligate, encumber, spend or otherwise utilize grant funds awarded through the VATI grant-making process for any activity or purpose not included or not in conformance with the budget as apportioned and as submitted to DHCD unless the GRANTEE has received explicit approval by WRITTEN NOTICE from DHCD to undertake such actions.

Data Condition: Further, and notwithstanding anything to the contrary contained herein, payment to the GRANTEE shall be expressly conditioned and contingent upon the proper and timely receipt by DHCD of the Service Territory Data as required in this Agreement.

MILESTONE TIMELINE

GRANTEE Name: Insert Grantee Name

Contract Period: Insert Contract Period

Contract Number: Insert Contract Number



PERFORMANCE BASED ADMINISTRATIVE BUDGET

GRANTEE Name: Insert Grantee Name

Contract Period: Insert Contract Period

Contract Number: Insert Contract Number



**Agreement between Thomas Jefferson Planning District Commission,
Firefly, and ____ (Participating County) ____
Regarding Awarded VATI 2022 Funding**

This Grant Agreement (“Agreement”), effective December 15, 2021, and dated June 1, 2022, is entered into by and between the Thomas Jefferson Planning District Commission (TJPDC), a public body corporate and politic jointly and cooperatively created by its member localities pursuant to Virginia Code § 15.2-4200 *et seq.*, Firefly Fiber Broadband (FIREFLY), and ____ (Participating County) ____, (“the Parties”).

WITNESSETH:

- A. WHEREAS, the Commonwealth of Virginia established the Virginia Telecommunication Initiative (VATI); and
- B. WHEREAS, pursuant to the VATI program guidelines and statutory authority, the primary objective of VATI is to provide financial assistance to supplement construction costs by private sector broadband providers, in partnership with local units of government, to extend broadband facilities to areas that presently are unserved by any broadband provider; and
- C. WHEREAS, the Virginia Department of Housing and Community Development (DHCD) has been authorized to distribute and administer funds awarded through the Virginia Telecommunications Initiative (VATI) grant-making process; and
- D. WHEREAS, ____ (Participating County) ____ pledged its support for obtaining VATI funding to achieve deployment of a fiber-to-the-premises last-mile broadband network to offer service to all locations within ____ County and within all other participating counties; and
- E. WHEREAS, ____ (Participating County) ____ resolved to participate in this regional project, to fully support the application, and to provide matching funds up to \$ ____ at its ____ (date) ____ Board of Supervisors meeting; and
- F. WHEREAS, the participating counties cooperated in the VATI 2022 grant application process, with TJPDC as the primary applicant and FIREFLY as the co-applicant, and the parties understand the participating counties remain committed to bringing universal broadband internet access to their residents and businesses; and
- G. WHEREAS, DHCD awarded TJPDC and co-applicant FIREFLY a 2022 VATI grant (VATISF#2022-034 on December 15, 2022) to provide a fiber optic network that would extend through parts of the participating counties; and
- H. WHEREAS, this VATI project is anticipated to take at least 36 months from the date of the grant award to complete; and

I. WHEREAS, ____ (Participating County) ____ has the \$ ____ in matching funds committed to support the ____ County portion of the project; and

J. WHEREAS, the Parties now enter into this agreement (“TJPD/C/FIREFLY ____ (Participating County) ____ Agreement”) formally setting forth the respective roles regarding the work and project as the VATI grant has been awarded.

NOW, in consideration of the recitals, mutual promises, and such other consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, TJPD/C, FIREFLY and ____ (Participating County) ____ now hereby agree as follows:

TJPD/C, on behalf of itself, ____ (Participating County) ____, and the counties participating in the VATI grant will do the following:

- 1) Maintain all data and records related to the project for a period of five (5) years following the conclusion of the project for the purposes of compliance with potential audits; and
- 2) Serve as fiscal agent for the project and maintain accurate records of the financial expenditures of the VATI monies, including, but not limited to financial reports, monthly funding draws, approval of FIREFLY expenditures and invoices, documentation of matching funds, receipt and disbursement of matching funds, etc.; and
- 3) Provide overall grant management of the VATI project, as well as coordination and administration of the project by working as a liaison between the counties, FIREFLY and DHCD; and
- 4) Assist the participating counties and FIREFLY with educating the public about the project and services to be available in their respective areas; and
- 5) Submit invoices to ____ (Participating County) ____ that detail the County’s expense obligations for the required matching funding for project completion in the ____ (Participating County) ____ area; and
- 6) Provide a copy of the monthly financial and performance report to DHCD that provides information on progress against established project milestones as approved by DHCD; and
- 7) At ____ (Participating County) ____ request, share or request from FIREFLY all invoices applicable to the construction project in ____ (Participating County) ____ and cooperate with the County to verify pre-construction or construction work has been completed or equipment has been ordered and received prior to disbursing any VATI funds; and
- 8) Use its best efforts to request the full amount of grant funds prior to June 30, 2025; and
- 9) Notify FIREFLY and ____ (Participating County) ____ immediately of any change in the availability of funding; and
- 10) Cooperate with FIREFLY in requesting from DHCD any needed extension to the completion date; and
- 11) Share FIREFLY’s post-closeout subscriber reports with ____ (Participating County) ____.

FIREFLY will:

- 1) Provide the TJPDC with required information for the management of the VATI grant, including, but not limited to progress reports and monthly invoices, to include all supporting documentation to verify eligible expenses; and
- 2) Prepare and file the required documents to the localities for zoning and permit applications; and
- 3) Design, engineer, construct and implement broadband services as designated in the VATI application, in compliance with the grant program requirements; and
- 4) Allow TJPDC or ____ (Participating County) ____ to audit and verify project progress at reasonable times and places, including the inspection of project sites. TJPDC and ____ (Participating County) ____ and its representatives, agents, and employees must maintain the confidentiality of any proprietary information obtained or learned through such audits or inspections and agree to indefinitely maintain such confidentiality to the furthest extent permitted under law. Firefly agrees to notify TJPDC and ____ (Participating County) ____ of any information it asserts should be subject to this subsection prior to providing such information; and
- 5) Guarantee that the minimum bandwidth offerings for the project will be no less than the Federal Communications Commission's definition of broadband as of the date of project commencement; and
- 6) Provide service extensions from the network backbone of up to 2,500 feet to any location within the project service area; and
- 7) Participate in the federal Affordable Connectivity Program; and
- 8) Perform the necessary speed testing and reporting to comply with the DHCD Agreement; and
- 9) Own, along with Rappahannock Electric Cooperative, all assets to be funded by VATI grant monies and the localities matching funds; and
- 10) Provide ongoing communication and outreach to the counties and its residents throughout the project; and
- 11) Indemnify, defend, and hold ____ (Participating County) ____ and TJPDC harmless for any failure(s) by it to complete any Grant Activities described in the DHCD Contract Documents; and
- 12) Provide all invoices requested by TJPDC applicable to the construction project and cooperate with TJPDC or ____ (Participating County) ____ to verify pre-construction or construction work has been completed or equipment has been ordered and received prior to receiving any VATI funds; and
- 13) Provide to TJPDC its post-closeout subscriber reports necessary to fulfill reporting requirements by TJPDC to DHCD, according to its agreement with DHCD.

____ (Participating County) ____ will:

- 1) Provide matching funds in an amount not to exceed \$ ____ for the grant activities constructed in and provided to ____ (Participating County) ____ over the period of the project; and
- 2) Maintain all data and records related to the project for a period of five (5) years following the conclusion of the project; and

- 3) Produce all data and records related to the project upon written request of TJPDC or DHCD or its successors or designees within thirty (30) days; and
- 4) Provide prompt payment of submitted invoices to TJPDC within 45 days of the receipt of an invoice; and
- 5) Acknowledge and agree that a certain portion of the DHCD VATI award may be retained by DHCD and paid in accordance with the provision of the DHCD Agreement; and
- 6) Cooperate with TJPDC and FIREFLY to communicate the project to ____ (Participating County) residents and business owners; and
- 7) Recognize TJPDC, FIREFLY, and DHCD support in their efforts to expand broadband in all project-related communication with the media and its marketing publications; and
- 8) Cooperate with FIREFLY in requesting from DHCD any needed extension to the completion date.

All Parties will use due diligence and best efforts on community outreach and marketing the availability of service, which is the intent of the project and VATI program. The Parties acknowledge, however, that the actual number of customers who choose to subscribe is beyond the Parties' control. The Parties also acknowledge that the DHCD's intent is that the Parties exercise due diligence and best efforts and that no funds will be returned to the Commonwealth nor retained by TJPDC and ____ (Participating County) so long as the Parties in fact exercise due diligence and best efforts to reach the project and program goals.

CONTRACT PERFORMANCE

This agreement will terminate when DHCD notifies the TJPDC that all grant requirements have been satisfied.

This Agreement constitutes the entire agreement as to the Project and any associated VATI grant. Amendments or modifications may not be amended or modified except in writing, signed by each of the parties hereto.

Recognizing the scale and complexity of this project, to the extent that changes to the project management schedule arise due to requirements imposed by DHCD or for any other reason not caused by the action or failure to act by any party to this agreement, including Acts of God, weather events, or construction supply and/or labor shortages, the Parties agree to engage in good faith discussions to undertake modifications to the schedule. All agreed-upon changes to the project management schedule shall be set forth in a new written schedule and provided to all Parties. A formal amendment to this Agreement shall not be required, but the Parties will cooperate to request a project completion date extension from DHCD as needed.

This Agreement is conditioned upon TJPDC and other necessary parties executing the DHCD Agreement and obtaining funding under the VATI program.

The Parties will cooperate with any audit of this project and Grant Activities undertaken by DHCD. This responsibility survives the termination of this Agreement. TJPDC and ____(Participating County)_____ and its representatives, agents, and employees agree to maintain the confidentiality of any proprietary information obtained or learned through such audits and agree to indefinitely maintain such confidentiality to the furthest extent permitted under law.

This Agreement is made and is intended to be performed in the Commonwealth of Virginia and must be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

[SIGNATURE PAGES INCLUDED ON THE FOLLOWING THREE PAGES]

DRAFT

MEMORANDUM

To: TJPDC Commissioners
From: Christine Jacobs, Executive Director
Date: June 2, 2022
Re: Executive Director's Report

Purpose: To review the current agenda packet and inform Commissioners of Agency Activities since May 5, 2022.

Administration

- June 2, 2022 Meeting Agenda

- 1. Call to Order and Roll Call**

- a. Reading of the Electronic Meeting Notice (Read by Ruth Emerick)

- 2. Matters from the Public**

- a. Comments from public – limited to no more than 2 minutes per person
 - b. Comments received via written and electronic communication (Read by Ruth Emerick)

- 3. Presentations**

- a. Virginia Telecommunications Initiative (VATI) Update – Lori Allshouse, VATI Program Director, will give an update on the progress of the punch list items required to enter into a contract with the Department of Housing and Community Development to administer the regional VATI broadband grant. Lori will discuss next steps, to include the need to enter into various contracts (Three-Party Agreements with each jurisdiction, TJPDC/DHCD). Later in the meeting, staff will request support for a resolution that authorizes the Executive Director to negotiate and commit the TJPDC to resulting contracts.

- 4. *Consent Agenda**

- a. Minutes of the May 5, 2022 Commission Meeting
 - b. April Financial Reports – Total income for April was \$200,126 with operating expenses of \$107,539 and total pass-through expenses of \$83,087. There was a net gain in April of \$9,499 with a year-to-date net gain of \$46,213. With 10 months (or 83%) of our fiscal year complete, we have received 45% of our budgeted income (due to delays in realizing large pass-thru revenues associated with the VATI grant). We have expended 76% of our total budgeted operating expenses of \$1,317,050. Net Quick Assets are \$917,249, which is 9.32 months of operating expenses. Capital reserves balance is \$425,092. Unrestricted cash on hand is \$603,071, which represents 6.13 months of operating expenses (which is above the 4-month goal).

***Staff recommends approval of the consent agenda.**

5. New Business

- a. Regional Housing Partnership (RHP) Appointment – The RHP is an advisory board that consists of 21 voting members (8 of which are appointed by the TJPDC Commission). Included in the meeting packet is the list of current members. The urban resident representative seat on the partnership needs to be filled.

Staff recommends a motion to appoint Shelby Edwards, the Executive Director of the Public Housing Association of Residents, to the Central Virginia Regional Housing Partnership as the urban resident representative.

- b. Following the lead of the federal government, the State of Virginia and the local governments in our region, the TJPDC will observe Juneteenth, the oldest known commemoration of the end of slavery in the U.S., as a paid holiday. As June 19, the day of observance, falls on a Sunday in 2022, the TJPDC holiday will occur on Monday, June 20. We anticipate officially incorporating this holiday into updates to our employee handbook later this year. In the meantime, staff seeks support to observe the holiday in FY22 prior to official adoption in the amended employee handbook.

Staff recommends a motion to approve TJPDC observance of Juneteenth on June 20, 2022.

6. Resolutions

- a. Resolution to Elect TJPDC Officers for FY23: The TJPDC bylaws state that the Commission shall elect the officers of chair, vice-chair, treasurer, and secretary at its annual meeting held in June each year. The Chair and Vice-Chair may succeed themselves in office for no more than one additional year. The Chair and Vice-Chair shall not be representatives of the same government subdivision nor shall they be elected officers of the governmental subdivision whose respective terms expire simultaneously. In the May 5th commission meeting the selection committee presented the recommended following slate of officers:
 1. Ned Gallaway, Chair
 2. Tony O'Brien, Vice Chair
 3. Keith Smith, Treasurer
 4. Christine Jacobs, Secretary

Staff recommends a motion to approve a resolution electing the recommended slate of board directors and staff to serve as officers of the commission for fiscal year 2023.

- b. SmartScale Resolutions:
 - i. A detailed staff memo is included in the meeting materials that lists and details the proposed projects for FY23 Smart Scale Applications.
 - ii. Resolution of Support for TJPDC SmartScale Applications –The TJPDC is able to submit four applications for SmartScale funding.

Staff recommends a motion to endorse the submission of SmartScale Applications requesting funding for transportation projects by the Thomas Jefferson Planning District Commission.

- iii. Resolution of Support for Rural Transportation SmartScale Applications – Local rural jurisdictions within our region will be submitting applications for transportation projects. As part of their applications, jurisdictions are required to obtain support/consistency from the TJPDC. All projects are confirmed to be consistent with the Rural Transportation Plan. Due to no TJPDC meeting in July, TJPDC support is asked for now prior to the August 3rd submission deadline.

Staff recommends a motion to endorse the submission of SmartScale Applications requesting transportation funding by the localities.

- c. Resolution to Approve VATI Broadband Grant Contracts: The TJPDC was awarded \$79,027,930 through the Virginia Telecommunications Initiative (VATI) program. The TJPDC Commission has authorized the Executive Director to proceed with negotiations and award a comprehensive agreement with Firefly. The awarding grant also necessitates execution of additional agreements involving the TJPDC, Firefly, the Virginia Department of Housing and Community Development (DHCD), and localities participating in the grant. An agreement between the TJPDC and DHCD will stipulate conditions for carrying out the project in conjunction with Firefly. A three-party agreement between the TJPDC, Firefly, and each of the 13 participating counties will stipulate responsibilities of each of the named entities during project execution. Staff recommends that the Commission authorize the Executive Director to negotiate and commit the TJPDC to the resulting contracts, as well as take all other actions necessary, consistent with the Commission Bylaws and approved Procedures Governing Purchases, to fulfill the TJPDC's responsibilities as the VATI grant administrator. A copy of the DHCD VATI Contract template and a Three-Party Agreement template are included in the meeting materials.

Staff recommends a motion to approve a resolution to approve VATI Broadband Grant Contracts.

7. Executive Director's Monthly Report

a. Housing –

- i. Staff attended a HousingX conference in Newport News on innovation and rapid change that is transforming the housing industry. Regional Housing Partnership chair, Keith Smith, participated in a brief presentation on the RHP's work in the TJPDC region.
- ii. The Regional Housing Partnership is interested in hosting an in-person Housing Summit in December 2022 (pending space availability and sufficient funding). Staff applied for, and was awarded, a \$15,000 Housing Events Sponsorship from Virginia Housing to support the summit. Staff will be working to secure an additional \$35,000 in sponsorships, donations, and contributions to hold the event.
- iii. USDA released a notice seeking applications for Housing Preservation Grants on May 26th. Unfortunately, the applications are due before the TJPDC Commission's

regularly scheduled August meeting (and the Commission does not meet in July). Staff recommends, that upon public notice of an open public comment period, the TJPDC Commission gathers for a brief special session on Thursday, June 23rd for a brief presentation, Inter-Governmental Review, and Resolution of Support of the proposed Housing Preservation Grant activities that will be included in the TJPDC's application, due July 11, 2022.

- iv. TJPDC has received proposals from consultants to complete the required HOME-ARP gap and needs analysis. Staff expects to issue a notice to proceed in June.

b. Transportation –

- i. The Commonwealth Transportation Board's draft budget includes funding for a Regional Transit Governance Study as well as funding for the Albemarle Transit Expansion demo grant. The draft budget will go before the CTB in its June meeting. Staff will continue to monitor if the funding is approved.
- ii. A public meeting was held for the North29 Corridor study. Staff is working with VDOT and the project consultants on one additional public meeting.
- iii. Consultants for the Regional Transit Vision plan presented to the Regional Transit Partnership in their May meeting. The presentation included a draft vision and goals as well as recommended regional transit system configurations (constrained and unconstrained). The consultants will present their recommended scenarios to the Charlottesville City Council and the Albemarle County Board of Supervisors. TJPDC staff will present to the Nelson, Greene, Fluvanna, and Louisa Boards of Supervisors to share an update on the draft regional vision.
- iv. Staff have begun reaching out to planning staff in our rural localities to develop a Rural Transportation Program Strategic Plan. The strategic plan will identify opportunities to improve regional collaboration among our localities, create a more streamlined process for developing annual work programs, and provide better defined technical support for local members.
- v. RideShare is currently working with all of the region's transit agencies to plan promotions for Clean Commute month in May.

8. Other Business

- a. Round table discussions from Commission members about topics of interest from each jurisdiction.
- b. The next Commission meeting is Thursday, August 3rd, 2022. There is no July meeting. Items for the August meeting may include but are not limited to 1) Watershed Improvement Program (WIP) 6-month update, 2) Hazard Mitigation Plan Update, 3) Blue Ridge Cigarette Tax Board Update, and 4) TJPDC 50th Anniversary Resolution.

Adjourn
