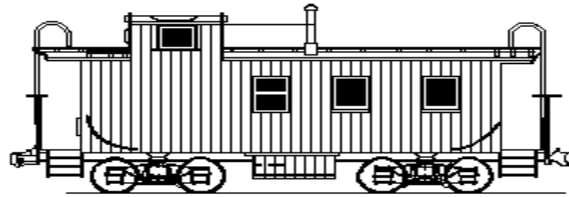


Wayne H. Nickum Town Hall  
12641 Chapel Road  
Clifton, VA 20124

Mailing Address:  
P.O. Box 309  
Clifton, VA 20124



**CLIFTON TOWN COUNCIL MEETING  
TUESDAY, DECEMBER 10, 2024, 7:30 PM  
WAYNE H. NICKUM COMMUNITY MEETING HALL  
12641 CHAPEL ROAD  
CLIFTON, VIRGINIA 20124**

**Present:** Mayor Tom Peterson; Vice Mayor Regan McDonald; Councilmember Mary Hess; Councilmember Lynn Screen; Councilmember Jay Davis; Councilmember Steve Effros

**Staff:** Laura Jane Cohen, Town Administrator (Remote); Kerrie Gogoel, Town Clerk; Lisa Wax, Town Treasurer

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**The Regular Meeting was called to order by Mayor Peterson at 7:30PM**

1. Apply Policy for Remote Participation by Electronic Means for Town of Clifton (if needed).
  - a. Although the Town Administrator was attending remotely, as they do not have a vote and do not count towards a quorum, the remote policy did not need to be enacted.
2. Flag Dedication
  - a. This was postponed to January due to attendance conflicts.
3. Community Service Award
  - a. The Wayne and Donna Nickum Community Service Award was presented by CM Effros to Kathy Kalinowski and Brant Baber.
4. Report of the Town Clerk:
  - a. Approval of the Minutes (previous meetings, special meetings, and work sessions).
- **CM Effros moved to approve the minutes for the November Town Council meeting, the motion was seconded by CM Davis and approved by poll, 6-0.**
  - b. The Clerk reported that the work in the Town Office to paint the walls and replace the flooring was completed; however, as the scope of work was expanded to include the bathroom, the final cost was \$150 higher than the bid. The Clerk requested approval for those funds.

- **CM Effros made a motion to approve the additional \$150 required to pay Pinnacle Flooring and the motion was seconded by Mayor Peterson. The motion was approved by poll, 6-0.**
  - c. The Clerk reported that they sent out mailed notifications for annual golf cart registrations to those who had not yet paid, and the stickers will be distributed at the end of December.
  - d. The Clerk reminded the Town Council of their request for them to review the list of committees that was distributed and inform the Clerk of any changes required. This list will be important for website development, as well as for the new reporting process that CM Hess has been working on. The Clerk suggested that in light of these two lines of work, perhaps a check in meeting with all committee chairs is in order.
  - e. The Clerk suggested that perhaps the Council initiate a “pilot” for streaming the Town Council meetings using simple Google Meet functionality would be a good place to start with streaming the meetings. The suggestion was to reach out to those citizens who had requested to attend remotely and ask them to participate in the pilot. It was noted that VM McDonald attended remotely previously and had no issue hearing comments from the citizens and Council, but the Clerk indicated they would gather feedback from the Administrator as well after their remote participation at this meeting to determine if additional technology will be required. The Clerk also noted that should the Council proceed with this effort, citizens and Council members will need to speak louder and clearer, as well as announce their name, so that it is clear for remote participants who is speaking.

5. Report of the Treasurer

- a. See attached report.

The Treasurer discussed that there is one request for approval for J2 on the order of \$32,660.90 detailed in the report and requested approval to pay the bill contingent upon approval from the Streetscape Committee and the Town Administrator.

- **CM Hess moved to approve the payment to J2, pending approval from the Town Administrator and Streetscape Committee. The motion was seconded by VM McDonald and approved by roll call:**

**CM Hess: Aye**

**VM McDonald: Aye**

**CM Screen: Aye**

**CM Davis: Aye**

**Mayor Peterson: Aye**

**CM Effros: Aye**

- b. The Town Treasurer noted that in November the litter grants were received as well as the funds. They also noted that with purchasing the trash receptacles that all CARES Act funding has been obligated. Lastly the Treasurer noted that they

reached out to the Accounting firm discussed previously and suggested a January start date for prior years closing and review.

6. Report of the Administrator

- a. As directed previously, the Administrator was attending the zoning training required to become the official Town Zoning Administrator. They reported that there is a lot being discussed that will impact Town operations and they will provide a report upon their return for future discussion.
  - b. The Administrator reported that the trash receptacles were scheduled to arrive at the Mayor's house on December 11 and discussed the coordination of that delivery.
  - c. The Administrator noted that they have had someone reach out to them about renting the Town Office full time, and also that they have discussed with the Clerk the option of renting out the Town Office in the same fashion as how the Town Hall is rented out, to provide a benefit to the community.
  - d. The Administrator brought up the previously circulated letter that they drafted regarding the proposal to remove the Clifton ambulance and requested approval to send this letter to Delegate Helmer and Senator Pekarsky's offices. They also suggested the language could be shared as an example that other local entities such as HOAs could use as well.
- **Mayor Peterson made a motion to send the letter drafted by the Town Administrator to Supervisor McKay as well as Delegate Helmer and Senator Pekarsky. The motion was seconded by CM Effros and approved by poll, 6-0.**

7. Citizen's Remarks - Suggestions or complaints of citizens and taxpayers, and other persons authorized by the Mayor to address the Council.

- a. Mayor Peterson noted that while the Council has allowed all citizens to make remarks regardless of whether they have registered with the Clerk, going forward there will need to be registration with the Clerk to make comment.
- b. There were no citizen's remarks at this meeting.

8. Reports of Committees:

- a. Planning Commission  
See attached report
  - i. The Planning Commission had no applications to review this month, as such they worked on the Town Plan.
- b. Architectural Review Board  
The Clerk reported that the application for 7145 Main Street, Villagio, which had been sent back to the applicant for further information, was discussed. The applicant returned to the ARB with a reduced footprint on the exterior of the building to reduce the aesthetic impact of the mechanical work. After discussion it was agreed that the applicant shall build a parapet that encases the platform, and

that the applicant will work with the ARB members as details of the parapet are finalized. CM Effros asked if there is a significant sound impact, and ARB Member Geri Yantis reported that as the exhaust ducts are several stories high there is no significant sound impact anticipated.

- c. Finance Committee  
The Finance Committee did not meet.
- d. Special Projects Committee (Streetscape).  
See attached report.
  - i. CM Screen inquired whether an estimate was requested regarding the NEPA project referenced in A.2 and Chair Yantis reported that it was estimated at less than \$1,000. Chair Yantis indicated they would request approval for up to that amount to get them started.
- **CM Screen made a motion that the Town approve the funds to update the NEPA documents based on the estimates from the Wetland Studies and Solutions document up to \$1,000. The motion was seconded by CM Hess and approved by roll call:**
  - CM Hess: Aye**
  - VM McDonald: Aye**
  - CM Screen: Aye**
  - CM Davis: Aye**
  - Mayor Peterson: Aye**
  - CM Effros: Aye**
- ii. Chair Yantis reported that they will begin meeting with the property owners to discuss the easements and start sending letters out. One letter regarding Ayre Square requires Town Approval, because the Town owns the property the Council must still respond and fill out the paperwork approving the easement.
- **CM Screen made a motion to complete the letter as drafted, selecting that the Town will allow the easements according to the letter and decline compensation for providing the easement. The motion was seconded by CM Effros and approved by poll, 6-0.**
  - iii. CM Effros inquired how long the Council has to review Appendices A and B. They noted that they had already reviewed Appendix A which does have changes required, but that they had not reviewed Appendix B yet, although it appears to be boilerplate language. CM Effros noted that when legal documents are received, they need to be reviewed by the Legal Committee who then can discuss with the Town Attorney in order to streamline communications with the Town Attorney. CM Screen inquired whether the Legal Committee could meet within the next week and it was

determined that they could meet by December 13. It was identified that they would meet December 14 in order to meet posting requirements. Chair Yantis noted that it is unlikely that VDOT will accept changes and that this was submitted a week ago. CM Screen noted that basic contact information should be an easy enough change.

1. The Clerk noted as a sidebar that in the new reporting processes for committees that a flag indicating that the committee has something which requires review by legal authority should be considered, and that perhaps this would have brought this question to light at the time of report submission rather days later than at the Council meeting.
  - iv. CM Effros noted that the biggest question is who is the ultimate sign-off for these documents. All previous documents have the Mayor signing off but there is disagreement as to whether it should be the Mayor or the Town Administrator going forward and the effort is being made to ensure compliance and clean things up moving forward. It was noted that a full time employee is meant to be heading up this project and have administrator authority over the project. Chair Yantis inquired what happens if the Legal Committee has issues or concerns with these documents, and reminded the Council that the last time these agreements were completed that the Town had comments and requests and VDOT did not accommodate any changes. CM Screen agreed but indicated that regardless of the anticipated outcome, the process must be followed.
  - v. It was also noted that as of April 14, there was a Town resolution authorizing Mayor Peterson to be the official sign off on documents for this effort; however, CM Effros disagrees and indicates that federal law would stipulate that it be the full-time employee. CM Screen indicated that they would ensure the Legal Committee has the resolution to consider as part of their discussion.
- **CM Screen made a motion that the Council approve the project administrative agreements with the contingency that the contact information be updated under the local project manager, including the signature of Appendices A and B, pending the review of the Legal Committee, which will take place within the next week, and also with the appropriate signatory once that is identified. The motion was seconded by CM Hess and approved by poll, 6-0.**
- vi. The Streetscape report also included a request to approve an environmental transaction screen.
- **CM Screen made a motion to approve the environmental transaction screen EQ121 which was circulated, that found no additional environmental hazards within the project area. The motion was approved by VM McDonald and approved by poll, 6-0.**

e. Committee on the Environment

- i. Representatives from NVCT were in attendance to discuss the proposed MOU with the Town as well as a plan going forward for trail management to help get ahead. The NVCT representatives indicated that a year ago the Town Council agreed to spend \$1,200 on the floodplain trail, and in the end more was spent. The NVCT recommends that the goal be to spend up to \$20,000 total on the invasive plant treatments and is asking the Town to help them get to that goal by increasing their contribution up to \$12,000-\$15,000. The NVCT would continue to look for grants and donations to minimize that number, but would ask that the Town approve up to that amount to cover two sprayings a year.
- ii. The NVCT representatives also noted that they have MOA partnerships with other local counties and recommend having that relationship with the Town as well. They noted that the point is to formalize that this is an ongoing commitment on both sides. CM Effros noted that previously it had been indicated that there was a document which was expiring; however, this would be a new approach to an existing relationship with an organization outside of the Town and that the proposal includes an ongoing financial commitment. They expressed concern at setting the precedent. CM Screen requested that they speak to what exactly they are asking for an agreement on, and the NVCT representative summarized that it would simply line item out the work that is done together, explain it clearly, and that there is no guaranteed funding years out in advance. CM Effros noted that in the draft they saw there was a proposal for a specific amount of money to be provided and asked if this is what is done with other communities. The representative responded that other counties have requested to match at some level with in-kind contributions of time and/or money and that every jurisdiction is different. They believe that they can base support \$5,000/year from NVCT every year and may be able to gross this. CM Effros inquired whether NVCT has discussed this with the CBA and the representative responded that they have not as it seemed appropriate to begin the discussions with the two co-owners of the property, but that this could be a direction that they look at. CM Effros indicated that they felt it should be discussed with the CBA to see how this could work and if they could financially support this effort, and Mayor Peterson agreed with this. VM McDonald inquired what the timeline is and how much time there is before the spring treatment, it was indicated that the next timeframe would be February or March. CM Effros noted that if the Council receives an estimate from NVCT prior to February asking the Town if they will provide an amount of funding then that would work. The representative noted that that is the process followed this past year and that it was not ideal and that they hope that they can solidify that there is a longer term commitment between the two entities so that they can adequately plan. CM Davis noted that the MOA does have an expiration date on it and so this is something that can be agreed upon in a termed basis, which would mitigate some of the concern expressed by CM Effros previously that this Council would agree to something in perpetuity.

beyond the Councilmembers' respective terms. CM Screen asked the Treasurer if there is extra funding his year and the Treasurer indicated that there is not. Mayor Peterson indicated that no decision needs to be made at this Council meeting and that this topic will be tabled so that the Council can think about it.

f. Legal Committee

- i. Chair Baber added that in the opinion of the Legal Committee, the MOA previously discussed with NVCT appeared to be seeking a minimum commitment, did not appear to have an end date, and seemed to indicate that the Town would pick up additional costs.
- ii. CM Effros asked that it be established that the Town Attorney communicate directly with either the chair of the Legal Committee or the Mayor and it was indicated that this was already in place.
- iii. Citizen Kathy Kalinowski asked what the process is for MOAs, if they go to the Legal Committee, and the answer was yes. CM Davis noted that Committee Chairs should not be afraid to immediately forward things to the Legal Committee for an initial review. The Clerk requested that when this occurs that the Clerk be included for document management and awareness purposes.

g. Traffic and Parking Committee

- i. CM Hess reported that the Committee met this past week and is developing short and long term goals to bring to the Council.

h. Communications Committee

- i. The Clerk reported that they met with the design team from Revize regarding the new website and anticipate having initial designs back soon for review.

9. Unfinished Business:

a. New Treasurer Search

CM Hess reported that four interviews were held with the search committee and then CM Hess met with their recommendation, Suzy Murphy, and they agree with the recommendation.

- **CM Hess made a motion to approve candidate Suzy Murphy for the Treasurer position, the motion was seconded by CM Davis and approved by poll, 6-0.**

b. Trash receptacles quote

Delivery coordination was discussed by the Town Administrator. The Treasurer requests that an email be sent to them so they know its acceptable to write the check. The Administrator inquired what the plan for installation is and VM McDonald reported that they and the COTE will install them.

c. CBA Town Office Request / Pink House / Presbyterian Manse

Mayor Peterson combined these three agenda items as they are all interrelated. The Clifton Presbyterian Church has offered that the Town can use their recently restored manse for Town meetings. In order to facilitate an informed discussion, ARB Chair Royce Jarrendt is going to put together scopes of work and proposals to address any ADA issues with the manse, along with the scope of work previously discussed for the Pink House. CM Effros noted that we may need to check the zoning classification for the manse to see if it can be based the way that it is being offered to use, agreed with the approach of getting full scopes of work on all properties to facilitate discussion, and as such, suggested the discussion be put off for a month. CM Davis inquired and the Council confirmed that all responsible parties are aware of the deadline so that it can be discussed in January. CM Screen inquired whether the church offered an MOU as part of the arrangement and it was determined that it would be forthcoming. Mayor Peterson asked the Town administrative staff if they would use office space and the Clerk and Treasurer indicated their usage would be minimal, while the Administrator agreed they did note that it may not always be the current staff holding these positions and the Town should keep that in mind. CBA representative Mike Davis asked after the status of the CBA request to update the bathroom in the Town Office and Mayor Peterson indicated in light of these discussions, that would not occur at this meeting.

10. New Business:

a. Storm Pipe Repair

CM Screen reported that it has become clear that there is a broken storm pipe under Main Street that needs to be repaired for two reasons: 1. So that it is functioning properly and 2. So that this doesn't impact the Streetscape efforts. CM Screen requests guidance on how the Town can advocate with VDOT on this effort as it appears that VDOT is aware of the issue but there isn't a timeline from them to fix it. Streetscape Chair Geri Yantis reported that previous maintenance personnel from VDOT had expressed a desire to fix the issues prior to Streetscape beginning; however, the main POC passed away and their replacements have less urgency. The Town Administrator reported that they would reach out to VDOT to help streamline the efforts and take the lead on this.

b. Litter Prevention Grant

See Treasurer report that these funds were received

11. Adjournment.

- **CM Effros moved to adjourn the meeting, it was seconded by Mayor Peterson and the motion was approved by poll, 6-0.**



## **TREASURER MONTHLY REPORT**

**November 2024**

**COUNCIL MEETING – December 10, 2024**

### **Major Payments – Budgeted items**

- Green Vally Landscaping – \$1,805 (October mowing + \$1,100 additional for fall cleanup and aeration)
- Norfolk Southern \$2,078.01 for annual Railroad siding rental
- Haunted Trail expenses
  - Numerous small reimbursements
  - NVCT parking share \$1,062.75
  - Additional tshirts \$475
  - Reimbursement to Treasurer \$3,324.57 for generators/light towers paid on personal credit card

### **Other Payments – Previously approved by Council**

- J2 Engineers \$9,307.88 for invoice for services covering 10/1-10/27
- Pinnacle Flooring \$6,650.00 for Pink House painting and flooring; **NEEDS REAPPROVAL at higher amount**

### **Requests for Approval of Payment**

- J2 Engineers \$32,660.90 for invoice for services for 10/28-11/24, 2024. Higher than typical due to work on VDOT design waiver.

### **Grants**

- Received Litter Grant funds in November (Non-Competitive: \$1,838.00, EPS: \$3,151.72)

### **CARES Act Funds**

- With purchase of the trash receptacles, all CARES Act funds have been obligated. Summary attached.
- Remaining expenditures will occur by the deadline of 12/31/2026.

### **Accounting Support**

- Contacted Rodefer Moss, suggested January start date

## Town of Clifton CARES Summary - SLGRF

Total Received SLGRF 303,992.00

	Obligated as of 11/30/24	Expended as of 11/30/24	Dates
Ayre Square Purchase	\$ 91,184.55	\$ 91,184.55	12/21/2021
Harris Park Extension Purchase	\$ 74,452.95	\$ 74,452.95	12/21/2021
Harris Park Extension Cleanup	\$ 11,500.00	\$ 11,500.00	4/1/22-5/31/22
Administrator Position	\$ 108,670.85	\$ 39,247.71	4/16/24-12/31/26
Floodplain Park Invasive Plant Control	\$ 775.00	\$ 775.00	9/1/23-3/31/24
Gazebo Repair	\$ 3,050.00	\$ 3,050.00	7/1/24-7/31/24
Caboose Painting	\$ 9,500.00	\$ 4,500.00	8/6/24-10/31/24
Flood Plain Parking Lot Rehab	\$ 3,348.00	\$ 3,348.00	9/1/24-9/30/24
Trash Receptacles	\$ 8,542.77	\$ -	10/1/24-12/31/24
	<hr/>	<hr/>	
	\$ 311,024.12	\$ 228,058.21	

Remaining (7,032.12) as of 11/30/24

# Town of Clifton FY25 Budget Performance

	November	Month Budget	Jul '24 - June '25	YTD Budget	Annual Budget
<b>OPERATIONS - FY25</b>					
<b>Income</b>					
Taxes and Permits					
Town Permits and Licenses (ARB, Use, BPOL)	311	4,292	2,011	21,458	51,500
Town Meals Tax - NEW	24,369	20,833	90,715	104,167	250,000
All Other Tax and Permit (State, County, NVCTB)	5,825	4,400	23,348	22,000	52,800
Facility Rentals (Town Hall, Pink House, Parks)	3,050	3,579	11,713	17,896	42,950
Grants (Fire, Litter Control)	4,990	2,844	19,990	14,220	34,129
Events					
Celebrate Clifton Gala		333		1,667	4,000
Haunted Trail	881	5,000	55,332	25,000	60,000
Homes Tour		417		2,083	5,000
Interest Income	5,676	5,167	31,367	25,833	62,000
Other Income		0		0	0
<b>Total Income</b>	<b>45,101</b>	<b>46,865</b>	<b>234,475</b>	<b>234,325</b>	<b>562,379</b>
<b>Expense</b>					
Payroll Expenses	11,084	12,996	54,130	64,982	155,956
Contractual					
Town Government (Prof fees, dues, web, storage)	300	10,659	8,021	53,293	127,904
Facilities (Town Hall, Pink House)	7,818	4,746	12,557	23,729	56,950
Services (Landscape, trash, electric)	4,579	4,183	19,338	20,917	50,200
Grants (Fire, Litter)	0	2,344	17,202	11,720	28,129
Events	5,879	2,342	18,290	11,708	28,100
Committees		1,846	257	9,229	22,150
Commodities	176	465	865	2,325	5,580
Other (Council Approval Required)					0
<b>Total Expense</b>	<b>29,836</b>	<b>39,581</b>	<b>130,660</b>	<b>197,904</b>	<b>474,969</b>
<b>Net Income from Operations</b>	<b>15,265</b>	<b>7,284</b>	<b>103,814</b>	<b>36,421</b>	<b>87,410</b>
<b>CAPITAL IMPROVEMENTS/TOWN FUNDED (NON-GRANT) - FY25</b>					
<b>Expense</b>					
Town-Funded Projects (Caboose)	0	3,167	9,500	15,833	38,000
<b>Net Income - CIF Funds/Town Funded</b>	<b>0</b>	<b>(3,167)</b>	<b>(9,500)</b>	<b>(15,833)</b>	<b>(38,000)</b>
<b>CAPITAL IMPROVEMENTS/GRANT INCOME - FY25</b>					
<b>CIF Income</b>					
CIF - Reimbursement from VDOT		73,333		366,667	880,000
<b>CIF Expenses</b>					
Processing Easements		0		0	0
Streetscape 2A - Preliminary Engineering	41,969	18,917	108,229	94,583	227,000
Streetscape 2A - Right of Way		72,750		363,750	873,000
Streetscape Phase 2A Construction					0
<b>Total CIF Expenses</b>	<b>41,969</b>	<b>91,667</b>	<b>108,229</b>	<b>458,333</b>	<b>1,100,000</b>
<b>Net Income - CIF Funds/Grant</b>	<b>(41,969)</b>	<b>(18,333)</b>	<b>(108,229)</b>	<b>(91,667)</b>	<b>(220,000)</b>
<b>Consolidated Net Income</b>	<b>(26,703)</b>	<b>(14,216)</b>	<b>(13,915)</b>	<b>(71,079)</b>	<b>(170,590)</b>

**NOTES & Highlights:**

Town of Clifton  
Account Balances  
FY25

	11/30/2024			<u>Notes</u>
ASSETS				
Current Assets				APR %
Checking/Savings				
United Bank - Haunted Trail Account	10,626.97			
United Bank - Events Acct	7,429.88			
United Bank - Checking	40,779.53	Min Bal \$2,500	"Chairman's Club"	
Untied Bank - Security Deposit	3,116.76			
United Bank - Money Market Savings	232,633.29	Min Bal \$15,000		
Investments-LGIP	1,294,324.80			4.92%
<b>Total Checking/Savings</b>	<b>1,588,911.23</b>			





## PROPOSAL

<b>Customer:</b> Town of Clifton	<b>Address:</b> 7137B Main St Clifton, VA 20124
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### SCOPE OF WORK

<b>7" Aqua Armor LVP</b>	<b>\$4,150.00</b>
<ul style="list-style-type: none"><li>- Color: Sandcastle</li><li>- White Primed Shoemolding</li><li>- Floating Installation</li><li>- All Areas Except Bathroom</li><li>- Demo/Haul Away Existing Carpet</li></ul>	
<b>Paint and Drywall Patch, Where Necessary</b>	<b>\$1,800.00</b>
<ul style="list-style-type: none"><li>- Sherwin-Williams Preferred Vendor</li><li>- Color: SW7102 White Flour - Flat</li><li>- Walls, Trim (Baseboard, Door Trim)</li></ul>	
<b>Change Order #1:</b>	<b>\$700.00</b>
<ul style="list-style-type: none"><li>- Patch and Paint Bathroom</li><li>- Prime and Paint Wood Door Trim - White to Match Base</li><li>- Demo/Haul Away Existing VCT Flooring</li><li>- Install Aqua Armor LVP - Color: Sandcastle</li><li>- Install Black Vinyl Cove Base</li></ul>	
<i>*Scope of Work that extends beyond above listed will be subject to a Change Order.</i>	

All installations guaranteed for one year, (b) Labor does not include cutting off any doors that do not clear the carpet, (c) We are not responsible for breakage in removal and replacing of shoemolding, (d) in as much as the material is made to special measurements this order is not subject to cancellation, (e) There will be a separate charge for unwrapping and spreading all room size rugs, (f) No statement or representation shall be binding on seller unless made in writing and signed by the authorized agent, (g) Seller is not responsible for any variation in dye lots, (h) In the event this contract is placed with an attorney for collection, buyer agrees to pay all attorney's fees plus court costs, (i) On any unpaid balance not fulfilled by purchaser by the time payment is due as specified, (j) Interest will be charged for due payments not received at 18% per annum, or the maximum allowable under the law, whichever is higher, plus reasonable attorney's fees. It is understood that this job and total prices are subject to measurement.

**Upon acceptance of the proposal, a 50% deposit will be required, with the remaining balance due upon completion of the job. Payment by check or credit card is accepted with a 4% credit card processing fee.**

<b>Total Estimated Price:</b>	<b>\$6,650.00</b>
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<b>Signature:</b>	<b>Pinnacle Signature:</b>	<b>Date:</b> 10/28/2024
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## **RESOLUTION**

**TOWN OF CLIFTON STREETSCAPE PROJECT FOR MAIN STREET -Phase II**  
**VDOT Project: CLFT-029-101, P102, R201, C502**

**(UPC 109949)**

**AFFIRMING COMMITMENTS TO THE PROJECT UNDER AGREEMENT WITH  
THE VIRGINIA DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the Town of Clifton, hereinafter referred to as the **LOCALITY**, entered into a Standard Project Administration Agreement, dated January 8, 2008, hereinafter referred to as the **ORIGINAL AGREEMENT**, with the Virginia Department of Transportation, hereinafter referred to as the **DEPARTMENT**, as amended by Appendix A - Amendment No. 3b, establishing Phase II (UPC 109949) dated November 1, 2016, Appendix A – Amendment No. 4b dated October 17, 2017, Appendix A – Amendment No. 5b dated February 21, 2019, and Appendix A Revision 6 dated April 3, 2024, with the **DEPARTMENT** (the **ORIGINAL AGREEMENT** and all amendments listed above, constituting the **AGREEMENT**); and

**WHEREAS**, on January 30, 2024 a meeting was held between the **LOCALITY** and the **DEPARTMENT** to discuss various Department Requirements imposed on the Project to enable the Project to continue to move forward, specifically: (i) completion of the Preliminary Engineering Phase, including **DEPARTMENT** approval of Site Plan documents, to be completed by the end of December 2024, (ii) Advertisement of Project for Construction scheduled to be completed by the end of June 2025, (iii) Progress Reports to be completed Quarterly and submitted to the NOVA District of the **DEPARTMENT**, and

**WHEREAS**, the **LOCALITY** intends to use its best efforts to comply with the Department Requirements, and the **DEPARTMENT** acknowledges that the **LOCALITY'S** satisfaction of the Department Requirements is in part dependent on the **DEPARTMENT'S** approval of various components thereof.

**NOW, THEREFORE, BE IT RESOLVED**, that the **LOCALITY** hereby commits to fund its local share of preliminary engineering, right-of-way, and construction (as applicable) of the Project in accordance with the **AGREEMENT**; and

**BE IT FURTHER RESOLVED**, that the **LOCALITY** hereby commits, in the event the cost of the Project is anticipated to exceed the Aggregate Allocations reflected in the Project Financing of the **AGREEMENT**, to seek additional funding with the cooperation of the **DEPARTMENT** as stated in Section 5 of the **ORIGINAL AGREEMENT** and, if such funding is not available through the **DEPARTMENT**, to use its best efforts to secure other funding to complete the Project by the aforementioned deadlines, if it determines that the Project should be completed; and

**BE IT FURTHER RESOLVED**, that the **LOCALITY** hereby commits to use its best efforts to comply with the Department Requirements, conditioned on the **DEPARTMENT'S** approval of various components thereof; and

**BE IT FURTHER RESOLVED**, that the Mayor is authorized to execute agreements and/or amendments related to the Project, as approved by the Clifton Town Council.

**ADOPTED** this second day of April, 2024.



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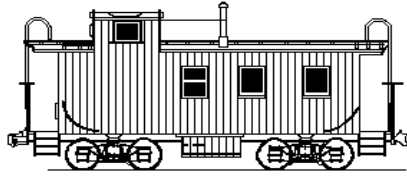
Tom Peterson, Mayor

Attest:



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Amanda Christman, Town Clerk



Town of Clifton, Virginia  
P.O. Box 309  
Clifton, VA 20124

December 9, 2024

**TOWN OF CLIFTON STREETSCAPE PROJECT FOR MAIN STREET - Phase II**  
**VDOT Project: CLFT-029-101, P102, R201, C502**  
**(UPC 109949)**

**PROJECT UPDATE**

- A. The Project received comments from VDOT's review of the Site Plan and through those comments they have requested some information that will require the need for updating various NEPA Documents.
  - 1. The Town previously approved for the Environmental Transaction Screen to be updated by ECC. This report has been completed and the required VDOT Form EQ-121 has been completed and submitted to the Town for signature.
  - 2. Additional information previously provided for the NEPA Documents was found to be completed by WSSI (Wetlands Studies and Solutions, Inc.). In reviewing the required information with WSSI previously completed, it was found one study would need to be updated. This study is the Threatened and Endangered Species. WSSI will assist with this update and is providing an estimate which will be presented at the TC Meeting. This study provides supporting data for Form EQ-199.
- B. The Project Team received from VDOT the Project Agreement and corresponding Appendix A & B to create the new UPC which provides the ability for the Project to advertise separately for the construction of the Utility Bank. The corresponding revised Appendix A for the original UPC was also received. These documents have been submitted to the Town for signature.
- C. J2 submitted responses to the original VDOT review comments of the site plan on November 14<sup>th</sup>. This was not a formal submission, but an over-the-shoulder review to help expedite the process. VDOT provided responses on most of the responses and J2 formally resubmitted the Site Plan on December 6.
- D. CES is preparing the documents required to submit to VDOT for the approval of the Utility Pathway Design (Duct Bank). They are hoping to submit the drawings to VDOT by the first of next week.
- E. The required easements have been completed and the Required Easements Letters of Intent are also complete. These letters will be presented to the various property owners. The letter to the Town for the Ayre Square Property has been submitted to the Town for signature.



### **Needed approvals for Project by the Town Council**

#### **Utility Pathway Construction Split from Main Project**

- VDOT Standard Project Administration Agreement
- New Appendix A & B for the new UPC 126584 which is for the construction of the Utility Bank.
- Revised Appendix A for UPC 109949, which is our current UPC. \$400K reduction which goes to the new UPC.

#### **Environmental**

- VDOT Form EQ -121
- WSSI Services for the Threatened and Endangered Species Study

#### **Required Easements Letter of Intent**

- Town's return Required Easements Letter of Intent

Susan Yantis & Geri Yantis  
Streetscape Project - Project Managers

## STANDARD PROJECT ADMINISTRATION AGREEMENT

Project Number	UPC	Local Designation
CLFT-029-101, PE101, R201, M501	80798	TOWN OF CLIFTON – MAIN STREET PARKING & SIDEWALK IMPROVEMENTS

THIS AGREEMENT, made and executed in triplicate this 9<sup>th</sup> day of January, 2008 by and between the **Town of Clifton**, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as a Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY will progress with the development of each Project so that any federal funds allocated to each Project may be obligated within three years of allocation to each Project in accordance with the current Statewide Transportation Improvement Program, unless otherwise specified in writing by the Department; and

WHEREAS, both parties have concurred in the LOCALITY's general administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:

- a. Be responsible for all activities necessary to complete the noted phase of each Project shown in Appendix A, except the performance of the State Environmental Review Process (SERP), and coordinate with the DEPARTMENT for all reviews, approvals, and environmental actions and decisions, as required. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT.
- b. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.
- c. Maintain accurate and complete records of each Project's development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for

no less than three (3) years following acceptance of the final voucher on each Project, or all such records and documentation may be turned over to the DEPARTMENT in a manner acceptable to the DEPARTMENT.

- d. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and a to-date project summary schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the Locality. For federally funded projects and pursuant to the Federal Code of Regulation Title 49, Section 18.43, violations of the provision may result in the imposition of sanctions including possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.
- e. Subject to appropriation, reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.1-44 or Section 33.1-70.01 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.
- f. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
- g. Administer the Project in accordance with all applicable federal, state, or local laws and regulations.
- h. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, or local laws and regulations. If the locality expends over \$500,000 annually in federal funding, such certification shall include a copy of the LOCALITY's single program audit in accordance with Office of Management and Budget Circular A-133.
- i. The LOCALITY will use its staff counsel for all legal proceedings. If legal services other than that provided by staff counsel are required, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General.
- j. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.

2. The DEPARTMENT shall:
  - a. Perform the SERP and provide guidance relative to the coordination of environmental commitments that result from the SERP, provide necessary coordination with the FHWA, and approve plans, specifications, advertisement documents, and contract awards as determined to be necessary by the DEPARTMENT.
  - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.d, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
  - c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
  - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.
  - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
3. Appendix A outlines the phases of work and general items to be administered by the LOCALITY. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.1-94 of the Code of Virginia, 1950, as amended.
5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been appropriated. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated and allocated.
6. Nothing in this agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. This agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.e, 1.f, and 2.b, subject to the

limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.

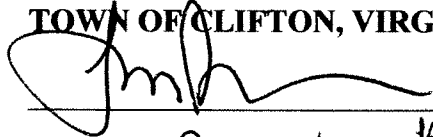
THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

**TOWN OF CLIFTON, VIRGINIA:**

  
\_\_\_\_\_  
TOM PETERSON <sup>JP</sup> ~~ATTY~~

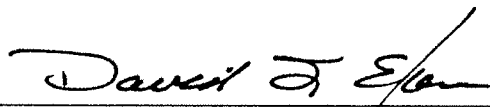
Typed or printed name of signatory

Mayor of Clifton Date 1-08-2008  
Title


Kathleen Barton, Town Clerk 1-8-2008  
Signature of Witness Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this agreement.

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

  
\_\_\_\_\_  
Commonwealth Transportation Commissioner  
Commonwealth of Virginia  
Department of Transportation

01/24/2008  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Witness

1/24/2008  
\_\_\_\_\_  
Date

**Attachments**

Appendix A UPC 80798

# Appendix A

Project Number: (UPC # 80798)

Locality: Town of Clifton in Fairfax County

Project Narrative	
<b>Scope:</b>	Design and engineering to develop a streetscape master plan for Main Street in the Town of Clifton.
<b>From:</b>	Within the Corporate limits of the Town of Clifton
<b>To:</b>	---
Locality Project Manager Contact Info: Susan Yantis; <a href="mailto:skyantis@aol.com">skyantis@aol.com</a> ; (703) 815-2016	
Department Project Coordinator Contact Info: Ellen Vogel; <a href="mailto:ellen.vogel@vdot.virginia.gov">ellen.vogel@vdot.virginia.gov</a> ; (703) 383-2359	


Project Costs and Reimbursement				
Phase	Estimated Project Costs	Estimated Eligible Project Costs	Estimated Eligible VDOT Project Expenses	Estimated Reimbursement to Locality
Preliminary Engineering	\$216,650	0	\$73,000	\$143,650
Right-of-Way & Utilities	0	0	0	0
Construction	0	0	0	0
Total Estimated Cost	\$216,650	\$216,650	\$73,000	\$143,650

Total Maximum Reimbursement by Locality to VDOT	0
Total Maximum Reimbursement by VDOT to Locality	\$143,650

Project Financing				
A	B	C	D	E
SAFETEA-LU Earmarks: Access: High Priority Projects - Restricted	SAFETEA-LU Earmarks: State Match: SAFETEA-LU Match			Aggregate Allocations (A+B+C+D)
\$172,650	\$44,000			\$216,650

Program and Project Specific Funding Requirements								
<ul style="list-style-type: none"> <li>This project shall be administered in accordance with the Guide for Local Administration of VDOT Projects, latest edition.</li> <li>A total of \$73,000 in Estimated Eligible VDOT Project expenses will be set aside, as follows: <ul style="list-style-type: none"> <li>\$10,000 set aside for VDOT project administration costs.</li> <li>\$63,000 set aside for survey work to be performed under the VDOT NOVA District on-call survey contract.</li> </ul> </li> <li>This agreement is for the Preliminary Engineering Phase of the project only. The Right-of-Way Phase (if any) and Construction Phase are to be addressed under a future agreement.</li> <li>Per Section 1701 (c) dealing with the allocation of funds, the legislation indicates that <sup>PES</sup> <del>20%</del> of the earmark shall be available each fiscal year, as follows:</li> </ul>								
Fund Source	previous	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014	TOTAL
SAFETEA-LU Earmarks	\$160,866	\$44,892	\$10,892	\$0	\$0	\$0	\$0	\$216,650

This attachment is certified and made an official attachment to this document by the parties of this agreement

  
 Mayor of Clifton  
 Authorized Locality Official and date  
 T. PETERSON 1-8-2008  
 Typed or printed name of person signing

10 JAN 08  
 Leonard (Bud) Siegel Jr.  
 Residency Administrator's/Urban Program Manager's  
 Recommendation and date  
 LEONARD (BUD) SIEGEL JR.  
 Typed or printed name of person signing

## Appendix A Revision 7

Date: 11/12/2024

Project Number: CLFT-029-101 UPC: 109949 CFDA # 20.205 Locality: Town of Clifton

Project Location ZIP+4: 20124-0309	Locality UEI #: V58FVG417WX4	Locality Address (incl ZIP+4): PO Box 309, Clifton, VA 20124-039
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## Project Narrative

Work Description:	TOWN OF CLIFTON STREETSCAPE PROJECT - PHASE II: To improve safety and ADA accessibility for pedestrians and enhance the beautification and function of Main Street as a scenic and historic byway with landscaping and amenities.	
From:	Ford Lane	
To:	Approximately 50' east of Chapel Street	
Locality Project Manager Contact info:	Susan Yantis 703-623-2198	<a href="mailto:syantis@aol.com">syantis@aol.com</a>
Department Project Coordinator Contact Info:	Saif-ur Qargha 703-259-3223	<a href="mailto:Saif.Qargha@vdot.virginia.gov">Saif.Qargha@vdot.virginia.gov</a>

## Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$343,799	\$417,478	\$1,286,025	\$2,047,302
Estimated VDOT Project Expenses	\$83,000	\$5,000	\$30,000	\$118,000
Estimated Total Project Costs	\$426,799	\$422,478	\$1,316,025	\$2,165,302

## Project Cost and Reimbursement

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$49,528	SAFETEA-LU	0%	\$0	\$49,528	
	\$377,271	Transportation Alternatives	20%	\$75,454	\$301,817	
<b>Total PE</b>	\$426,799			\$75,454	\$351,345	\$268,345
Right of Way & Utilities	\$422,478	Transportation Alternatives	20%	\$84,496	\$337,982	
<b>Total RW</b>	\$422,478			\$84,496	\$337,982	\$332,982
Construction	\$1,316,025	Transportation Alternatives	20%	\$263,205	\$1,052,820	
<b>Total CN</b>	\$1,316,025			\$263,205	\$1,052,820	\$1,022,820
<b>Total Estimated Cost</b>	\$2,165,302			\$423,155	\$1,742,147	\$1,624,147

## Total Maximum Reimbursement by VDOT to Locality (Less Local Share)

\$1,742,147

## Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)

\$1,624,147

## Project Financing

Transportation Alternatives	Local Match	SAFETEA-LU	SAFETEA-LU (State Match)		Aggregate Allocations
\$1,692,619	\$423,155	\$39,623	\$9,905		\$2,165,302

## Program and Project Specific Funding Requirements

- This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Transportation Alternatives Program Guide.
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$1,742,147
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- Eligible VDOT Project expenses will be recovered as follows: 80% will be deducted from the federal allocation and 20% will be deducted from reimbursement requests.
- The DEPARTMENT will conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act including, but not limited to, basic coordination for cultural resources, basic clearances for threatened and endangered species, and any necessary certifications, recertifications, and/or reevaluations. The LOCALITY is responsible for tracking, implementing, and completing all environmental commitments associated with the project. In addition, the LOCALITY is responsible for obtaining any water quality permits, submitting a signed EQ-555 for natural resources due diligence, conducting any required hazardous materials efforts, and submitting a signed EQ-121 for hazardous materials due diligence (all submittals are to be in accordance with the LAP Manual). VDOT's estimated cost for preparing the environmental document and necessary supporting studies, including certifications, recertifications and/or reevaluations, will be provided to the LOCALITY and deducted from the Project funds.
- For Transportation Alternatives (TA) Projects, the LOCALITY shall maintain the Project or have it maintained in a manner satisfactory to the DEPARTMENT for its useful life and make ample provisions each year for such maintenance unless otherwise agreed to by the DEPARTMENT. Failure to do so, or the sale of a TA funded improvement prior to the expectations as identified in the TA Guide, may require repayment of federal funds.
- UPC 126584 is linked to UPC 109949; both UPCs are considered a single project under the Transportation Alternatives (TA) Program.
- UPC 126584 is linked to UPC 109949; in accordance with CTB policy, the Project must be under construction by June 30, 2025 or the federal Transportation Alternatives (TA) funding may be
- Any ineligible items identified throughout Project development will not be reimbursable.
- This Appendix A supersedes all previous versions signed by VDOT and the LOCALITY.

This attachment is certified and made an official attachment to this document by the parties to this agreement.

Authorized Locality Official

Date

Authorized VDOT Official

Date

Typed or printed name of person signing

Revised: February 1, 2019

Typed or printed name of person signing



**STANDARD PROJECT ADMINISTRATION AGREEMENT**  
**Federal-aid Projects**

Project Number	UPC	Local Government
CLFT-029-101	126584	Town of Clifton

THIS AGREEMENT, is hereby made and executed in triplicate effective the date of the last (latest) signature set forth below, by and between the TOWN OF CLIFTON, VIRGINIA, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT. The DEPARTMENT and the LOCALITY are collectively referred to as the “Parties.”

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown in Appendix A is hereinafter referred to as the “Project;” and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the LOCALITY is responsible for administering the Project in accordance with DEPARTMENT guidelines, including the most current *Locally Administered Projects Manual* (“LAP Manual”), and with the program specific requirements shown in Appendix B, based on the nature of the allocated funding for the Project as shown in the Appendix A; and

WHEREAS, the Parties have concurred in the LOCALITY's administration of all phases of work for the Project in accordance with applicable federal, state and local laws and regulations; and

WHEREAS, the LOCALITY's governing body has by resolution, demonstrated the LOCALITY’S commitment to provide local funding for the Project to the extent contemplated by this Agreement and further, by resolution or otherwise, authorized its designee to execute this Agreement, and said authorizations are attached hereto.

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

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. The LOCALITY shall:

- a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as expressly required by federal or state laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the DEPARTMENT when the facilities are maintained by the DEPARTMENT.
- b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, all applicable Commonwealth Transportation Board and DEPARTMENT policies, and those additional requirements as identified in Appendices A and B to this Agreement. Noncompliance with this requirement may result in deallocation of the funding from the Project, rescission of state funding match, termination of this Agreement, or the DEPARTMENT's denial of future requests to administer projects by the LOCALITY, all of which actions are at the discretion of the DEPARTMENT or as can be taken pursuant to applicable laws, regulations, or policies.
- c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, advertisement and award for the Project, as required in the most current LAP Manual and other applicable DEPARTMENT guidelines.
- d. Administer the Project in accordance with the DEPARTMENT's most current LAP Manual and other guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- e. Maintain accurate and complete records of the Project's development as required in the LAP Manual and any supplemental guidance and directives of the DEPARTMENT and retain documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the DEPARTMENT'S acceptance of the final voucher on the Project.
- f. At least quarterly, but no more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a summary of all payment requests, payments and adjustments. A request for reimbursement shall be made within 90 days after any eligible Project expenses are incurred by the LOCALITY. Reimbursement for eligible expenditures shall not exceed funds allocated each year for the Project by the Commonwealth Transportation Board in the Six Year Improvement Program.

- g. Acknowledges that for federally-funded projects and pursuant to 2 CFR § 200.339, Remedies for Noncompliance, failure to comply with federal laws and regulations, or the terms and conditions of federal awards, may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.
  - h. Reimburse the DEPARTMENT for all Project expenses incurred by the DEPARTMENT if, due to action or inaction of the LOCALITY, federally-funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement is required by the provisions of § 33.2-214 or § 33.2-331 of the Code of Virginia (1950), as amended, or other applicable provisions of federal, state, or local law or regulations.
  - i. On projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
  - j. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill legal obligations associated with the Project may result in forfeiture of federal or state-aid reimbursements.
  - k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the Project.
  - l. Provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT. Where the Project results in physical construction, the LOCALITY will continue to operate and maintain the Project in accordance with the final constructed design as approved by the DEPARTMENT. The LOCALITY agrees that any modification of the approved design features, without the approval of the DEPARTMENT, may, at the discretion of the DEPARTMENT, result in restitution either physically or monetarily as determined by the DEPARTMENT.
3. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals, within a reasonable time, which are the responsibility of the DEPARTMENT, required by federal and state laws and regulations, or as otherwise agreed to, in writing, between the parties, and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.

- b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
  - c. Where applicable, submit invoices to the LOCALITY for the LOCALITY's share of eligible Project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraphs 2. a. and 3.a.
  - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.
  - e. Upon LOCALITY'S request, make available to the LOCALITY guidelines to assist the Parties in carrying out responsibilities under this Agreement.
4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to § 33.2-1011 of the Code of Virginia (1950), as amended.
5. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. State and federal Project funding is limited to those identified in the Appendix A of this Agreement and is allocable only upon LOCALITY's compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in federal or state funding is subject to DEPARTMENT policy and procedures applicable to the funding source and is not guaranteed.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and capacity and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments,

pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9. This Agreement may be terminated by either Party upon 30 days advance written notice to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 2.f, 2.h., and 3.b, subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way.
10. Prior to any action pursuant to paragraphs 2.b, 2.g. or 2.h. of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the LOCALITY's breach of this Agreement. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction of the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement or at law or in equity.
11. THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any Party.
12. THIS AGREEMENT, when properly executed, shall be binding upon both Parties, their successors, and assigns.
13. THIS AGREEMENT may be modified only in writing by mutual agreement of the Parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

**TOWN OF CLIFTON, VIRGINIA:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name of signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this agreement.

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

\_\_\_\_\_  
Chief of Policy  
Commonwealth of Virginia  
Department of Transportation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**Attachments**  
Appendix A  
Appendix B

## Appendix A - Locally Administered

Version: Original

Prepared Date: 11/12/2024

### Project Details

UPC: 126584 State Project #: CLFT-029-101 CFDA #: 20.205 Locality UEI #: V58FVG417WX4

Locality: Town of Clifton Address: PO Box 309, Clifton, VA 20124-039

#### Work Description:

TOWN OF CLIFTON STREETSCAPE PHASE II - DUCT BANK CONST: Breakout project to advertise Utility Duct Bank construction portion only of the UPC 109949 Town of Clifton Streetscape Phase II a project to improve safety and ADA accessibility for pedestrians and enhance the beautification and function of Main Street as a scenic and historic byway with landscaping and amenities.

#### Project Location (Zip +4)

20124-0309

### Project Points of Contact

#### Locality Project Manager

Name: Susan Yantis  
Phone: 703-623-2198  
Email: syantis@aol.com

#### VDOT Project Coordinator

Name: Saif-ur Qargha  
Phone: 703-259-3223  
Email: Saif.Qargha@vdot.virginia.gov

### Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total
Estimated Locality Project Expenses	\$0	\$0	\$395,000	\$395,000
Estimated VDOT Project Oversight	\$0	\$0	\$5,000	\$5,000
Estimated VDOT Project Services (Appendix C)	\$0	\$0	\$0	\$0
Estimated Total Project Costs	\$0	\$0	\$400,000	\$400,000

### Project Financing

Allocated Funds Type	Allocated Funds Amount	Local % Participation	Local Share Total	Max Reimbursement to Locality	Total Estimated Reimbursement to Locality
Transportation Alternatives	\$400,000	20%	\$80,000	\$320,000	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
<b>Funding Totals</b>	<b>\$400,000</b>		<b>\$80,000</b>	<b>\$320,000</b>	<b>\$315,000</b>

Note - The funds order is not indicative of the actual spend order of funds on the project.

- UPC 126584 is linked to UPC 109949; both UPCs are considered a single project under the Transportation Alternatives (TA) Program.
- UPC 126584 is linked to UPC 109949; in accordance with CTB policy, the Project must be under construction by June 30, 2025 or the federal Transportation Alternatives (TA) funding may be subject to de-allocation.

Authorized Locality Official

Date

Authorized VDOT Official

Date

Printed Name of Locality Official

Printed Name of VDOT Official

Title of Locality Official

Title of VDOT Official

This attachment is certified and made an official attachment to this document by the Parties to this Agreement.

## Locally Administered Federal-Aid Agreement

### Appendix B – Special Funding Program Conditions and Requirements

Project Number	UPC	Local Government
CLFT-029-101	126584	Town of Clifton

#### ***SMART SCALE***

Administration of this Project, including but not limited to the Project estimate, schedule and commitment to funding, is subject to the requirements established in the Commonwealth Transportation Board's (CTB's) most current *Policy for Implementation of the SMART SCALE Project Prioritization Process*, the applicable requirements of the Code of Virginia, and VDOT's applicable *Instructional and Informational Memoranda*.

Without limiting the foregoing, this Project has been selected through the Smart Scale (HB2) application and selection process and will remain in the Six-Year Improvement Plan (SYIP) as a funding priority unless certain conditions set forth in the CTB's most current *Policy for Implementation of a Project Prioritization Process* arise. Pursuant to the CTB's *Policy for Implementation of a Project Prioritization Process*, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent SMART SCALE prioritization cycle to account for a cost increase on a previously selected Project.

This Project shall be initiated and at least a portion of the Project's programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the CTB, the LOCALITY or the localities within the metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the DEPARTMENT for all state and federal funds expended on the Project.

#### ***Transportation Alternatives Program***

This Project shall be administered in accordance with VDOT's most current *Transportation Alternatives Program Guide*.

Without limiting the foregoing, CTB policy for allocations from the Transportation Alternatives Programs requires that the Project must be advertised or otherwise under construction within four years of the initial Project allocation or otherwise be subject to deallocation, unless prior Department approval has been provided.

The DEPARTMENT shall conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act, unless otherwise agreed to in writing and attached to this Agreement. The LOCALITY is responsible



for implementing any environmental commitments resulting from the environmental studies. In addition, the LOCALITY is responsible for obtaining any water quality permits and conducting any required hazardous materials due diligence efforts. VDOT's estimated cost for the environmental studies and submissions will be provided to the LOCALITY and deducted from the Project funds.

### ***Regional Surface Transportation Program (RSTP)***

Allocated Regional Surface Transportation Program funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

### ***Congestion Mitigation Air Quality (CMAQ)***

Allocated Congestion Mitigation and Air Quality Program funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

### ***Revenue Sharing***

This Project shall be administered in accordance with VDOT's most current *Revenue Sharing Program Guidelines*.

Without limiting the foregoing, the Project shall be initiated such that at least a portion of the Revenue Sharing Funds are expended within one year of allocation. For any project that has not been initiated within one year, the CTB has the discretion to defer consideration of future allocations until the Project moves forward. Further, if the Project has not been initiated within two fiscal years subsequent to the allocation of Revenue Sharing Funds, the Revenue Sharing Funds for the Project may be subject to deallocation from the Project at the discretion of the CTB.

### ***State of Good Repair (SGR) Bridge***

Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB's *State of Good Repair Program Prioritization Process Methodology*, the Code of Virginia, and VDOT's *Instructional and Informational Memoranda*.

Projects receiving funding under this program must initiate the Preliminary Engineering or the Construction Phase within 24 months of award of funding or become subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the Project.

This Project has been selected through the State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the CTB's *State of Good Repair Program Prioritization Process Methodology*, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual State of Good Repair prioritization cycle for the same bridge structure to account for a cost increase on a previously selected Project.

### ***State of Good Repair (SGR) Paving***

Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB's *State of Good Repair Program Prioritization Process Methodology*, the Code of Virginia, and VDOT's *Instructional and Informational Memoranda*.

Projects receiving funding under this program must be advertised within twelve months of award funding or be subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the Project.

This Project has been selected through the State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the CTB's State of Good Repair Program Prioritization Process Methodology, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual State of Good Repair prioritization cycle for the same roadway segment to account for a cost increase on a previously selected Project.

### ***Economic Access***

This Project shall be administered in accordance with VDOT's most current *Economic Development Access Program Guide*.

### ***Airport Access***

This Project shall be administered in accordance with VDOT's most current *Airport Access Program Guide*.

### ***Recreational Access***

This Project shall be administered in accordance with VDOT's most current *Recreational Access Program Guide*.

### ***Highway Safety Improvement Program (HSIP)***

Allocated Highway Safety Improvement Program (HSIP) funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

### ***Local Funds***

All local funds included in Appendix A have been formally committed by the LOCALITY board or council, subject to appropriation.

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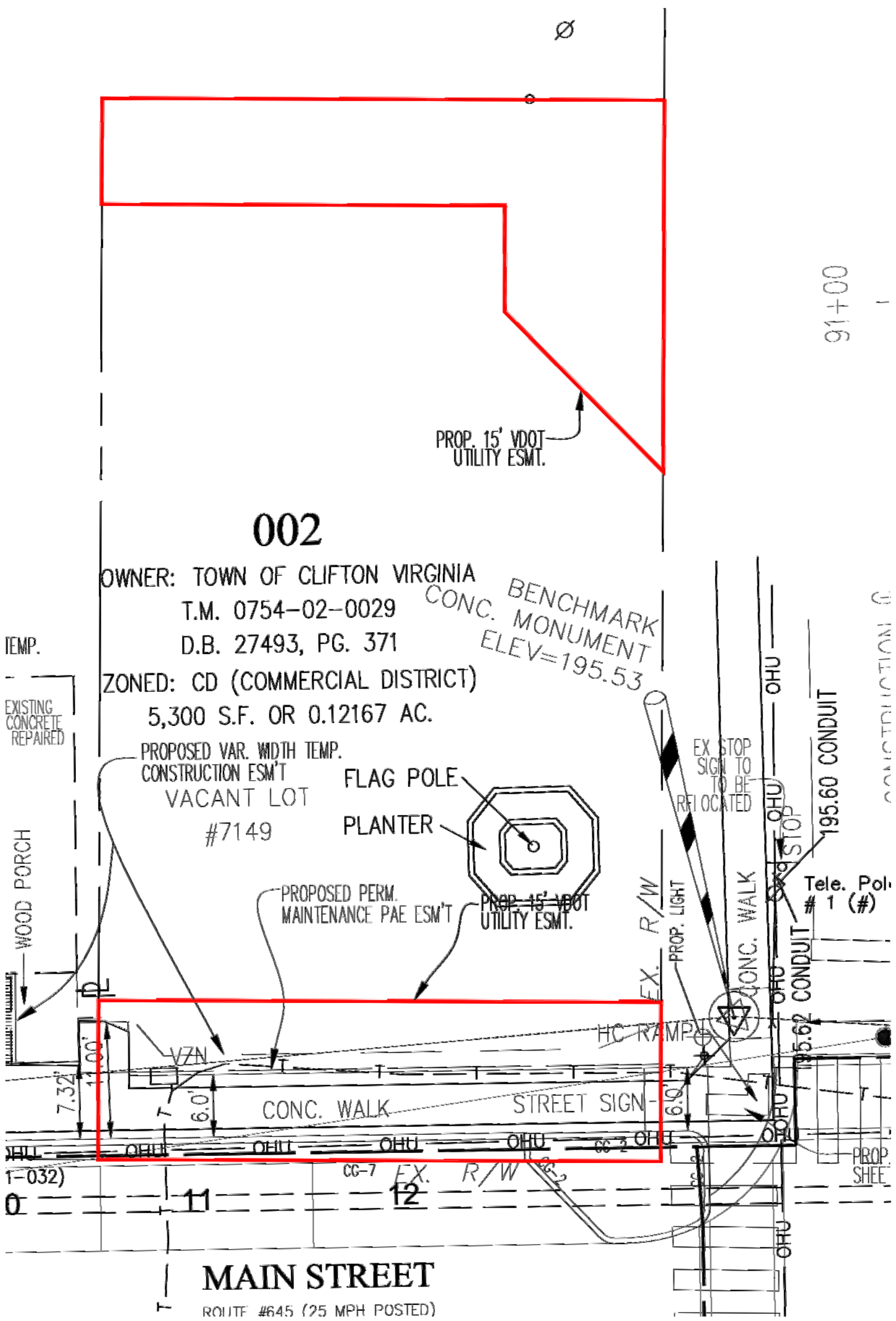
**Authorized Locality Official Signature and Date**

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**Printed Name of Locality Official**







TOWN OF CLIFTON STREETSCAPE IMPROVEMENTS

VDOT UTILITY EASEMENT

Date/Architect:
12/09/24 MV

Project Number: 18071