

**MINUTES OF THE ANNUAL MEETING  
OF THE BOARD OF DIRECTORS OF THE  
RICHMOND METROPOLITAN TRANSPORTATION AUTHORITY  
HELD JUNE 14, 2016**

The annual meeting of the Board of Directors of the Richmond Metropolitan Transportation Authority was held on the 14<sup>th</sup> day of June, 2016, at the Henrico County Training Center, 7701 East Parham Road, Room 2031, Henrico, Virginia, pursuant to due notice.

The following Directors were present and acting throughout the meeting: Directors Brown, Cannady, Hazelett, Hinson, Holland, Homer, Johnson, Kaechele, Tart, Whirley and Woodfin. Directors Nelson and White arrived during the course of the meeting. Director West was absent. Also present were Ms. Gray, Ms. Dean, Mr. Doughtie, Ms. Simmons, and Mr. Aida of the Authority, and Mr. Ballou.

Mr. Holland served as Chairman of the meeting, and Mr. Ballou as Secretary.

The Chairman called the meeting to order at 12:30 p.m. Following a brief correction as noted by Mr. Ballou regarding Reverend Nelson's attendance at the May meeting, upon motion duly made, seconded and unanimously carried by the affirmative votes of all of the Directors noted above as being present, the revised minutes of the Authority's regular meeting held on May 10, 2016, were approved.

Mr. Cannady gave the report of the Governance and Nominating Committee. The Committee had met on May 10, 2016 to discuss a slate of officers for the forthcoming fiscal year and had also discussed the positions with each nominee. The Committee recommended the following slate of officers: Mr. Johnson for a one-year term as Chairman, Mr. Hazelett for a one-year term as Vice Chairman, and Mr. Ballou for a one-year term as Secretary. There were no further nominations from the floor, and upon motion duly made, seconded and unanimously

carried by the affirmative votes of all of the Directors noted above as being present, the Board approved the Governance and Nominating Committee's recommended slate of officers, each to serve until the next annual meeting of the Authority and until their respective successors shall have been duly elected.

Mr. White joined the meeting as Mr. Cannady gave the report of the Local Finance Board, which had met prior to the Board meeting. The Local Finance Board did not take any formal action but heard an update on investment performance. The recent market turmoil had driven the overall return slightly below the targeted 7.5% return. In response to a question from Chairman Holland, Mr. Cannady noted that the Authority's return had been approximately 0% for the preceding year. The Authority was still benefitting from fortunate timing as it had made its initial deposit into the OPEB trust at a time of low market valuations.

Mr. Cannady further commented on open positions on the VML/VACO Oversight Board, on which former Board member Mr. Brat had previously served. This board was generally composed of representatives of several of the local governments that participated in the pooled arrangement for the custody and investment of OPEB funds. Mr. Cannady, Ms. Gray or Mr. Doughtie could provide further information on this opportunity.

Reverend Nelson joined the meeting in progress.

Mr. Whirley gave the report of the previous week's meeting of the Operations and Finance Committee, as Mr. Johnson had not materially participated, on a remote basis, due to audio difficulties. The Committee discussed three main items, the first being an update on the 12<sup>th</sup> Street parcel in connection with a presentation by the developer and its representatives. The Committee discussed same and communicated through counsel as to several business terms. Mr. Ballou commented that he hoped to have feedback from the developer by the next meeting. The

Committee also discussed the Authority's surplus property policy, as to which it recommended deferral for several months for further study. Finally, the Committee discussed arrangements for the Authority's central office lease, including a presentation by the Authority's real estate consultant. The current office lease was set to expire at the end of June, 2017, and the Authority's staff had investigated several properties on a preliminary basis. The Committee was recommending that the Board authorize Staff to continue with its investigation and discussions, including negotiation of lease terms, and upon motion duly made, seconded and unanimously carried by the affirmative votes of all of the Directors noted above as being present, the Board approved the resolution entitled "*Resolution Authorizing Negotiation of Lease Terms*" in the form attached to these minutes.

The Chairman turned to the CEO for her portion of the agenda. Ms. Gray noted the upcoming Celebration of the Authority's 50<sup>th</sup> Anniversary in two days at Main Street Station. Representatives of the various jurisdictions and elected officials were expected to attend. She also reported on the jurisdictional meetings which had occurred May 24 (Richmond), May 25 (Henrico), and May 26 (Chesterfield), as well as meeting with the Mayor and his directors. Mr. Hazelett observed that, in his view, the jurisdictional meetings had gone well and served as a nice introduction of the new RMTA. The Chairman added that the various questions from elected officials were excellent. Mr. Johnson also thought the meetings went well and that the Authority could use the prepared presentation materials as a basis for similar presentations to other groups such as the Management Round Table, various of the Chambers of Commerce, Venture Richmond and the like.

Ms. Gray next addressed the Authority's management of Main Street Station under its management arrangement with the City. As discussed at a previous meeting, the City was likely

to solicit proposals for management of the Station in connection with the renovation of the train shed, but this process was taking longer than expected and accordingly the term of the management agreement was to be extended for up to one year. City Council had approved the extension at its previous meeting, and the form of the extension agreement and resolution approving same was in the Board's agenda packet. Mr. Ballou briefly explained that the extension amendment was similar to previous extensions and operated to extend the management arrangement for up to one year, with no changes to the management agreement's underlying substantive provisions. In response to a question from Mr. White as to how costs were handled, Ms. Gray and Mr. Doughtie explained the cost reimbursement mechanism as well as funding obligations of the City under agreement. Upon motion duly made and unanimously approved by the affirmative votes of all of the Directors noted above as being present, the Board approved the "*Resolution Authorizing Extension of Main Street Station Management Agreement with the City of Richmond*" in the form attached to these minutes.

Ms. Gray noted that Fitch Ratings Service had recently conducted its annual update process, and had maintained the Authority's rating of "A", with a stable outlook. A copy of the Fitch report was distributed to the Directors at the meeting.

The Authority had recently held its employee recognition award luncheon, at which Staff and the Chairman recognized those employees with long and/or meritorious service. Several employees had more than forty years of service. Members of the Board highlighted the excellent customer service provided by the Authority's workforce, particularly the recognized individuals, whose dedicated service was very much appreciated. Ms. Gray also noted that Ms. Dean had graduated from Leadership Metro Richmond and that Ms. Simmons had completed the

Executive MBA program at VCU. The Board extended its congratulations and commendations to each.

Ms. Simmons gave the Operations report. The deck replacement project was underway and work was going well. She anticipated to have further information on this project at July's meeting. With regard to the City's Kanawha Park project, it was also underway with repair work over the Downtown Expressway, with an expectation for completion of the work in mid-Summer. The City's expected use of the Plaza produced more of a "live load" due to vehicular traffic, and this was leading to higher engineering and construction standards and enhanced Authority oversight. The City was paying the costs related to same.

Mr. Doughtie gave the Finance report. Although it had been a wet May, gross traffic was still up by approximately 0.6%, with traffic on a normalized basis increasing by approximately 1.0%. Traffic for the fiscal year to date was 4.8% ahead of the previous year. Revenue for the fiscal year to date was approximately 5.5% ahead of budget, and expenses were within budget.

The Chairman next entertained a motion for the Board to convene in executive session for two separate matters: The first, as permitted by Va. Code § 2.2-3711.A(7) of the Virginia Freedom of Information Act, for consultation with legal counsel (1) pertaining to matters of actual or probable litigation, where such consultation in open meeting would adversely affect the negotiating or litigating posture of the Authority, and (2) specific legal matters requiring the provision of legal advice by such counsel, as relating to the conversion of open road tolling on the Powhite Parkway and the Authority's contract for same; and the second, as permitted by Virginia Code Section 2.2-3711 (A)(3), (A6) an (A29), to discuss the potential acquisition of an interest in real property for a public purpose, through a public contract involving public funds, and pertaining to the operation of limited access highways within the Authority's member

jurisdictions, where discussion in an open session would adversely affect the financial interest, bargaining position or negotiating strategy of the Authority.

The Board reconvened in Open Session and considered a motion pursuant to Virginia Code Section 2.2 3712(D) that, to the best of each Director's knowledge, (i) only such public business matters lawfully exempted from open meeting requirements, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered by the Authority and that a statement to such effect would appear in the minutes of the meeting. Such motion was duly made, seconded and approved in a roll call vote by all Directors noted above as still being present.

There being no further business to come before the meeting, the same, upon motion duly made, seconded and unanimously carried, was adjourned at 1:55 p.m.



Secretary

APPROVED:



Chairman

**RICHMOND METROPOLITAN TRANSPORTATION AUTHORITY**

**RESOLUTION AUTHORIZING NEGOTIATION OF LEASE TERMS**

June 14, 2016

**WHEREAS**, in anticipation of the upcoming expiration of its central administrative office lease, Staff of the Richmond Metropolitan Transportation Authority (“RMTA”) has undertaken preliminary discussions with one or more landlords in the downtown Richmond vicinity, and discussed same with the Board of Directors;

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of Directors of RMTA that such discussions are ratified and confirmed, and Staff is authorized to proceed with continued discussions and negotiation of lease terms with one or more landlords and keep the Board informed as to same, and shall bring to the Board for its consideration substantially final lease terms.

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**RICHMOND METROPOLITAN TRANSPORTATION AUTHORITY**

**RESOLUTION AUTHORIZING EXTENSION OF  
MAIN STREET STATION MANAGEMENT AGREEMENT  
WITH THE CITY OF RICHMOND  
AND RELATED ACTIONS**

June 14, 2016

**WHEREAS**, the Richmond Metropolitan Transportation Authority (the “Authority”) currently manages Main Street Station pursuant to the terms of a Management Agreement (as amended, the “Management Agreement”) with the City of Richmond, Virginia (the “City”);

**WHEREAS**, the City has requested that the Authority extend the term of the Management Agreement for up to an additional one (1) year term, and there has been presented to this meeting the form of a Ninth Amendment to the Management Agreement (the “Ninth Amendment”) between the City and the Authority that provides for the foregoing;

**WHEREAS**, the City has acknowledged that during the foreseeable term of the Management Agreement, the Station will operate at a deficit, requiring contributions on an annual basis from or on behalf of the City for the payment of operating expenses and for any necessary purchases of capital equipment or capital improvements.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of Directors of the Authority that

1. The Ninth Amendment, the extension of the Authority’s management of Main Street Station, and the General Manager, with the advice of counsel to the Authority, is hereby authorized to execute and deliver the Ninth Amendment in substantially the form presented to this meeting, following City Council’s approval of the Ninth Amendment. The Management Agreement shall continue to provide that the Authority’s obligations thereunder are expressly conditioned upon and limited to amounts made available by the City to pay operating expenses and to pay for capital equipment and capital improvement purchases. None of the Authority’s other funds, whether general or connected to or derived from or on behalf of its expressway system, shall be available for payments thereunder or in connection with the management or operation of Main Street Station.

2. This Resolution shall take effect immediately.



**Ninth Amendment to  
Management Agreement  
By and Between  
City of Richmond, Virginia, and  
Richmond Metropolitan Transportation Authority**

**THIS NINTH AMENDMENT TO MANAGEMENT AGREEMENT (“Ninth Amendment”)** is made as of \_\_\_\_\_, 2016, Between the **CITY OF RICHMOND**, a municipal corporation of the Commonwealth of Virginia (the “City”), and the **RICHMOND METROPOLITAN TRANSPORTATION AUTHORITY**, a political subdivision of the Commonwealth of Virginia (“RMTA”):

**WITNESSETH:**

**WHEREAS**, the City and RMTA entered into a Management Agreement dated June 11, 2003 (as supplemented and amended, the “Management Agreement”) pursuant to which RMTA provided certain management services to the City for Main Street Station (the “Station”), as such Management Agreement was extended by the certain First Amendment to Management Agreement dated as of June 1, 2006, between the parties;

**WHEREAS**, the original Management Agreement as then in effect between the parties provided that the City and RMTA may agree to mutually extend the term of the Management Agreement for additional two (2) year terms following expiration of the Management Term, as therein defined, as provided in Section 7.1 thereof;

**WHEREAS**, notwithstanding the provisions of Section 7.1 of the Management Agreement, the City and the RMTA entered into that certain Second Amendment to Management Agreement dated as of July 1, 2008 to extend the Management Agreement by one year rather than the two year terms provided for the Section 7.1 of the Management Agreement;

**WHEREAS**, notwithstanding the provisions of Section 7.1 of the Management Agreement, the City and the RMTA entered into that certain Third Amendment to Management Agreement dated as of July 1, 2009 to extend the Management Agreement by one year rather than the two year terms provided for the Section 7.1 of the Management Agreement;

**WHEREAS**, notwithstanding the provisions of Section 7.1 of the Management Agreement, the City and the RMTA entered into that certain Fourth Amendment to Management Agreement dated as of July 1, 2010 to extend the Management Agreement by one year rather than the two year terms provided for the Section 7.1 of the Management Agreement;

**WHEREAS**, notwithstanding the provisions of Section 7.1 of the Management Agreement, the City and the RMTA entered into that certain Fifth Amendment to Management Agreement dated as of July 1, 2011 to extend the Management Agreement by one year rather than the two year terms provided for the Section 7.1 of the Management Agreement;

**WHEREAS**, notwithstanding the provisions of Section 7.1 of the Management Agreement, the City and the RMTA entered into that certain Sixth Amendment to Management Agreement dated as of July 1, 2012 to extend the Management Agreement by one year rather than the two year terms provided for the Section 7.1 of the Management Agreement;

**WHEREAS**, notwithstanding the provisions of Section 7.1 of the Management Agreement, the City and the RMTA entered into that certain Seventh Amendment to Management Agreement dated as of July 1, 2013 to extend the Management Agreement by one year rather than the two year terms provided for the Section 7.1 of the Management Agreement;

**WHEREAS**, pursuant to the provisions of Section 7.1 of the Management Agreement, the City and the RMTA entered into that certain Eight Amendment to Management Agreement dated as of July 1, 2014 to extend the Management Agreement by two years;

**WHEREAS**, notwithstanding the provisions Section 7.1 of the Management Agreement, the parties now desire to further extend the term of the Management Agreement by one year;

**WHEREAS**, the parties desire to amend the Management Agreement to allow either party to terminate for convenience upon 90 day's written notice;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual agreements herein contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the City and RMTA agree as follows:

1. This Ninth Amendment shall become effective as of July 1, 2016 (the "Effective Date"). Unless modified herein, all other terms and conditions of the Management Agreement shall remain in force and effect. All obligations of the parties hereto accruing prior to the Effective Date, including any accrued by unpaid sums, amounts and fees, shall continue to be the respective obligations of each party on, from and after the Effective Date.

2. Notwithstanding the provisions of Section 7.1 of the Management Agreement, the City and RMTA hereby mutually agree to extend the term of the Management Agreement to June 30, 2017, unless otherwise sooner terminated pursuant to the terms of the Management Agreement, or modified pursuant to the Management Agreement.

3. The number "120" in Section 15.2(a) of the Management Agreement is hereby replaced with the number "90" so that the sentence, as amended, shall read "Either party may terminate this Agreement, in whole or in part, at any time by [90] days written notice to the other party when it is in that party's best interest to terminate the Agreement, including lack of appropriated funds."

4. It is understood and agreed between the parties herein, that all payments and other performance by the City under the Management Agreement, as amended by this Ninth Amendment, are subject to annual appropriations by the City Council; consequently, the Management Agreement, as amended by this Ninth Amendment, shall bind the City only to the extent that the City Council appropriates sufficient funds for the City to perform its obligations

hereunder. Under no circumstances shall the City's total liability under the Management Agreement, as amended by this Ninth Amendment, exceed the total amount of funds appropriated by the City Council for the City's payments under and performance of the Management Agreement, as amended by this Ninth Amendment. The City shall provide the Authority prompt notice of any such insufficiency of funding or failure to appropriate.

5. All provisions, terms and conditions of the Management Agreement shall apply during the Renewal Term.

6. Terms used in this Ninth Amendment and not defined herein shall have the meaning given to them in the Management Agreement. Unless the context otherwise requires, the term "Management Agreement" shall mean the original Management Agreement as supplemented and amended to the date hereof.

7. In the event of a conflict between the terms, conditions and provisions of this Ninth Amendment and the Management Agreement, the terms of this Ninth Amendment shall prevail.

8. Except as expressly modified by this Ninth Amendment, all of the terms and provisions of the Management Agreement are hereby ratified and confirmed and shall remain in full force and effect.

9. This Ninth Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, this Ninth Amendment has been entered into effective as of the date first above written, by the respective officers of the parties hereto, thereunto duly authorized.

**CITY OF RICHMOND, VIRGINIA**

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

By: \_\_\_\_\_  
Selena Cuffee-Glenn, CAO

Approved as to Form: \_\_\_\_\_  
Assistant City Attorney

**RICHMOND METROPOLITAN  
TRANSPORTATION AUTHORITY**

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

By: \_\_\_\_\_  
General Manager

INTRODUCED: May 9, 2016

AN ORDINANCE No. 2016-143

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Ninth Amendment to Management Agreement between the City of Richmond and the Richmond Metropolitan Transportation Authority, for the purpose of extending until Jun. 30, 2017, the Management Agreement for Main Street Station.

\_\_\_\_\_  
Patron – Mayor Jones

\_\_\_\_\_  
Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: MAY 23 2016 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Ninth Amendment to Management Agreement between the City of Richmond and the Richmond Metropolitan Transportation Authority for the purpose of extending until June 30, 2017, the Management Agreement for Main Street Station. The Ninth Amendment to Management Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

ADOPTED: \_\_\_\_\_ REJECTED: \_\_\_\_\_ STRICKEN: \_\_\_\_\_