Create and execute continuing, cooperative and comprehensive regional long-range planning efforts that proactively drive transportation decisions to improve safety, connectivity, economic development and quality of life in the Wilmington region.

Wilmington Urban Area Metropolitan Planning Organization
Board
Meeting Agenda

TO: Wilmington Urban Area MPO Board Members
FROM: Mike Kozlosky, Executive Director
DATE: February 20, 2020
SUBJECT: February 26th meeting

A meeting of the Wilmington Urban Area MPO Board will be held on Wednesday, February 26, 2020 at 3 pm. The meeting will be held in the 6th Floor Conference Room at 320 Chestnut Street in downtown Wilmington.

The following is the agenda for the meeting:

1) Call to Order
2) Conflict of Interest Statement
3) Approval of Board Member Excused Absences
4) Approval of the Agenda
5) Public Comment Period
6) Presentation
   a. Recognition of Citizen Advisory Committee (CAC) members
7) Consent Agenda
   a. Approval of Board Meeting Minutes from January 22, 2020 (pgs. 3-9)
   b. Resolution approving 2018-2027 and 2020-2029 STIP/MPO Transportation Improvement Program Administrative Modification #20-1 (pgs. 10-12)
   c. Resolution supporting the WAVE Connect Advisory Committee’s recommendations for the Award of the Section 5310 Community Grant Project Funds (pgs. 13-15)
   d. Resolution authorizing the Executive Director to enter into an Inter-local Software Usage Agreement for the Rideshare Matching, Commute Calendar & Incentive Software Contract (pgs. 16-48)
8) Regular Agenda
   a. Opening of the 30-day Public Comment Period for Cape Fear Moving Forward 2045
   b. Resolution authorizing the Wilmington Urban Area Metropolitan Planning Organization to apply for FY 2021 Transportation Demand Management Program (TDM) Funding and Provide the Local Match (pg. 49-50)
c. Resolution approving the Wilmington Urban Area Metropolitan Planning Organization’s FY 2021 Unified Planning Work Program (pgs. 51-68)
d. Resolution certifying the Transportation Planning Process for the Wilmington Urban Area Metropolitan Planning Organization (pg. 69)
e. Resolution supporting a cap on the Number of Participants and creating a day of Registration Fee for the River to Sea Bike Ride (pg.70)

9) Discussion
   a. STIP/Locally Administered Projects
   b. 2018-2027 and 2020-2029 STIP/MPO Transportation Improvement Program Administrative Modification #20-2 (pgs.71-72)
   c. Prioritization 6.0 Project Submittals (pgs.73-86)

10) Updates
   a. Wilmington Urban Area MPO (pgs. 87-95)
   b. Cape Fear Public Transportation Authority (pgs. 96-97)
   c. NCDOT Division (pgs. 98-100)
   d. NCDOT Transportation Planning Division (pgs. 101-102)

11) Announcements
   a. NCDOT’s CSX Rail Upgrade Public Meetings- February 24th and 25th
   b. NC Ethics Information Due- April 15th

12) Next meeting – March 25, 2020

Attachments

- MPO Board Meeting Minutes- January 22, 2020
- Proposed 2018-2027 and 2020-2029 STIP/MPO Transportation Improvement Program Administrative Modification #20-1
- Resolution approving 2018-2027 and 2020-2029 STIP/MPO Transportation Improvement Program Administrative Modification #20-1
- Section 5310 Community Grant Project Funding Memo
- Resolution supporting the WAVE Connect Advisory Committee’s recommendations for the Award of the Section 5310 Community Grant Project Funds
- Proposed Inter-local Software Usage Agreement for the Rideshare Matching, Commute Calendar & Incentive Software Contract
- Resolution authorizing the Executive Director to enter into an Inter-local Software Usage Agreement for the Rideshare Matching, Commute Calendar & Incentive Software Contract
- Resolution authorizing the Wilmington Urban Area Metropolitan Planning Organization to apply for FY 2021 Transportation Demand Management Program (TDM) Funding and Provide the Local Match
- Draft FY 2021 Unified Planning Work Program
- Resolution approving the Wilmington Urban Area Metropolitan Planning Organization’s FY 2021 Unified Planning Work Program
- Resolution Certifying the Transportation Planning Process for the Wilmington Urban Area Metropolitan Planning Organization
- Resolution supporting a cap on the number of participants and creating a day of Registration Fee for the River to Sea Bike Ride
- Proposed 2018-2027 and 2020-2029 STIP/MPO Transportation Improvement Program Administrative Modification #20-2
- Prioritization 6.0 Project Submittal Memorandums
- Wilmington Urban Area MPO Project Update (February)
- Cape Fear Public Transportation Authority Update (February)
- NCDOT Division Project Update (February)
- NCDOT Transportation Planning Division Project Update (February)
MPO Board Meeting Minutes
1st Floor Annex Conference Room, 305 Chestnut Street
Wednesday, January 22, 2020

Members Present
David Piepmeyer, Pender County
Pat Batleman, Town of Leland
Neil Anderson, City of Wilmington
Charlie Rivenbark, City of Wilmington
Jonathan Barfield, Cape Fear Public Transportation Authority
Charles Bost, Town of Belville
LeAnn Pierce, Town of Carolina Beach

Rob Zapple, New Hanover County
Frank Williams, Brunswick County
Eulis Willis, Town of Navassa

Others Present
Mike Kozlosky, Executive Director, WMPO
Chad Kimes, NCDOT Highway Division 3

1. Call to Order
Chairman Piepmeyer called the meeting to order at 3:00 p.m.

2. Conflict of Interest Statement
Chairman Piepmeyer read the conflict of interest statement and asked if any members had a conflict with any of the items on the meeting agenda. No members reported having a conflict.

3. Approval of Board Members’ Excused Absences
Mr. Kozlosky stated that Mike Alford and Hank Miller have requested to be excused from the meeting. He noted that John Ellen has indicated that he has an event in Kure Beach and will try to be here as soon as he can.

Mr. Rivenbark made a motion to excuse the absences of Mr. Alford and Mr. Miller. Mr. Willis seconded the motion, and it carried unanimously.

4. Approval of the Agenda
Mr. Rivenbark made a motion to approve the agenda as presented, seconded by Mr. Williams, and the motion carried unanimously.

5. Election of Officers
Mr. Williams nominated David Piepmeyer for Chairman. Ms. Batleman seconded the nomination.

There being no further nominations, Mr. Rivenbark made a motion to close the nominations and elect Mr. Piepmeyer as Chair. Mr. Williams seconded the motion and it carried unanimously.

Mr. Piepmeyer expressed appreciation and nominated Pat Batleman for Vice Chair. Mr. Rivenbark seconded the nomination.

There being no further nominations, Chairman Piepmeyer closed the nominations. The Board voted unanimously to elect Ms. Batleman as Vice Chair.

6. Public Comment Period
Mr. Bruce McLelland spoke to the Board regarding the proposed e-bike ordinance on page 55 of the agenda. He noted that federal guidance on e-bikes in national parks allows their use for transportation or recreation anywhere a traditional bike can go; but no further. Under the
Consumer Safety Protection Act, e-bikes with two or three wheels, fully operational pedals and 750-watt (one horsepower) or less are considered bicycles, and those producing more power are considered motor vehicles. He expressed concerns that the ordinance is adverse to alternative transportation and neglects to address public safety, the environment and traffic congestion. He pointed out that 28% of e-bikes are purchased as a substitute for motor vehicles, and that e-bikes increase the burden on law enforcement. He also expressed concerns regarding the meagerness of the bicycle helmet fine proposed.

Mr. Eric Hawthorne, residing at 19th Street and Market Street, spoke to the Board and expressed concerns regarding increased accidents on Market Street and the safety of children in that area. He commented that cars drive up on the curb. He also expressed concerns regarding the lack of police presence.

Ms. Lydia Mincey spoke to the Board regarding funding for Market Street Road Diet, and requested increased prioritization for that project to make Carolina Place and Carolina Heights feel more residential than a cut-through. She commented that walking on the sidewalk and crossing the street is unsafe in this area.

Mr. Piepmeyer acknowledged new MPO Board members, New Hanover County Commissioner Rob Zapple, and Town of Carolina Beach Mayor LeAnn Pierce, each of whom expressed some brief words of appreciation.

7. Presentations
   a. “Be A Looker” Final Results – Nick Cannon, WMPO
      Mr. Cannon gave an overview of results from the six-month “Be A Looker” campaign. According to the North Carolina Department of Transportation’s (NCDOT) traffic crash facts, Wilmington is ranked one of the most dangerous regions in the state of North Carolina for bicyclists and pedestrians. In 2017, there were more than 100 bicycle and pedestrian collisions with motor vehicles, eleven of which were fatal. Over the past 10 years the WMPO region has made strides to improve bicycle and pedestrian policy and infrastructure with such facilities as the Cross City Trail and Transportation Alternative Set Aside – Direct Attributable (TASA-DA) funded projects. However, the culture shift from a strictly car-centered one to a shared one is a long way off.

      Mr. Cannon stated that the goals of the “Be A Looker” Campaign were to promote bicycling and walking as legitimate forms of transportation and to educate participants on the basic rules of the road for each of the modes. The marketing campaign targeted behaviors including motorists not looking or not yielding to bicyclists and pedestrians, distracted driving, bicyclists riding on the wrong side of the road against traffic, not using signals or not wearing helmets, and pedestrians not crossing at the crosswalk. He gave an overview of strategies and results of the campaign as follows:

      - Graphics external to two Wave Transit shuttles (Brunswick Connector, #107 on S. College Rd.) - 3 million impressions
      - Digital billboards (Lamar) - 2 million impressions
      - E-mail blasts every other month to 15,000 recipients - 8,407 opened
      - Press conference at Empie Park to launch campaign with guest speakers and a media presence
      - Social media (Instagram and Twitter) once a week - 2,000 interactions
Mr. Cannon stated that a survey found that 93% of respondents were satisfied with the campaign. However, 72% of respondents felt no safer than before.

A question/answer and discussion period was held. Mr. Rivenbark commented that these improvements take time. He noted that the use of motorized wheel chairs has also increased. Also, crossing College Road near the University is a real challenge.

Mr. Anderson concurred. He suggested putting signals on the trail or other improvements that might prevent accidents.

In response to an inquiry by Mr. Zapple, Mr. Cannon stated that the General Assembly has no legislation regarding motorized scooters yet.

In response to an inquiry by Ms. Pierce, Mr. Cannon stated that in the future the campaign might be separated to focus on each of the transportation modes.

b. **NCDOT Resiliency Study – Matt Lauffer, NCDOT**

Matt Lauffer gave an overview of the NCDOT Resiliency Study on interstates I-95 and I-40 and current weather trends. After the significant impacts of Hurricane Matthew and Hurricane Florence, Secretary Trogdon directed the study. Hurricane Florence caused historic amounts of rainfall, 43 lives were lost, and damage totaled $17 billion. A significant impact to the infrastructure included 600 road closures and 2,100 improvements/repairs caused by Matthew, and 2,500 road closures and 3,100 site repairs caused by Florence. And, I-40 was closed for nine days during Florence.

Mr. Lauffer stated that Hurricane Floyd in 1999, Hurricane Matthew in 2016 and Hurricane Florence in 2018 were 500-year and 1,000-year events statistically. He pointed out that a high probability exists for these types of events to occur again during the next 20 years. Additionally, there were a couple of isolated events in Franklin County and Catawba County in June of 2019 where 7.5 inches of rain fell in four hours, which is also categorized as a 1,000-year event.

Mr. Lauffer displayed a graph of concentration pathways of temperature increase with two potential trends, high and low. Additionally, a discussion included the sea level rise of eight inches since 1880, and a foot to four-feet by 2100 for high tide currents, which includes a subsidence of land. Also, hurricane power is increasing with Category 4 and Category 5 storms occurring more frequently. NOAA is tracking the value or the development increase in cost.

Mr. Lauffer stated that ten locations on I-95 and seven locations on I-40 were studied for resiliency. Although the federal register requires a 50-year surge for interstate highways, a 100-year surge is now being considered for resiliency options. He noted that shortcomings of the study included an omission of high-level system modeling, and a lack of detail for design; although it included the cost for utilities and right-of-way. He
gave an overview of improvement options to elevate the roadway or increase capacity of culverts for drainage, implement roadside barriers, and alternatives routes to maintain connectivity. He noted that South Carolina had some reactivity time for temporary measures, but North Carolina has less time for them.

Mr. Lauffer stated that the draft report is available for review; although, some locations will be added around US-17 and the Marine Corps Air Station near Jacksonville. Currently, the Division is prioritizing and identifying funding needs, and integrating flood improvements with reconstructive project opportunities on I-95. Additionally, Executive Order 80, the Governor’s initiative on climate change and resiliency, will be integrated, especially Section 9, when released in March. Other actions include increased communication with emergency management, development of flood warning tools for operational awareness, and participation in national conferences and research. Mr. Lauffer displayed an interactive map with the improvements and estimated costs.

Chairman Piepmeyer expressed concerns regarding the lack of resiliency alternates for US-17. Mr. Williams concurred, especially those around Town Creek.

Mr. Anderson expressed concerns regarding funding for resiliency improvements. Mr. Kimes commented that it’s important that the needs have been identified. He added that NC-133 has two points of vulnerability. He noted that the Division is trying to use the funds that have already been programmed to address needs with ongoing projects with the flooding in mind.

Mr. Barfield expressed concerns regarding the lack of funding for I-40 at the legislature.

In response to an inquiry by Mr. Anderson, Mr. Kimes stated that federal grants provide a portion of funding for interstates; although, the state must pursue it aggressively.

In response to an inquiry by Vice Chair Batleman, Mr. Kimes stated that the Town Creek area on US-17 could take a number of years unless additional revenues are found.

8. Consent Agenda
   a. Approval of Board Meeting Minutes of November 20, 2019
   b. Resolution approving 2018-2027 and 2020-2029 STIP/MPO Transportation Improvement Program Amendments #19-5 and #19-6
   c. Resolution approving 2018-2027 and 2020-2029 STIP/MPO Transportation Improvement Program Administrative Modification #19-5
   d. Resolution amending the Wilmington Urban Area MPO meeting schedule for the November TCC meeting

Mr. Barfield made a motion to approve the Consent Agenda, Items 8a through 8d as presented. Mr. Williams seconded the motion, and it carried unanimously.
9. **Regular Agenda**

   a. **Resolution supporting an amendment to the Wilmington Urban Area MPO’s Transportation Improvement Program and requesting the North Carolina Department of Transportation remove Direct Attributable funding for the Clarendon Park Multi-use Path and Salisbury Street Streetscape Projects from the State/MPO Transportation Improvement Programs**

   Mr. Kozlosky stated that these requests to remove funds have come from the Town of Carolina Beach and the Town of Wrightsville Beach. The Town of Carolina Beach has decided not to move forward with the Clarendon Avenue Project, and the Town of Wrightsville Beach desires to proceed with the Salisbury Street Streetscape Project using Town funds only.

   Ms. Pierce requested to table the item for the Town of Carolina Beach. She noted that the Town’s Bicycle/Pedestrian Committee is considering possibilities that will work for the Town and its citizens.

   Ms. Pierce made a motion to table the item concerning Claredon Avenue to a future date in order to consider design modifications. Mr. Barfield seconded the motion, and it carried unanimously.

   Mr. Anderson made a motion to approve the Resolution supporting an amendment to the Wilmington Urban Area MPO’s Transportation Improvement Program and requesting the North Carolina Department of Transportation remove Direct Attributable funding for the Salisbury Street Streetscape Projects from the State/MPO Transportation Improvement Programs. Mr. Rivenbark seconded the motion and it carried unanimously.

   b. **Opening of the 30-day public comment period for the FY 2021 Unified Planning Work Program**

   Mr. Kozlosky stated that this item is the opening of the 30-day public comment period for the fiscal year 2021 Unified Planning Work Program (UPWP), which is the MPO’s budget. He noted that the MPO is required by the state to adopt its budget by March 15th. The public involvement policy adopted by the MPO requires a 30-day public comment period. Highlights of this budget include the proposed completion of a Pender County Streets Plan. Also, once the Board has considered the Cape Fear Moving Forward long-range transportation plan, staff would work with the Board to develop a five-year strategic plan Additionally, an enhancement has been included for the purchase of Streetlight data, otherwise known as mobile phone data and connected vehicle data through navigation systems, which would be used in transportation planning activities, traffic engineering analysis, and data for bicycles and pedestrians.

   Mr. Kozlosky stated that a 4% merit increase has been included as well. He reminded Board members that the MPO is subject to the city’s merit policy. In order to be conservative, a 4% increase was proposed based on estimates from other jurisdictions ranging from 3% to 4% merit increases.

   Mr. Kozlosky requested a motion to open the public comment period. He noted that this item would return for consideration at the next MPO Board Meeting on February 26th. He added that each of the member jurisdictions should have received a letter related their local match.
Mr. Anderson made a motion to open the 30-day public comment period. Mr. Williams seconded the motion, and it carried unanimously.

A brief question/answer and discussion period was held.

10. Discussion

a. **2018-2027 and 2020-2029 STIP/MPO Transportation Improvement Program Administrative Modification #20-1**

Mr. Kozlosky stated that this item is for informational purposes only and will be brought forward to the MPO Board at its next meeting.

b. **WMPO Bike/Pedestrian Committee Model E-Bicycle Ordinance**

Mr. Cannon stated that several months ago, New Hanover County Parks and Gardens requested that the MPO Bicycle and Pedestrian Advisory Committee draft a model ordinance for the regulation of electric bicycles for consideration by member jurisdictions if needed. He noted that the draft ordinance received a few comments from the Technical Coordinating Committee (TCC) last week.

In response to an inquiry by Mr. Williams, Mr. Cannon stated that some of the public comments heard earlier today were heard at TCC as well. Regarding the helmet fine, he pointed out that sometimes a recommendation is made that is the responsibility of local law enforcement; although the intention is to prioritize safety. He requested that the MPO Board forward any comments to staff by January 31.

Mr. Williams clarified that this model ordinance is a suggestion that the member jurisdictions may or may not adopt.

Mr. Kozlosky concurred that this is a nonbinding model ordinance for this committee, which will be passed along to the member jurisdictions to consider, amend and/or adopt.

c. **STIP/Locally Administered Projects**

Mr. Kozlosky stated that due to NCDOT’s cash management issues staff has been asked to work with member jurisdictions regarding anticipated expenditures of Direct Attributable (DA) funds. He noted that MPO staff met with the City of Wilmington this morning and will be meeting with staffs of the other member jurisdictions to update NCDOT with Direct Attributable projects and expected expenditures over the next 18 months. He added that NCDOT has indicated that they would not be willing to pay invoices for projects that have not been started pre-December 1st until June, and possibly as late as January of 2021. He added that the update will be provided to NCDOT’s Chief Operating Officer by January 31, 2020 and that the Division is undergoing a similar exercise.

Mr. Kimes commented that NCDOT is hoping to catch up by the end of this year.

A question/answer and discussion period was held regarding future funding sources.

In response to an inquiry by Mr. Zapple, Mr. Kozlosky stated that reimbursements will be sought for projects that are already in progress.

Mr. Kimes stated that the next 12 months will follow different criteria. He noted that NCDOT has had to re-adjust some of its delays. He commented that the Division 3 is
better off than some of the other Divisions and that NCDOT is being held to a higher standard of accountability these days.

Mr. Rivenbark expressed concerns regarding the impacts to economic development.

11. Updates
   a. Wilmington Urban Area MPO
   b. Cape Fear Public Transportation Authority
   c. NCDOT Division
   d. NCDOT Transportation Planning Division

Mr. Kozlosky stated that updates are included in the agenda packet. He added that although some stick figures have been public for proposed alignments of the Cape Fear Memorial Bridge, they are not ready to be distributed yet. Once the information is ready, it will be forwarded to members. Additionally, the City of Wilmington and New Hanover County yesterday adopted resolutions supporting public transportation. He noted that the MPO would be a partner and have a seat at the table.

Mr. Kozlosky stated that NCDOT is beginning public outreach regarding Prioritization 6.0.

Ms. Marks stated that this is an opportunity for the public to comment on projects they would like to see in Prioritization 6.0. She noted that she will be in her office three entire days next week to answer questions.

Mr. Kozlosky stated that staff will begin to bring information regarding Prioritization 6.0 from the MPO perspective to the MPO Board at its next meeting.

12. The next WMPO Board meeting – February 26, 2020
13. Adjournment

   With no further business, the meeting was adjourned at 3:49 p.m.

Respectfully submitted,

Mike Kozlosky
Executive Director
Wilmington Urban Area Metropolitan Planning Organization

THE ABOVE MINUTES ARE NOT A VERBATIM RECORD OF THE PROCEEDINGS.
THE ENTIRE PROCEEDINGS ARE RECORDED ON A COMPACT DISC AS PART OF THIS RECORD.
## Proposed Revisions to 2018-2027 and 2020-2029 STIP/MPO TIP Programs

**STIP/MPO TIP Modification # 20-1**  
(January 2020)

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WILMINGTON URBAN AREA METROPOLITAN PLANNING ORGANIZATION
BOARD

RESOLUTION APPROVING ADMINISTRATIVE MODIFICATION #20-1 TO THE
2018-2027 AND 2020-2029 STATE /MPO TRANSPORTATION IMPROVEMENT
PROGRAMS

WHEREAS, the Wilmington Urban Area Metropolitan Planning Organization provides
transportation planning services for the City of Wilmington, Town of Carolina Beach, Town of
Kure Beach, Town of Wrightsville Beach, Town of Belville, Town of Leland, Town of Navassa,
New Hanover County, Brunswick County, Pender County, Cape Fear Public Transportation
Authority and the North Carolina Board of Transportation; and

WHEREAS, the Board has found that the Wilmington Urban Area Metropolitan Planning
Organization is conducting transportation planning in a continuous, cooperative, and
comprehensive manner; and

WHEREAS, the North Carolina Board of Transportation adopted the 2018-2027 State
Transportation Improvement Program on August 3, 2017 and the Wilmington Urban Area
Metropolitan Planning Organization Board adopted the Statewide/MPO Transportation
Improvement Programs on August 30, 2017; and

WHEREAS, the North Carolina Board of Transportation adopted the 2020-2029 State
Transportation Improvement Program on September 5, 2019 and the Wilmington Urban Area
Metropolitan Planning Organization Board adopted the Statewide/MPO Transportation
Improvement Programs on October 30, 2019; and

WHEREAS, the Wilmington Urban Area Metropolitan Planning Organization desires to modify
the adopted 2018-2027 and 2020-2029 State/MPO Transportation Improvement Programs for
Administrative Modification #20-1.

NOW THEREFORE, be it resolved that the Board of the Wilmington Urban Area Metropolitan
Planning Organization hereby approves modifying the 2018-2027 and 2020-2029 State/MPO
Transportation Improvement Programs for Administrative Modification #20-1.

ADOPTED at a regular meeting of the Wilmington Urban Area Metropolitan Planning
Organization’s Board on February 26, 2020.

__________________________________________
David Piepmeyer, Chair

__________________________________________
Mike Kozlosky, Secretary
MEMORANDUM

TO: MPO Board members

FROM: Mike Kozlosky, Executive Director

DATE: February 19, 2020

SUBJECT: Section 5310 Community Grant Award

On June 27, 2014 the North Carolina Secretary of Transportation designated the Cape Fear Public Transportation Authority as “the designated recipient” of the Persons with Disabilities Funding Program (Section 5310). The allocation of these funds required a Federal Transit Administration (FTA) approved Program Management Plan (PMP) which was adopted by the Cape Fear Public Transportation Authority Board on April 23, 2015 and supported by the MPO Board on June 24, 2015.

Eligible applicants for Section 5310 funding are non-profit organizations, state or local governmental agencies, and private operators of public transportation services. These applicants provide matching funds (80/20 capital or 50/50 operating). The total expected federal funding available for this grant award is $65,058. The 2020 grant applications are due for submission to FTA in March, 2020. The funds are expected to be available in July 2020.

The Cape Fear Public Transportation Authority received three applications for this funding. The Wave Connect Advisory Committee reviewed and scored these applications and recommends awards to these applicants in the following amounts:

Recommended Award Amounts:

**New Hanover County (NHC) Senior Resource Center**
- $44,000 Federal funding
- $11,000 Local match (80/20 matching funds)
- $55,000 Total project budget
- Accessible Van Trips: 2,244
Brunswick Senior Resources, Inc. (BSRI) Brunswick Center at Leland
- $8,423 Federal funding
- $2,106 Local match (80/20 matching funds)
- $10,529 Total project budget
- Accessible Van Trips: 1,453

Elderhaus
- $12,635 Federal funding
- $3,159 Local match (80/20 matching funds)
- $15,794 Total project budget
- Accessible Van Trips: 644

The two organizations that have received funding for the past three years (NHC and BSRI) are once again being recommended for funding. In addition, a third organization (Elderhaus) is also being recommended for award in FY 21. The TCC recommended approval at their February meeting. Staff recommends support of these grant awards by the MPO Board.
RESOLUTION SUPPORTING THE WAVE CONNECT ADVISORY COMMITTEE’S RECOMMENDATIONS FOR AWARD OF THE SECTION 5310 COMMUNITY GRANT PROJECT FUNDS

WHEREAS, the Wilmington Urban Area Metropolitan Planning Organization provides transportation planning services for the City of Wilmington, Town of Carolina Beach, Town of Kure Beach, Town of Wrightsville Beach, Town of Belville, Town of Leland, Town of Navassa, New Hanover County, Brunswick County, Pender County, Cape Fear Public Transportation Authority and the North Carolina Board of Transportation; and

WHEREAS, on June 27, 2014 the North Carolina Secretary of Transportation designated the Cape Fear Public Transportation Authority as “the designated recipient” of the Persons with Disabilities Funding Program (Section 5310); and

WHEREAS, the allocation of Section 5310 funds required a Federal Transit Administration approved Program Management Plan which was adopted by the Cape Fear Public Transportation Authority Board on April 23, 2015 and supported by the MPO Board on June 24, 2015; and

WHEREAS, eligible applicants for Section 5310 funding are non-profit organizations, state or local governmental agencies, and private operators of public transportation services; and

WHEREAS, eligible applicants provide matching funds (80/20 capital or 50/50 operating); and

WHEREAS, the total expected funding level available for this grant award is $65,058; and

WHEREAS, the Cape Fear Public Transportation Authority received three applications for this funding; and

WHEREAS, the Wave Connect Advisory Committee has reviewed and scored these applications and recommends the New Hanover County (NHC) Senior Resource Center, Brunswick Senior Resources, Inc. (BSRI) Brunswick Center at Leland, and Elderhaus for this funding.

NOW THEREFORE, be it resolved that the Board of the Wilmington Urban Area Metropolitan Planning Organization hereby supports the WAVE Connect Advisory Committee’s recommendation to provide the Section 5310 funding to the New Hanover County (NHC) Senior Resource Center, Brunswick Senior Resources, Inc. (BSRI) Brunswick Center at Leland, and Elderhaus.

ADOPTED at a regular meeting of the Wilmington Urban Area Metropolitan Planning Organization’s Board on February 26, 2020.

________________________________________
David Piepmeyer, Chair

________________________________________
Mike Kozlosky, Secretary
Interlocal Software Usage Agreement

This INTERLOCAL SOFTWARE USAGE AGREEMENT (the “Agreement”) is entered into as of the 1st day of November, 2019 (the “Effective Date”), by and among the Research Triangle Regional Public Transportation Authority, a regional public transportation authority established pursuant to Article 26 of Chapter 160A of the North Carolina General Statutes, d/b/a GoTriangle (“GoTriangle”), and each entity designated as a Stakeholder as set forth on the signature pages annexed hereto (each, a “Stakeholder,” and collectively, the “Stakeholders”). GoTriangle and/or the Stakeholders may sometimes be referred to in this Agreement each individually as a “Party,” and collectively as the “Parties.”

RECITALS

WHEREAS, RideShark Corporation (“RideShark”), and GoTriangle have entered into a Rideshare Matching, Commute Calendar & Incentive Software Contract (GoTriangle # 19-019) annexed as Exhibit A hereto (the “Contract”), which Contract shall enable GoTriangle and the Stakeholders to utilize certain software provided by RideShark for ride matching, bicycle/walk/transit buddy, one time trip matching, Emergency Ride Home, vanpool administration, trip tracking and loyalty and incentive programming (the “Software”); and

WHEREAS, GoTriangle and the Stakeholders desire to allocate certain rights granted by and obligations arising under the Contract among themselves, including but not limited to, the use of the Software; and

WHEREAS, GoTriangle and the Stakeholders desire to admit the Parties listed on Schedule 1 attached hereto as Stakeholders to this Agreement; and

WHEREAS, the North Carolina Department of Transportation (“NCDOT”), as required by Section 8 of this Agreement, agrees with GoTriangle to admit the Parties listed on Schedule 1 as Stakeholders to this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual promises herein made, the representations, warranties, and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Authorized End Users. Upon execution of this Agreement by a Stakeholder, that Stakeholder shall become an authorized end user of the Software and shall be subject to the terms and conditions of the Contract.

2. Representations and Warranties. Each Stakeholder represents and warrants to each and every other Stakeholder that it has the requisite authority to execute and deliver this Agreement, that the execution and delivery of this Agreement does not conflict with its organizational documents or bylaws, and that this Agreement constitutes a valid and enforceable contract against such Stakeholder.

3. Covenants. Each Stakeholder agrees to comply with the following covenants:

   (a) A covenant not to reverse compile, disassemble, or otherwise reverse engineer all or any part of the Software;

   (b) A covenant not to copy, reproduce, modify, adapt, translate or add new features to the Software without the express written consent of GoTriangle;

   (c) A covenant not to permit disclosure of, access to, or use of the Software by any third party unless authorized in writing by GoTriangle;
(d) A covenant that the Proprietary Information (as defined in the Contract) is owned by GoTriangle or GoTriangle has the applicable rights of use and such Stakeholder will maintain the Proprietary Information in strict confidence and not disclose the Proprietary Information to any third party without GoTriangle’s prior written consent;

(e) A covenant to not disclose or permit disclosure of the personal information of the public that accesses the sites supported by the Software including, but not limited to, email addresses of the public. Stakeholders shall only communicate with the accessing public through the Software unless authorized in writing by GoTriangle.

4. Limitation of Liability. GoTriangle does not give any warranty with respect to the Software, or the maintenance or support services to be provided by RideShark with respect thereto, including no warranty concerning whether such Software or services will be operational or functional. GoTriangle shall not be liable for any deficiencies in, or failure of, the Software or services. The sole remedy of any Stakeholder with respect to deficiencies in (i) the operation and/or function of the Software or (ii) the maintenance or services provided by RideShark, shall be to cause GoTriangle to use reasonable efforts to pursue remediation and/or claims with respect to the Software and/or services against RideShark under the terms of the Contract. Without limiting the above, GOTRIANGLE SHALL NOT BE LIABLE TO ANY STAKEHOLDER ON ACCOUNT OF ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY OF THE SOFTWARE OR SERVICES RENDERED BY RIDESHARK.

5. Indemnification. Each Party (“Indemnifying Party”) hereby agrees in the manner and to the extent provided by NCGS 143-291 et seq., to defend each other Party (the “Indemnified Party”) against, for, and hold each Indemnified Party harmless from, all losses, damages, liabilities, costs, and expenses from any third party claims, including reasonable attorney’s fees, arising out of injury to or the death of any person or the damage to any property, resulting from the negligence, wrongful act, error or omission by an Indemnifying Party from the Indemnifying Party’s breach of this Agreement. Each Stakeholder specifically, and without limitation, agrees to indemnify and hold harmless GoTriangle from any and all claims brought by RideShark and/or third parties for a Stakeholder breach of Section 3 “Covenants.”

6. Term. The initial term of this Agreement shall be for one year, unless terminated earlier by the written agreement of all Stakeholders. This Agreement shall automatically renew for additional periods of one (1) year until GoTriangle and RideShark terminate the Contract; provided that any Stakeholder may terminate its respective interest in this Agreement by giving written notice of its intent to opt out of this Agreement at least sixty (60) days prior to an automatic renewal date.

7. Liaison. Each Party shall designate a liaison who will be responsible for coordinating the use of the Software and the provision of the services described by this Agreement and the Contract. The initial liaison for each Party is set forth in Schedule 1 annexed hereto. Any Party may change its liaison at any time upon written notice given to the other Parties in compliance with Section 8.

8. Amendments; Additional Parties. This Agreement shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement. Any amendment effected in accordance with this section shall be binding upon each of the Parties hereto. Notwithstanding the above, at any time during the term of this Agreement, GoTriangle and NCDOT may together agree in writing to admit new Stakeholders to this Agreement and revise Schedule 1 to reflect admittance of such new Stakeholders without requiring the signature of all Parties. Additionally, any change in a Party liaison or address requires notice of such to all Parties, but not the signatures of all Parties.
9. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws applicable to contracts made and to be performed wholly within the State of North Carolina, without regard to conflicts of laws or choice of laws principles.

10. **Notices.** Any notices which any Party hereto is required or desire to give the other hereunder shall be deemed to have been properly given for all purposes if (a) delivered against a written receipt of delivery, (b) mailed by registered or certified mail of the United States Postal Service, return receipt requested, postage prepaid, or (c) delivered to a nationally recognized overnight courier service for next business day delivery, to its addressee at such Party’s address as set forth below, or (d) delivered via email to GoTriangle’s liaison or facsimile transmission to the facsimile number listed below, provided, however, that if such communication is given via email or facsimile transmission, an original counterpart of such communication shall concurrently be sent in either the manner specified in the clause (b) or (c) above. Each such notice, demand or request, shall be deemed to have been given upon the earlier of (a) actual receipt or refusal by the addressee or (b) three business days after deposit thereof in the exclusive custody of the United States Postal Service if sent in accordance with section (b) above and one business day after the deposit thereof with a courier if sent pursuant to section (c) above.

To GoTriangle:  
GoTriangle  
Michelle Epps Parker  
Sustainable Travel Services Manager  
PO Box 13787  
Research Triangle Park, NC 27709  
Fax Number: (919) 485-7441

With a Copy To:  
GoTriangle  
Office of General Counsel  
PO Box 13787  
Research Triangle Park, NC 27709  
Fax Number: (919) 485-7417

To Stakeholder:  
According to signature sheets with addition of *Wilmington Urban Area Metropolitan Planning Organization (WMPO)*.

Notices may be given on behalf of any Party by its legal counsel. Any Party may, from time to time, by notice as herein provided, designate a different address to which notice to it shall be sent.

11. **Miscellaneous.** This Agreement shall be binding on and shall inure to the benefit of the Parties hereto, and their respective heirs, administrators, successors, and assigns. No waiver by any Party hereto of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement. This Agreement (including the Schedule and Exhibit attached hereto) constitutes the entire understanding of the Parties hereto, revokes and supersedes all prior agreements between the Parties hereto (whether written or oral) and is intended as a final expression of their mutual understanding.

*Signature pages immediately follow.*
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

GoTriangle: 

RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY ("GoTriangle")

By: __________________________________________
    Name: Shelley Blake Curran
    Title: Interim President & CEO

REVIEWED AND APPROVED AS TO LEGAL FORM:

By: __________________________________________
    Name: Thomas Henry
    Title: Interim General Counsel

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: __________________________________________
    Name: Saundra Freeman
    Title: Chief Financial Officer
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

STAKEHOLDER: Wilmington Urban Area Metropolitan Planning Organization (WMPO)

By:__________________________________

Name:  Mike Kozlosky

Title:  Executive Director

Physical Address:

__________________________________

__________________________________

Mailing Address (if different from above):

__________________________________

__________________________________

Email:________________________________

Phone:________________________________

Fax:___________________________________
# SCHEDULE 1

## STATEWIDE STAKEHOLDERS

<table>
<thead>
<tr>
<th>Stakeholder</th>
<th>Liaison</th>
</tr>
</thead>
</table>
| Charlotte Area Transit System (CATS)                                       | Courtney Schultz  
Senior Marketing Representative, CATS  
courtney.schultz@ci.charlotte.nc.us, (704) 336-6999 |
| Land of Sky Regional Council                                               | Tristan Winkler  
French Broad River MPO Director  
Land of Sky Regional Council  
tristan@landofsky.org, (828) 251-6622 |
| North Carolina Department of Transportation (NCDOT)                        | Hanna Cockburn  
Bicycle & Pedestrian Division Director, NCDOT  
jicockburn@ncdot.gov, (919) 707-2601 |
| Piedmont Authority for Regional Transportation (PART)                      | Sabrina Glenn  
Director of Commuter Operations, PART  
sabrinag@partnc.org, (336) 291-4321 |
| Wilmington Urban Area Metropolitan Planning Organization (WMPO)            | Mike Kozlosky  
Executive Director, WMPO  
mike.kozlosky@wilmingtonnc.gov, (910) 341-3258 |
<table>
<thead>
<tr>
<th>Stakeholder</th>
<th>Liaison</th>
</tr>
</thead>
<tbody>
<tr>
<td>GoTriangle</td>
<td>Paul J. Straw&lt;br&gt;Sustainable Travel Services Supervisor&lt;br&gt;<a href="mailto:pstraw@gotriangle.org">pstraw@gotriangle.org</a>, (919) 485-7484</td>
</tr>
<tr>
<td>Triangle J Council of Governments (TJCOG)</td>
<td>Andrea Eilers&lt;br&gt;Program Manager&lt;br&gt;<a href="mailto:ailers@tjcog.org">ailers@tjcog.org</a>, (919) 558-2705</td>
</tr>
<tr>
<td>City of Durham</td>
<td>Tom Devlin&lt;br&gt;Transportation Planner&lt;br&gt;<a href="mailto:tom.devlin@durhamnc.gov">tom.devlin@durhamnc.gov</a>, (919) 560-4157 x36507</td>
</tr>
<tr>
<td>City of Raleigh</td>
<td>Anne Galamb&lt;br&gt;TDM Coordinator&lt;br&gt;<a href="mailto:anne.galamb@raleighnc.gov">anne.galamb@raleighnc.gov</a>, (919) 996-4139</td>
</tr>
<tr>
<td>Duke University</td>
<td>Tyler Dewey, J.D.&lt;br&gt;Alternative Transportation Lead&lt;br&gt;<a href="mailto:tyler.dewey@duke.edu">tyler.dewey@duke.edu</a></td>
</tr>
<tr>
<td>North Carolina Central University (NCCU)</td>
<td>Cha’ssem Anderson&lt;br&gt;Transportation Director&lt;br&gt;<a href="mailto:cander21@nccu.edu">cander21@nccu.edu</a>, (919) 530-7338</td>
</tr>
<tr>
<td>North Carolina State University (NCSU)</td>
<td>Sarah Williams&lt;br&gt;TDM Program Manager&lt;br&gt;<a href="mailto:sawilli6@ncsu.edu">sawilli6@ncsu.edu</a>, (919) 515-1613</td>
</tr>
<tr>
<td>Orange County</td>
<td>Brennan Bouma&lt;br&gt;Sustainability Coordinator&lt;br&gt;<a href="mailto:bouma@orangecountync.gov">bouma@orangecountync.gov</a>, (919) 245-2626</td>
</tr>
<tr>
<td>Research Triangle Park (RTP)</td>
<td>Kimberly Williams&lt;br&gt;Senior Director of Construction and Planning&lt;br&gt;<a href="mailto:williams@rtp.org">williams@rtp.org</a>, (919) 654-1707</td>
</tr>
<tr>
<td>Town of Chapel Hill</td>
<td>Len Cone&lt;br&gt;Go Chapel Hill TDM Outreach Coordinator&lt;br&gt;<a href="mailto:lcone@townofchapelhill.org">lcone@townofchapelhill.org</a>, (919) 969-5065</td>
</tr>
<tr>
<td>University of North Carolina at Chapel Hill (UNC)</td>
<td>Amanda Simmons&lt;br&gt;TDM Coordinator&lt;br&gt;<a href="mailto:ahsimmons@unc.edu">ahsimmons@unc.edu</a>, (919) 843-4414</td>
</tr>
</tbody>
</table>
| Wake County Local Service Provider, GoTriangle | Kim Johnson  
Wake County Outreach Coordinator  
kjohnson@gotriangle.org, (919) 485-7477 |
|---------------------------------------------|-----------------------------------------------------------------------------------|
| Wake Technical Community College | John Majernik  
Director of Energy, Sustainability and Transportation  
jlmajernik@waketech.edu, (919) 866-5697 |
EXHIBIT A

RIDESHARE MATCHING, COMMUTE CALENDAR & INCENTIVE SOFTWARE
CONTRACT #19-019
Contract Number 19-019

between

RIDESHARK CORPORATION

and

GoTriangle

for

RIDESHARE MATCHING, COMMUTE CALENDAR & INCENTIVE SOFTWARE
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This agreement (herein referred to as "Contract") is made and entered into this the 1st day of July 2019, by and between the Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle (hereafter referred to as "GoTriangle"), a regional public transportation authority, located at 4600 Emperor Blvd., Suite 100, Durham, North Carolina 27703, and RideShark Corporation, a Canadian corporation (hereafter referred to as "Vendor") located at 2031 Merivale Road Ottawa, Ontario, Canada K2G 1G7. GoTriangle and Vendor may be individually referred to as "Party" and jointly referred to herein as "Parties".

In consideration of the covenants and agreements hereinafter provided for, GoTriangle and Vendor mutually agree as follows:

1) ARTICLE 1 - DEFINITIONS

For the purposes of the Contract, the following terms, when written with an initial capital letter, shall have the meanings set forth below:

1.1 Acceptance - GoTriangle's determination that (1) Vendor has satisfactorily completed Services, as set forth in Exhibit A, (2) Vendor has provided GoTriangle all Deliverables and all other items required by the Contract, and (3) the Project is complete.

1.2 Contract Costs - Cost for satisfactory performance of the Services, set forth in Exhibit B of the Contract as may be adjusted by Change Order(s).

1.3 Contract Term - The time period established in Article 3 hereof for completion of Services.

1.4 Change Order - A written order signed by GoTriangle and issued to Vendor authorizing a change in Services and adjustments to Contract Costs and/or Contract Term.

1.5 Contract - Contract means Articles 1 through 32 of this document and its Exhibits A through E.

1.6 Costs - Unit Price per Task as set forth in Exhibit B.

1.7 Deliverables - All items and modifications thereto including, but not limited to, all finished or unfinished documents, data, surveys, studies, drawings, maps, models, photographs, plans, schedules, cost estimates, computer generated documents, documentation and all other deliverables and other items in whatever form (and including all copies) developed or prepared, or any software developed as part of the Services for the Project, by Vendor in performance of the Services.

1.8 Project - The object of the Services.

1.9 Services - All things required by GoTriangle of Vendor for the successful completion of the Project, as described in Exhibit A. All Services are to be provided in accordance with the Contract.

2) ARTICLE 2 - PERFORMANCE OF SERVICES

2.1 Vendor agrees to perform all Services with due diligence and in good and workmanlike manner and in accordance with the Contract.

2.2 Vendor shall furnish all personnel, equipment, materials, and all other items necessary for the execution of Services in accordance with the Contract.
2.3 Under no circumstances shall Vendor be the agent of GoTriangle, unless GoTriangle expressly designates Vendor in writing as its agent. In the event of such designation, Vendor’s authority as an agent shall be limited to the extent of the authority set forth in such designation.

3) **ARTICLE 3 - CONTRACT TERM**

3.1 Vendor shall commence the Services on the date first set forth above and agrees that completion of the Services and Acceptance by GoTriangle shall occur on or before August 31, 2019. Time is of the essence in performing the Services.

3.2 Period of performance begins July 1, 2019 and ends June 30, 2024.

3.3 The term "day", as used in the Contract shall mean calendar day unless otherwise specifically designated.

3.4 Within ten (10) days of the effective date hereof, Vendor shall submit for GoTriangle’s approval a detailed critical path schedule with a list of Deliverables for the performance of the Services. The schedule, when approved by GoTriangle, shall be subject to adjustment only by Change Order(s).

4) **ARTICLE 4 - GOTRIANGLE’S GENERAL RIGHTS AND OBLIGATIONS**

In addition to other rights and obligations under the Contract, GOTRIANGLE shall have the following rights and obligations:

4.1 GoTriangle shall have the right to approve, or to withdraw approval, of Vendor’s and its Vendors’ personnel assigned to the Services.

4.2 GoTriangle shall have the right to take possession of and use for any purpose any partially completed Deliverables or other items produced as a result of the Services.

4.3 No action or failure to act by GoTriangle shall constitute a waiver of any right or benefit afforded GoTriangle under the Contract or at law, or relieve Vendor of any of its obligations to perform the Services in accordance with the requirements thereof.

5) **ARTICLE 5 - VENDOR’S GENERAL OBLIGATIONS**

In addition to other obligations under the Contract, Vendor shall comply with the following obligations in performing the Services:

5.1 Vendor shall provide only fully competent, experienced, and properly qualified persons.

5.2 Photographs, advertisements, or publicity in any form regarding any part, aspect, or representation of the Services, Project or GoTriangle shall not be permitted without the express prior written approval of GoTriangle. Vendor shall cause other companies/persons performing Services to comply with this requirement.

5.3 While on GoTriangle’s premises, Vendor shall be subject to GoTriangle’s rules, including but not limited to those rules regarding security, safety, and smoking on GoTriangle’s premises.

5.4 Vendor’s project manager shall represent Vendor on all matters related to the Contract. All directions given to Vendor’s project manager by GoTriangle shall be as binding as if given to Vendor.
6) **ARTICLE 6 - CHANGES**

6.1 GoTriangle shall have the right, without additional consent from Vendor and without invalidating the Contract, to add, delete or change the Services.

6.2 **Change Orders**

6.2.1 GoTriangle shall issue a Change Order to make additions, deletions or changes to Services.

6.2.2 To initiate a Change Order, GoTriangle shall send Vendor a request for change. Upon receipt, Vendor shall prepare an estimate of the effects of the change on the Contract Costs and/or Contract Term. Upon agreement between Vendor and GoTriangle on the effects of the change, GoTriangle will issue a Change Order specifying any change to Contract Costs or Contract Term.

6.3 The Contract Costs, and/or Contract Term shall be subject to adjustment only by Change Order(s).

7) **ARTICLE 7 - INVOICING AND PAYMENT**

7.1 GoTriangle will pay Vendor, as full and complete compensation for accomplishing the Services and assuming all duties, responsibilities, and obligations under the Contract, Costs in accordance with the completion of tasks in Exhibit B of this Contract.

7.2 Provided GoTriangle has not rejected any Service pursuant to Article 10 or taken action pursuant to Articles 12 or 13, GoTriangle will pay Vendor, as full and complete compensation for accomplishing the Services and assuming all duties, responsibilities, and obligations under the Contract, the Costs in accordance with the completion of Tasks as scheduled and set forth in Exhibit B of this Contract. Within thirty (30) days of completion of each “Activity” as set forth in Exhibit B, Vendor shall submit a correct and audit worthy invoice to GoTriangle listing the Activity(ies) and Service(s) performed. Each invoice shall include a title identifying the Activity or Service performed, a listing of tasks satisfactorily completed that are being submitted for payment and any other information that GoTriangle reasonably requires.

7.3 Payment terms are thirty (30) days following receipt of a complete and audit worthy invoice.

7.4 Vendor shall maintain books and records supporting all amounts invoiced to GoTriangle including, but not limited to, any reimbursable expenses incurred during the performance of Services. Vendor shall preserve such books and records for the duration of this Contract and for three (3) years thereafter, during which time GoTriangle and it representatives shall have access to such books and records and shall have the right to make any copies thereof for the purpose of auditing or verifying invoices or for any other reasonable business purpose.

7.5 Each invoice shall be in a form satisfactory to GoTriangle and shall reference this **Contract Number 19-019**. Invoices shall be submitted to GoTriangle’s Representative at the following address:

**Original Invoice to:**

GoTriangle  
P.O. Box 13787  
Research Triangle Park, North Carolina 27709  
Attn: Accounts Payable

7.6 Vendor warrants and represents that all books and records specified above shall be complete and accurate and that GoTriangle may rely on such records and books for any purposes. If Vendor becomes aware that such records are inaccurate or incomplete, Vendor will promptly notify GoTriangle in writing.
7.7 GoTriangle may withhold all or part of any amounts due Vendor to protect GoTriangle from a loss, including but not limited to, losses caused by the following:

7.7.1 Failure of Vendor to make proper payments to its subcontractors or suppliers.

7.7.2 Failure of Vendor to complete the Services in accordance with the Contract and to the satisfaction of GoTriangle.

7.7.3 Vendor's breach of warranties.

7.7.4 Vendor's failure to indemnify GoTriangle under Article 15.

8) ARTICLE 8 - SUBCONTRACTS AND VENDORS

8.1 Vendor shall perform all Services with its own personnel except for subcontracts for Vendors which have been approved in advance in writing by GoTriangle. Regardless of any approval by GoTriangle, no subcontract entered into by Vendor with any Vendor shall relieve Vendor of any of its liabilities or obligations under Contract and Vendor shall be fully responsible for the acts and omissions of its Vendors and of persons either directly or indirectly employed by them in the performance of the Services. Vendor shall subcontract Services only in accordance with this Article and all such subcontracts shall be assigned to GoTriangle upon GoTriangle request.

8.2 Each subcontract awarded by Vendor related to the performance of the Services shall include, but not be limited to, the following provisions:

8.2.1 Each Vendor contractually shall agree to assume and be bound by all the obligations, prohibitions, duties, and responsibilities which Vendor owes GoTriangle under the Contract for the portions of the Services to be performed by the Vendor.

8.2.2 Each Vendor contractually shall agree to accept the assignment to GoTriangle, at GoTriangle's option, of any and all rights of Vendor in and to the subcontract without prior consent of the Vendor to such assignment.

8.3 GoTriangle shall, at its option, review and approve all subcontracts and subcontract documents, including all provisions, terms, and conditions contained therein, prior to Vendor entering into a subcontract with any Vendor for the Project.

9) ARTICLE 9 – PROPERTY OF GOTRIANGLE

Vendor agrees that all finished or unfinished Deliverables shall be GoTriangle's sole property. Upon completion of the Services, Vendor shall deliver all such Deliverables to GoTriangle and shall certify that all such Deliverables have been so delivered. Deliverables shall be submitted in hard copy formats and in GoTriangle compatible electronic formats.

10) ARTICLE 10 - DEFICIENT SERVICES

10.1 GoTriangle may reject any Services which do not meet the requirements of the Contract.

10.2 If GoTriangle determines that any Services do not meet the requirements of the Contract (hereinafter "Deficient Services"), Vendor shall promptly correct such Deficient Services upon request of GoTriangle.

10.3 Correction of deficient Services by Vendor shall be at Vendor's sole cost and expense.
10.4 This Article does not affect or constitute a limitation on liability or an exclusive remedy with respect to deficient Services.

11) ARTICLE 11 - PROPRIETARY INFORMATION, DISCOVERIES, ASSIGNMENT OF RIGHTS

11.1 Vendor understands and agrees that in the course of performing this Contract it may have access to confidential and proprietary business and technical information of GoTriangle including, but not limited to, data, reports, documents, drawings, and specifications relating to GoTriangle's business ("Proprietary Information"). Vendor agrees to keep all such Proprietary Information confidential and further agrees not to use or disclose to any third party any such Proprietary Information, except as required for Vendor to perform Services.

11.2 All Deliverables or other information developed by Vendor for GoTriangle pursuant to this Contract shall be the sole property of GoTriangle and shall not be used or disclosed to any third person by Vendor, except as required to perform this Contract. Vendor shall disclose to GoTriangle, promptly and fully, without limitation, any and all useful ideas, concepts, methods, procedures, processes, improvements, inventions, and discoveries ("Discoveries") of any nature made, conceived, or first reduced to practice or use by Vendor as a result of its performance of this Contract.

11.3 Vendor shall assign to GoTriangle all of its rights, title, and interest in any and all Discoveries and other copyrightable works including, but not limited to, drawings and specifications, developed by Vendor in the course of the performance of this Contract. Vendor shall execute any and all documents and assist GoTriangle in every reasonable way to acquire and maintain GoTriangle's rights to any such Discoveries and copyrightable works, including assistance in obtaining patents, copyrights, or any other proprietary rights in such Discoveries or copyrightable works.

11.4 Vendor agrees to enter into written agreements, acceptable to Gotriangle, with any person provided by Vendor to perform this Contract in which they agree to be bound by the same obligations as Vendor is bound to under this Article prior to commencing their services under this Contract.

11.5 Vendor shall defend indemnify and hold harmless GoTriangle against suits, claims, losses, liabilities, expenses (including reasonable attorneys' fees) or damages for alleged or actual infringement, misappropriation, or unauthorized use of any patent right, copyright, trade secrets, or any other proprietary rights arising out of Vendor's use of software, hardware, apparatus, articles, processes, compositions, documents, data, products, or information in connection with the Services.

11.6 Upon the termination of this Contract, Vendor will furnish or return to GoTriangle all materials referred to in this Article.

12) ARTICLE 12 - SUSPENSION

12.1 GoTriangle shall have the right to suspend all or part of the Services by giving two (2) days prior written notice to Vendor. Vendor shall obtain GoTriangle's approval prior to reassigning any key Project team members and shall immediately confer with GoTriangle concerning all matters related to said suspension.

12.2 Reimbursement to Vendor for any additional Costs arising as a result of any suspension shall be limited to items approved in advance and in writing by GoTriangle for the period of suspension. Said Costs shall be subject to audit by GoTriangle pursuant to Paragraph 7.4 of the Contract.

12.3 Vendor will promptly resume Services upon receipt of GoTriangle's notice to resume Services. If appropriate, a Change Order will be issued.
13) ARTICLE 13 – TERMINATION

13.1 GoTriangle may terminate the Contract as follows:

13.1.1 GoTriangle may terminate the Contract for the convenience of GoTriangle by giving Vendor ten (10) calendar days prior written notice of such termination.

13.1.2 GoTriangle may terminate the Contract for cause upon immediate written notification to Vendor. Upon receiving a notice of termination, Vendor shall cease performing any remaining obligations arising under the Contract, subject to direction received from GoTriangle.

13.1.3 GoTriangle may terminate the Contract immediately, by written notice to Vendor, by reason of bankruptcy or insolvency of Vendor, or the filing of any bankruptcy, insolvency, receivership, or similar action or proceeding by or against Vendor, or any assignment by Vendor for the benefit of its creditors, or any other acts or omission by Vendor reflecting or manifesting bankruptcy or financial insolvency.

13.2 Upon receipt of a written notice of termination for any of the above conditions Vendor shall (i) immediately discontinue all Services affected (unless the notice directs otherwise), and (ii) deliver to the GoTriangle Contracting Officer all software, data, drawings, specifications, reports, estimates, and summaries, and other such information and materials as may have been accumulated by Vendor in performing the Services under this Contract, whether completed or in process.

13.3 Notwithstanding any other provisions to the contrary, including without limitation the provisions of the Contract relating to compensation, this paragraph shall control with respect to payments upon termination, in lieu of any other provisions set forth. Upon termination of the Contract for convenience, GoTriangle shall pay for Services performed according to those amounts listed in the provisions of the Contract relating to compensation, based upon the Services performed by Vendor and Activities completed through the date of termination. Provided however, in the event of a breach by Vendor under the Contract, and without limiting GoTriangle’s rights and remedies in any way, the amount payable pursuant to this Article shall be reduced by any damages, costs and expenses (including any sums paid to Vendor for work not completed under the Contract), if any, incurred by GoTriangle as a result of or arising out of Vendor’s acts or omissions.

14) ARTICLE 14 - PERFORMANCE STANDARDS

14.1 Vendor represents that its employees and Vendors performing the Services including, but not limited to, the project manager and the key personnel named herein, shall be fully competent, experienced and properly qualified to perform the Services and that the Services shall be performed consistent with the level of performance of other fully competent, experienced and qualified consulting firms performing services on projects of similar sophistication.

14.2 Vendor further represents that, effective upon the date of Acceptance, its performance meets the requirements of the Contract.

15) ARTICLE 15 - INDEMNIFICATION AND HOLD HARMLESS

15.1 Vendor hereby assumes the risk of and covenants to indemnify GoTriangle, its directors, officers, employees, affiliates, and agents (hereinafter referred to as “Indemnitees”) against, and hold them harmless from all losses, damages, liabilities, costs, and expenses, including without limitation, reasonable attorneys’ fees, arising out of injury to or death of any person, damage to any property, or any economic loss resulting from the negligence or wrongful act or any error or omission by Vendor, its subcontractors, its agents or persons performing Services, or breach by Vendor, its subcontractors, its agents or persons performing Services, of any provision of the Contract, in the performance of the Services thereunder.

15.2 In addition to the indemnity provisions set forth elsewhere in this Contract and not in limitation thereof, Vendor agrees to indemnify and hold the Indemnitees harmless from any and all claims,
losses, judgments, and causes of action by Vendor's employees or their representatives for personal injury or death arising out of, during, or from performance of the Services caused by any act or omission of Vendor. This provision is entered into pursuant to North Carolina General Statute 97-10.2(e).

15.3 In performing its duties under this requirement, Vendor shall, at its sole expense, defend Go Triangle with legal counsel reasonably acceptable to GoTriangle. GoTriangle shall nevertheless have the right at its expense to participate in the defense of such charges. Notwithstanding the foregoing, however, under no circumstances shall Vendor compromise or settle any such charges without the prior written consent and approval of GoTriangle, after full disclosure by Vendor.

16) ARTICLE 16 – INSURANCE
Vendor shall carry insurance as specified in Exhibit C.

17) ARTICLE 17 – CONFLICT OF INTEREST
GoTriangle has adopted a Code of Ethics that establishes standards of conduct for GoTriangle officials and employees. No director, officer or employee of GoTriangle shall have, during their tenure or for one (1) year thereafter, any interest, direct or indirect, in Vendor, its subcontractors, this Contract or the proceeds thereof. Vendor shall not, directly or indirectly, offer to the aforementioned individuals, nor shall such individuals accept from Vendor, gifts, gratuities, favors, or anything of monetary value.

18) ARTICLE 18 – PERMITS
Vendor will obtain and pay for all permits, licenses and government fees necessary for the performance of the Services to be provided under the terms and conditions of this Contract unless otherwise instructed in writing by GoTriangle. Vendor will obtain all required inspections, authorizations and approvals required for the performance of Services.

19) ARTICLE 19 – CHOICE OF LAW / FORUM
This Contract shall be deemed made in and shall be construed in accordance with the laws of the State of North Carolina. All litigation arising out of the Contract shall be commenced in courts sitting in Durham County, North Carolina. If an action is instituted in federal court, such action shall be brought in the United States District Court of the Middle District of North Carolina.

20) ARTICLE 20 – INDEPENDENT CONTRACTOR

20.1 The Parties acknowledge that Vendor is an independent contractor to GoTriangle. This Contract is not to be construed as creating or constituting a joint venture, partnership, or agent/principal relationship between GoTriangle and Vendor. Vendor represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Contract. Such personnel shall not be employees of, shall not be considered servants or agents or, nor have any contractual relationship with GoTriangle. Vendor, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of GoTriangle by reason of this Contract. Vendor shall be responsible for all withholding and employer taxes with respect to such personnel to the complete exclusion of GoTriangle.

20.2 Vendor agrees to pay, and hereby accepts full and exclusive liability for the payment of, any and all contributions and taxes for Unemployment Compensation or Disability Insurance or Old Age Pension or Annuities now or hereafter imposed by any federal or state governmental authority which are imposed with respect to or measured by wages, salaries, or other compensation paid by
Vendor to persons employed by Vendor; and Vendor further agrees to indemnify and save GoTriangle harmless against any and all such liability or claims therefore.

21) ARTICLE 21 – ACCURACY OF FINANCIAL STATEMENTS

Vendor agrees that all financial reports, settlements and billings to GoTriangle will properly reflect the facts about all activities and transactions handled for the account of GoTriangle, which data may be relied upon as being complete and accurate in any further recording and reporting made by GoTriangle for whatever purpose.

22) ARTICLE 22 – COVENANT AGAINST CONTINGENT FEES

Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Vendor for the purpose of securing business. In the event of a breach or violation of this warranty, GoTriangle shall have the right to annul this Contract without liability or, in its discretion, to deduct from the compensation set forth in this Contract, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

23) ARTICLE 23 – DELEGATION AND ASSIGNMENT

Vendor may not delegate the performance of any obligation to a third party unless mutually agreed in writing by Vendor and the third party. This Contract and the obligations hereunder cannot be assigned, subcontracted, or delegated by Vendor without the written consent of GoTriangle.

24) ARTICLE 24 - NONWAIVER

No failure or waiver or successive failures or waivers on the part of either Party, its successors or permitted assigns, in the enforcement of any condition, covenants, or article of this Contract shall operate as a discharge of any such condition, covenant or article nor render the same invalid, nor impair the right of either Party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other Party hereto, its successors or permitted assigns.

25) ARTICLE 25 - MERGER

This Contract constitutes the entire agreement of the Parties, all prior discussions, representations and agreements being merged herein. The Contract may not be amended, nor any provision thereof waived, except by a written amendment executed by duly authorized representatives of the respective Parties. The captions in this Contract are for convenience only and shall not affect the substantive meaning of any provision herein.

26) ARTICLE 26 – REGULATORY COMPLIANCE

The work to be performed as the Services under this Contract may be financed, in part, by grants provided under programs of the Federal Transit Act, as amended, and as such is subject to the Terms and Conditions set forth in the grant agreements. Vendor understands that federal laws, regulations, policies, and related administrative practices applicable to the Contract may be modified from time to time. Vendor acknowledges that the most recent of such federal requirements will govern the Contract at any particular time, unless the Federal Government determines otherwise. Likewise, new federal laws, regulations, policies and administrative practices may be established after the Contract is executed and may apply to the Contract. The laws and regulations detailed in Exhibit D (Compliance with Laws) to this Contract include, but are not limited to, those that will be applicable to the Contract. To the extent applicable, Vendor shall comply with the federal, state, local, and GoTriangle imposed requirements contained in Exhibit D (Compliance with Laws), which requirements are attached hereto and incorporated herein by reference.
27) ARTICLE 27 - NOTICES

27.1 All official notices and communications under this Contract shall be in writing and shall be deemed to have been duly given (i) on the date of delivery, if delivered personally to the Party to whom notice is given, or (ii) at the date of actual receipt if mailed by United States mail, postage prepaid, return receipt requested. Notices and other communications shall be directed to the Parties at the addresses listed below:

If to Vendor:
RideShark Corporation
Attn: Sharon Lewinson, President
2031 Merivale Road
Ottawa, Ontario K2G 1G7
Canada

If to: GoTriangle
Attn: Shelly Blake Curran, Interim President and CEO
P.O. Box 13787 (mail)
Research Triangle Park, NC 27709
4600 Emperor Blvd, Suite 100 (delivery)
Durham, NC 27703

With copy to:
GoTriangle
Attn: Thomas Henry, Interim General Counsel
and
Paul Straw, STS Supervisor
P.O. Box 13787 (mail)
Research Triangle Park, NC 27709
4600 Emperor Blvd, Suite 100 (delivery)
Durham, NC 27703

27.2 Telephonic and electronic mail communications and facsimile to GoTriangle may be used to expedite communications, but neither shall be considered official communications under this Contract unless and until confirmed in writing in accordance with the requirements set forth in this Article 27.

28) ARTICLE 28 – NO THIRD PARTY RIGHTS

Except as expressly set forth herein, the representations, warranties, terms and provisions of this Contract are for the exclusive benefit of the Parties hereto and no other person or entity shall have any right or claim against either party by reason of any of these terms and provisions or be entitled to enforce any of these terms and provisions against either Party.

29) ARTICLE 29 - SEVERABILITY

If any part, term or provision of this Contract is judicially determined to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular part, term or provision held to be invalid or illegal.

30) ARTICLE 30 - SURVIVORSHIP

Any and all provisions, promises and warranties contained herein which by their nature or effect are required or intended to be observed, kept or performed after termination of this Contract will survive the termination of this Contract and remain binding upon and for the benefit of the Parties hereto.
31) **ARTICLE 31 - EXHIBITS AND ATTACHMENTS**

Any attachment or exhibit to this Contract will be incorporated into and made a part of this Contract. In the event of a conflict between the provisions contained in the body of this Contract and any attachment or exhibit, the terms in the body of this Contract will control.

32) **ARTICLE 32 - SEPARATE COUNTERPARTS**

This Contract may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one of the same instrument.

**IN WITNESS WHEREOF**, the Parties have caused their duly authorized representatives to execute and deliver the Contract in two (2) equal counterparts as of the date first written above.

**GoTriangle**

**Rideshark Corporation**

By: ____________

Shelly Blake Curran
Interim President and CEO

By: ____________

Sharon Lewinson
President

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Reviewed and approved as to legal form.

Saundra Freeman, Chief Financial Officer

Thomas Henry, Interim General Counsel

Contract No 19-019
GoTriangle /Rideshark Corporation

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EXHIBIT A
PROJECT DESCRIPTION / SCOPE OF SERVICES

Vendor shall furnish all personnel, equipment, materials, and all other items necessary for its provision of Services for the Share The Ride NC program outlined in RFP 19-019.

1 SCOPE OF WORK

1.1 Objectives

RideShark shall be required to meet the following general requirements:

1. Vendor must provide descriptions of existing software, capabilities, add-ons and/or integration options.
2. Data migration shall be provided by Vendor. GoTriangle will make data available in MS Excel or CSV format.
3. Vendor should include a calendar of events detailing data migration, Deliverables, debugging/testing, training and launch of each service or feature.
4. Security features should be in place to protect users’ privacy online while still allowing users to contact each other to make ridesharing arrangements.
5. Integrity of registrants’ data must be maintained during migration to the new Vendor’s software.
6. Administrative logins that allow for multiple administrators to simultaneously access the system.
7. Have varying levels of administrative permissions (Global, TMA region, Hotspot Territory, Employer / University Contact).
8. Data ownership: GoTriangle retains sole ownership of all data should the Contract be cancelled or subscription lapse. Data should be exportable to Microsoft Excel or as a CSV file at no additional cost.
9. Administrators can add comments to commuter records, block and delete users, create profiles and create user names and logins.
10. The database must work on multiple browsers (e.g. Chrome, Internet Explorer, etc.) and several generations of each.
11. Deploy mobile applications, available on multiple mobile platforms (Android and iOS) to deliver services and information when and where users need it with opt-in, push technology. Mobile applications will provide users with access to all features, tools and services detailed in the Scope of Services, with the exception of administrator access to the administration portal.
   a. Mobile applications will utilize Single Sign-On systems.
   b. Enhancements or changes to the RideShark or ShareTheRideNC system will be designed to accommodate mobile platforms.
12. Branding: GoTriangle and system subsite/network administrators have access to customizable main page branding, customized URL and customizable content.

1.2 Registration

1. A registration form that collects all pertinent information related to rideshare matching (addresses, contact information, rider and driver designations, schedule, etc.).
2. Privacy controls should be in place to determine how personal information is shared.
3. Users should be able to opt out of rideshare matching services (i.e. bus riders who need to register for the Emergency Ride Home Program).
5. Automatic territory or employer association via URL, email address, destination address or a keyword search for territory or employer name.
6. Shorter registration options should be available for registrants looking only for Emergency Ride
Home (ERH) programming.
7. Administrator should be able to block user’s access to ERH while allowing access to other modules like ridesharing.
8. Administrator should be able to block user’s access to incentive program while allowing access to other modules like ridesharing.

1.3 Reporting/Data Management
1. Software requirements. All data fields can be exported through CSV or Microsoft Excel and should not require a software tool from a third party vendor.
2. Data upload should be included in pricing.
3. Generate reports on trips, miles, VMT reductions, cost savings, air pollution emissions reduction, or other user commute data information, with ability to filter reports by user, employer, mode, and all administrator levels.
4. Track contact made through the software between users.
5. Track matches and the use of travel options (ensuring privacy and confidentiality)
6. Track mode shift behavior, including shifts away from drive alone behavior and shifts between alternative modes.
7. Report and track vanpool activity for NTD reporting purposes.

1.4 Rideshare Matching System

1.4.1 Rideshare Matching
a. Match users along their route to their destination. The user should be able to edit this route on a map.
b. The user should have the ability to receive automatic notifications when they get a new match.
c. The user should have the option of matching to any single mode or multiple modes, such as carpool, vanpool, transit or bike.
d. More than one commute can be saved for non-traditional schedules, like students or employees with staggered work hours.
e. Ability to filter users based on personal preferences: match to employer, smoking preferences, and gender.
f. One-time / Single trip / Real-time matching. Users should be able to enter in details for special trips or events and use the program to see if other users are seeking commute partners. This should include destinations with no limitations or bounding box restrictions to accommodate university students or other user trips across or out of state.
   a. Mobile app clients should have the option to populate origin address using phone GPS.
g. Cluster Matching (Administrators): Ability for STRNC System Administrators to restrict matching to specific clusters of users. This includes subsites, subgroups or networks defined by STRNC System Administrators. Cluster matching should include a closed network of universities to allow for student-to-student matching between the defined universities.
h. Cluster Matching (User): Ability for STRNC Users to restrict or filter matching to specific clusters of users, as defined by STRNC System Administrators.
i. Single Sign-On (SSO) capability. Ability to restrict access to specific employers or universities based on SSO access.

j. Hidden employer/university. Ability to remove visibility of an employer or university from public display or dropdown list, which prevents non-authorized users from joining the employer or university.

k. Event Matching: Ability for users to post or search for ridematching opportunities to events. This would allow for users to find commute partnerships to sporting events, music events, work related events and any customized situation where commuters would benefit by a shared commute.

1.4.2 Points of Interest
a. Park-and-Ride lots or Points of Interest. Park-and-Ride lots or Points of Interest should show on a map and allow a user to quickly decide which location best aids with their commute. This should allow for the addition of new Park-and-Ride lots or Points of Interest and changes to existing system.

b. (Optional) Points of Interest and Park and Ride lots indicate transit route service.

1.4.3 Commute Matching- non-rideshare
a. Bike matching. For those not looking for a carpool partner, the system should match people who ride their bikes. Users should not have to be active for carpool matching in order to remain active for bike matches.
   a. Bike routes should be provided along with bike matching.

b. Transit matching. For those not looking for a carpool partner, the system should match people who ride transit. Users should not have to be active for carpool matching in order to remain active for transit matches.
   a. Transit routes and transit options should be provided along with transit matching.

c. More than one commute can be saved for non-traditional schedules, like students or employees with staggered work hours.

d. Ability to filter users based on personal preferences: match to employer, smoking preferences, and gender.

1.4.4 Emergency Ride Home (ERH)

a. Users should be able to use a short-form registration when registering only for Emergency Ride Home.

b. Administrators should be able to hide or remove ERH module from specific TMA sites or employer/university subsites/networks.

c. Emergency Ride Home use and registration is limited to users employed by registered work sites.

d. Participants must enter their employer and sustainable commute mode (bike, bus, carpool, vanpool, walk, etc.) before registering.

e. Before guiding a user through ERH services, users must be logged in and have a user profile. Users must have a confirmed email address to access ERH services.

f. Currently, only GoTriangle provides ERH services through software, but the system should allow customizable versions of ERH. This includes a voucher based system or a text page that provides instructions to users.

1.4.5 Vanpool Module

a. Administrators can manage member information and vanpool data: manage rosters, type of vehicle, designate drivers and back-up drivers, set departure/arrival times, edit
routes, and adjust contact information.

b. Administrators should be able to hide or remove vanpool module from specific TMA sites or employer/university networks.

c. Ridership reports should provide data to meet National Transit Database (NTD) form specifications. If a new registrant matches to an existing vanpool, they should be able to contact the vanpool driver and/or an admin for follow-up.

d. GoTriangle, CATS and PART use the vanpool management module, and other State TMA Partners may use in future.

e. (Optional) Vanpool drivers are able to manage their rosters and enter ridership numbers through the site.

1.5 Trip Tracking & Incentive and Loyalty Programs with Commuting Calendar

In order to show commuters impact of each trip, GoTriangle provides a trip tracking calendar to commuters. The calendar will allow the registered user to track their commute mode(s) and distance for each day, and information will be provided to the user and STRNC System Administrators on VMT reduction, the environmental impact, including cumulative emissions savings, fuel savings, cost savings and calories burned.

1.5.1 Commute Calendar

1. Simple interface where users can join programs and log details of their commute in a trip diary/calendar format. The interface should capture the commuters’ existing commute habits – driving alone, carpooling, vanpooling, taking transit, biking, walking, compressed work week, or telecommuting. The Calendar/Diary should track measurements of:

   a. Commutes registered
   b. Reduction of Vehicle Miles Traveled (VMT) and Single-Occupancy Vehicles (SOVs)
   c. Financial and emissions savings
   d. Calories burned for bike/walk

2. Reporting should be available to system administrators and subsite/network administrators for:

   a. Commute modes
   b. Dates
   c. TMA Region/Hotspot/Employer/Individual User

3. Trip log should include commute modes, including options to select telecommuting, drive alone, carpool, vanpool, bike, walk/jog, scooter and compressed work week. User should be able to select more than one mode for each one-way trip. (Example: biking to a Park-and-Ride lot to catch the bus.)

4. Have a widget/code/automated function to display system-wide total of financial and emissions savings on other website(s).

5. Automated trip tracked through third party software or through software provider’s mobile technology that auto-populate a user’s commute in the Share the Ride NC Commute Calendar. This includes current RideShark integration with Strava and Under Armour for bike or walk trips.

   a. Automated trip tracking through third party software that tracks transit trips through mobile application or mobile fare technology that auto-populate a user’s commute in the Share the Ride NC Commute Calendar.

1.6 Incentive, Loyalty Programs & Campaigns

To recruit new commuters and retain existing commuters, GoTriangle provides an Incentive Program where users can track their daily commutes, and determine if users are eligible for
a. Support requests will meet the following guidelines:

<table>
<thead>
<tr>
<th>Severity Level</th>
<th># Users Affected</th>
<th>Description</th>
<th>Support Hours</th>
<th>Target Response Time</th>
<th>Target Restore Times</th>
</tr>
</thead>
</table>
| Level 1 - Urgent/Critical | All Users | • System down  
• Users can’t access the system  
• Administrators can’t access Admin Portal | 24 hours/day, 7 days/week | < 2 hours | < 8 hours |
| Level 2 - High | All Users | • High impact on a User’s ability to use system  
• High impact on an Administrators ability to use the Admin Portal | 24 hours/day, 7 days/week | < 4 hours | < 1 day |
| Level 3 - Medium | Many Users | • Medium impact to users on core functionality  
• Medium impact to Administrators on Admin Portal usage  
• Does not affect core ability to use the system | 24 hours/day, 7 days/week | < 8 hours | < 2 days |
| Level 4 - Low | One or Few Users | • Low priority issue affect only one or a few users  
• No system impact  
• Routine request for branding updates  
• Core system functionality for users unaffected | 8am to 5pm Monday to Friday, local time | < 1 day | < 1 week |

b. A response to support request will be provided within less than one business day.

2. Use of sandbox or beta site to test changes prior to migrating to production site. Testing and ‘debugging’ should be included in software development, as well as before and during upgrading applications. Approval of changes will be required from the Global Administrator prior to migrating changes to production site.

3. Upgrades. 24 hours advance notification should be provided before upgrades and installations with preview of changes. Upgrades must include accommodations to continue use on multiple browsers and mobile devices, uninterrupted service with any existing integrated program relationships.

4. Disaster recovery response should match 1.9.1.a table. The database from the previous nightly backup should be made accessible to Global and System administrators upon request.

### 1.10 Hosting, Security and Design

The Scope of Services includes website/application support, maintenance, and data backup. Database hosting server should meet these requirements:


2. Database is hosted and maintained by vendor on secure server.

3. Data is backed up on a daily basis with limited to no downtime.

4. All site content and transactions must be protected from catastrophic events using backup.

5. Development site for updates of site design with migration to live site.

6. Web site security and protection must be maintained using appropriate firewall, intrusion detection and encryption technology for all website, and all administrative and end user password, registration and database information.

7. Integration with google analytics web site traffic analytics.
9. Service Level Agreement that guarantees 99.9% availability of website.
10. Free of advertising not authorized by GoTriangle.
11. Secure, reliable connection to the internet.
12. Website must be available 24/7.
13. Website shall have backup power systems.

1.11 Social Media Module
1. Integrate social media modules including but not limited to Facebook, Twitter, Instagram, Youtube and RSS feeds. This includes:
   a. Account creation through social media API
      i. First name, Last name, email address and password are linked from social media platform to ShareTheRideNC
   b. Account login through social media API

1.12 Administrative Experience
   Ability for staff to be able to effectively manage updates and changes including:
   1. images, graphics and branding;
   2. user registration information;
   3. vanpool participation and routes;
   4. incentives/campaigns/loyalty programs.

1.13 Database Host Specifications
1. Database is hosted and maintained by Vendor on secure server.
2. User-friendly, web interface that is cloud based, and does not require any hosting on GoTriangle servers.

1.14 Project Timeline and Schedule Launch
   Schedule should accommodate a launch date of the new site by July 1, 2019, and a project timeline should include the following:
   1. Submission of networks and configuration
   2. Allowance for revisions
   3. Data transition
   4. Testing
   5. Training
   6. Final Approval
   7. Launch
## EXHIBIT B
### COMPENSATION

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
<th>First Year Amount</th>
<th>Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2019</td>
<td><strong>Base System:</strong> Reporting, Data Management, Tech Support, Training, Upgrades, Web Hosting</td>
<td>$25,800</td>
<td>$25,800</td>
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<tr>
<td></td>
<td>Mobile Application</td>
<td>$11,000</td>
<td>$6,000</td>
</tr>
<tr>
<td></td>
<td><strong>Module 1:</strong> Ridematching, Trip Tracking Calendar, Social Media Integration, One-Time Trip / Event Matching</td>
<td>Included in Base System Cost</td>
<td>Included in Base System Cost</td>
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<tr>
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<td>ERH</td>
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<td>$3,000</td>
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<td></td>
<td>Vanpool Module</td>
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<td>$6,000</td>
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<td></td>
<td>Incentives Program (Year-Round)</td>
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<td>Incentives Program (Campaign Module w/ 4 Challenges Included and option to add campaign at $1,500 per campaign)</td>
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EXHIBIT C
MINIMUM INSURANCE REQUIREMENTS

VENDOR, from the time of commencement of Services until completion of Services, shall provide, pay for and maintain in effect the following types of insurance in at least the following amounts.

1.0 Commercial General Liability Insurance

Occurrence form including premises and operations coverage, products and completed operations coverage, coverage for independent contractors, personal injury coverage and blanket contractual liability.

Limits of Liability

General Aggregate $2,000,000
Products and Completed Ops. Aggregate $2,000,000
Personal & Adv. Injury Aggregate $1,000,000
Each Occurrence Limit $1,000,000

Coverage must include:

1.1 Policy to be endorsed to provide policy limits "per project" and "per location".
1.2 Policy must name GOTRIANGLE as an additional insured as its interests may appear.
1.3 Policy must be endorsed to provide a 60-day notice of cancellation or substantial change to GORTRIANGLE.

2.0 Worker's Compensation

Limits of Liability

Worker's Compensation statutory
Employer's Liability
Each Accident $500,000
Policy Limit - Disease $500,000
Each Employee - Disease $500,000

Coverage must include

2.1 Coverage for all states in which operations are conducted.
2.2 Policy must be endorsed to provide a 60-day notice of cancellation or substantial change to GORTRIANGLE.

3.0 Business Automobile Liability

Limits of Liability

Combined Single Limit (BI & PD) $1,000,000 per accident

Coverage must include:

3.1 Policy must be endorsed to provide a 60-day notice of cancellation or substantial change to GORTRIANGLE.
3.2 Policy must name GORTRIANGLE as an additional insured as its interests may appear.
4.0 Umbrella Insurance

Limits of Liability

Annual aggregate $2,000,000
Per Occurrence Limit $2,000,000

Coverage must include:

4.1 Policy must be endorsed to provide a 60-day notice of cancellation or substantial change to GOTRIANGLE.
4.2 Policy must name GOTRIANGLE as an additional insured, as its interests may appear.

5.0 Waiver of Subrogation:

Vendor shall obtain from its insurers a waiver of subrogation against GOTRIANGLE and its agents and employees for all insurance coverage except Worker's Compensation.

6.0 Vendors and Subcontractors

Vendor shall require all of its Vendors and/or subcontractors to provide the aforementioned coverage that the Vendors and/or subcontractors may consider necessary and any deficiency in the coverage or policy limits of the Vendors and/or subcontractors will be the sole responsibility of Vendor.

7.0 The insurance provisions set out above in no way affect the liability of Vendor as stated elsewhere in this Contract.

8.0 All deductibles and self-insured retention amounts must be acceptable to GOTRIANGLE, in GOTRIANGLE's sole discretion.

9.0 Certificates of Insurance:

Before commencing performance of the Services, Vendor and its Vendors and/or subcontractors must furnish certificates(s) of insurance evidencing:

9.1 Insurance coverage acceptable to GOTRIANGLE.
9.2 Effective expiration dates of policies.
9.3 GOTRIANGLE must be given sixty (60) days written notice of all cancellation, non-renewable, or material changes in policy.
9.4 A waiver of subrogation endorsement has been attached to all policies.
9.5 Any deductible and/or self-insured retention.
9.6 Any exclusions to the policy which are not part of the standard form.
9.7 Certificate of Insurance title block format is as follows:

GoTriangle
P.O. Box 13787
Research Triangle Park, NC 27709

-- END OF EXHIBIT --
rewards based on the sustainable commutes tracked in the Commute Calendar. State TMA Partners hold short-term campaigns with rewards. Creation of incentives should be customizable, allowing for incentives to be eligible to commuters based on specific commute modes and date ranges, like monthly or quarterly incentives offerings. Incentive selection and delivery should be automated.

1.6.1 Incentive Programs
1. Maintain and administer commuter challenge campaigns on regional, local, and employer-only levels. This should be able to occur concurrently with ongoing incentive programming for an entire region with a Hotspot or employer subsite able to offer incentives only to users within their administration level.
2. Administrators should be able to hide or remove incentives module from specific TMA sites or employer/university networks.
3. Partner agencies and employers can offer additional and separate Incentive Programs/Campaigns only available to their network and can run concurrently with regional programming.
4. Incentive Program should have systems in place to prevent abuse, and administrative ability should include blocking program abusers.
5. Program should allow addition of locally purchased incentives that support local small businesses and local tax base.
6. Program should allow addition of local donations.
7. Reporting should be available to admin for:
   a. Program participation
   b. Reward Amounts
   c. Commuter data based on incentive selection
8. Commuter data listed in commute calendar impacts
9. Leader board and real-time information display for commuter challenge campaigns

1.7 Staff Training and Support
1. Provide initial training and guides for Global, State TMA, Hotspot and Subsite administration prior to launch. Training should be included with program with training agenda and time frames.
2. Provide training to Global Administrator on all changes, improvements, additions and innovations prior to launch.
3. Upgrades must include documentation, guides or training prior to production deployment. An email notification to the Global Administrators with timeline of changes to the RideShark platform and/or the ShareTheRideNC system will be provided before the launch of the system changes. A schedule will be provided to allow for beta testing, feedback and training before changes are made to the production system.
4. Responsive and knowledgeable technical support included.

1.8 Testing and Innovation
1. Provide schedule of innovation pipeline via email to Global Administrator for future improvements, new modules or expected upgrades to existing system. Note any features, models or improvements that are not currently live.
2. Describe testing of any changes, improvements or additions to database, software or design.
3. Provide information on communicating changes on all improvements and innovations to administrators prior to launch and the role of administrators in testing.

1.9 Service Recovery, Upgrades & Maintenance
1. Technical Support/Customer Service and Maintenance:
WHEREAS, the Wilmington Urban Area Metropolitan Planning Organization provides transportation planning services for the City of Wilmington, Town of Carolina Beach, Town of Kure Beach, Town of Wrightsville Beach, Town of Belville, Town of Leland, Town of Navassa, New Hanover County, Brunswick County, Pender County, Cape Fear Public Transportation Authority and the North Carolina Board of Transportation; and

WHEREAS, the Wilmington Urban Area Metropolitan Planning Organization’s Cape Fear Transportation 2040 Plan includes a Transportation Demand Management Element and created the position of full-time Transportation Demand Management Coordinator in 2016 of which position oversees the Go Coast program; and

WHEREAS, since the creation of “Go Coast”, the Wilmington Urban Area Metropolitan Planning Organization has been in partnership with the Research Triangle Regional Public Transportation Authority (“GoTriangle”) to use a rideshare matching software “Share The Ride NC” to promote to residents in the region; and

WHEREAS, RideShark Corporation (“RideShark”), and GoTriangle have entered into a Rideshare Matching, Commute Calendar & Incentive Software Contract which shall enable GoTriangle and the Stakeholders to utilize certain software provided by RideShark for ride matching, bicycle/walk/transit buddy, one-time trip matching, Emergency Ride Home, vanpool administration, trip tracking, and loyalty and incentive programming; and

WHEREAS, the Wilmington Urban Area Metropolitan Planning Organization is a Stakeholder of “GoTriangle;” and

WHEREAS, GoTriangle shall hold the Wilmington Urban Area Metropolitan Planning Organization as a stakeholder to the terms and conditions of its contract with RideShark so “Go Coast” may be an authorized user of the software.

NOW THEREFORE, be it resolved that the Board of the Wilmington Urban Area Metropolitan Planning Organization hereby authorizing the Executive Director to enter into an inter-local software usage agreement with go triangle for ride matching, commute calendar and the incentive software contract

ADOPTED at a regular meeting of the Wilmington Urban Area Metropolitan Planning Organization’s Board on February 26, 2020.

________________________________________
David Piepmeyer, Chair

________________________________________
Mike Kozlosky, Secretary
WHEREAS, the Wilmington Urban Area Metropolitan Planning Organization provides transportation planning services for the City of Wilmington, Town of Carolina Beach, Town of Kure Beach, Town of Wrightsville Beach, Town of Belville, Town of Leland, Town of Navassa, New Hanover County, Brunswick County, Pender County, Cape Fear Public Transportation Authority and the North Carolina Board of Transportation; and

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds; and

WHEREAS, the Wilmington Urban Area Metropolitan Planning Organization hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project, prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statues, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.; and

WHEREAS, the Wilmington Urban Area Metropolitan Planning Organization will provide all annual certifications and assurances to the State of North Carolina required for the project; and

WHEREAS, the Wilmington Urban Area Metropolitan Planning Organization was awarded Fiscal Years 16, 17, 18, 19, and 20 Transportation Demand Management grants; and

WHEREAS, in an effort to continue the program, the Wilmington Urban Area Metropolitan Planning Organization must apply annually for these grant funds.
NOW THEREFORE, be it resolved that the Board of the Wilmington Urban Area Metropolitan Planning Organization hereby authorizes the Executive Director to submit grant application(s) for federal and state funding in response to NCDOT’s calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

ADOPTED at a regular meeting of the Wilmington Urban Area Metropolitan Planning Organization’s Board on February 26, 2020.

__________________________________
David Piepmeier, Chair

__________________________________
Mike Kozlosky, Secretary

A motion was made by ______ and seconded by ______ for the adoption of the resolution, and upon being put to a vote was duly adopted.

Seal Subscribed and sworn to me
(date) _______________________

Notary Public *

Printed Name and Address

My commission expires
(date) _______________________

* Notary Public
## FY 2021 UNIFIED PLANNING WORK PROGRAM
for the
WILMINGTON URBAN AREA METROPOLITAN PLANNING ORGANIZATION

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Introduction

In compliance with Federal law and in the spirit of cooperation, the Wilmington Urban Area conducts a “cooperative, comprehensive, and continuing....” transportation planning process. This Planning Work Program (PWP) outlines the tasks and associated funding sources dedicated to the Wilmington Urban Area MPO transportation planning process during fiscal year 2021. Depending on the specific funding source, tasks funded through the PWP are eligible for reimbursement of 80-90% of their cost from the Federal Highway Administration and Federal Transit Administration through the North Carolina Department of Transportation.

The PWP for the Wilmington Urban Area identifies five separate funding sources for Urban Area transportation planning. A brief description of these funding sources follows:

- Statewide Planning and Research Programs (SPR) - These funds are used by NCDOT to conduct work for the Wilmington Urban Area MPO.

- Federal Highway Administration Section 104(f) Funds - These funds are dedicated to the urban area to perform transportation planning. They require a 20% local match.

- Federal Transit Administration Section 5303 Funds - These funds are used for transit planning in the urban area. The Federal Transit Administration provides 80% of these funds, NCDOT 10%, and there is a required 10% local match.

- Surface Transportation Program-Direct Attributable Funds - These funds are dedicated to Transportation Management Areas and these funds can be used to perform transportation planning. They require a 20% local match.

- Transportation Demand Management (TDM) Funds – These funds are used for management and operations for Transportation Demand Management.

The local match requirements will be shared by all members of the Wilmington Urban Area MPO in direct proportion to population as defined in the Wilmington Urban Area MPO Memorandum of Understanding.
Narrative of PWP Section 104(f) Work Tasks to be Performed in FY 21
(Primary work to be performed by lead planning agency staff except where noted.)

Line Item Codes:

II-A1 Traffic Volume Counts- Wilmington MPO staff maintains an ongoing traffic counting program. An annual summary of the urban area traffic counts and accident data will be prepared and uploaded to the WMPO website.

II-A2 Vehicle Miles of Travel- Establish VMT as measure of effectiveness of transportation system. Measure the VMT with the new travel demand model.

II-A3 Street System Changes- No tasks foreseen.

II-A4 Traffic Accidents- Currently MPO staff conducts an ongoing effort to summarize traffic accident data for specific projects. MPO staff also utilizes accident data for specific inquiries.

II-A5 Transit System Data- Update of transit system database as needed.

II-A6 Dwelling Unit, Population, Employment Changes- Will measure land use changes by Transportation Analysis Zone between 2010 Census and travel demand model base year. Staff will provide capacity analysis for proposed developments within the Wilmington Urban Area MPO’s planning area boundary.

II-A7 Air Travel- No tasks foreseen.

II-A8 Vehicle Occupancy Rate Counts- No tasks foreseen.

II-A9 Travel Time Studies- Conduct key travel time studies for travel demand model and development of the Long Range Transportation Plan.

II-A10 Mapping- Keep Geographic Information System files current and produce maps to support the TCC and MPO Board, transportation plans, programs, and projects.

II-A11 Central Area Parking Inventory- No tasks foreseen.

II-A12 Bicycle and Pedestrian Facilities Inventory- Update the Bike Ped potential project database.

II-B1 Collection of Base Year Data- No tasks foreseen.

II-B2 Collection of Network Data- No tasks foreseen.

II-B3 Travel Model Updates- In concert with the North Carolina Department of Transportation, MPO staff will assist in the development of the 2050 travel demand model.

II-B4 Travel Surveys- No tasks foreseen.
II-B5 Forecast of Data to Horizon Year- No tasks foreseen.

II-B6 Community Goals and Objectives- Monitor public input as it pertains to goals and objectives set forth in the adopted Metropolitan Transportation Plan. Implementation of the Performance Measures from the FAST ACT.

II-B7 Forecast of Future Year Travel Patterns- No tasks foreseen.

II-B8 Capacity Deficiency Analysis- Identify areas of deficient capacity through use of travel demand model for further analysis as potential metropolitan transportation improvement projects.

II-B9 Highway Element of Metropolitan Transportation Plan (MTP)- Identification of highway deficiencies, priorities, and proposed highway improvement solutions and strategies. Provide documentation of process and recommendations in the MTP. Implementation of the Performance Measures from the FAST ACT.

II-B10 Transit Element of Metropolitan Transportation Plan- Identify public transportation deficiencies, priorities, and proposed transit improvement solutions for inclusion in the update of the MTP. Provide documentation of process and recommendations in the update of the MTP. Implementation of the Performance Measures from the FAST ACT.

II-B11 Bicycle and Pedestrian Element of the Metropolitan Transportation Plan- Identify bicycle deficiencies, priorities, and proposed bicycle and pedestrian improvement solutions and strategies. Provide documentation of the process and recommendations in the update of the MTP. Implementation of the Performance Measures from the FAST ACT.

II-B12 Airport/Air Travel Element of the Metropolitan Transportation Plan - Identify airport and air service deficiencies, priorities, and proposed airport and air service improvement solutions and strategies. Provide documentation of process and recommendations in the update of the MTP.

II-B13 Collector Street Element of Metropolitan Transportation Plan- Develop regionally acceptable collector street policies and program recommendations for inclusion in the update of the MTP. Implementation of the Performance Measures from the FAST ACT.

II-B14 Rail, Waterway and Other Elements of Metropolitan Transportation Plan - Identify rail and waterway deficiencies, priorities, and proposed rail and waterway improvement solutions and strategies. Provide documentation of process and recommendations in the update of the MTP.

II-B15 Freight Movement/Mobility Planning- Identification of freight movement deficiencies, priorities, and proposed improvement solutions and strategies. Provide documentation of process and recommendations in the update of the MTP. Implementation of the Performance Measures from the FAST ACT.
II-B16 Financial Planning- Develop realistic, best estimates of funding sources available and project cost estimates throughout the forecast years for the MTP. Ensure fiscal constraint in the update of the MTP. Implementation of the Performance Measures from the FAST ACT.

II-B17 Congestion Management Strategies- Develop strategies to address and manage congestion by increasing transportation system supply, reducing demand by application of alternative mode solutions, and transportation system management strategies. Evaluate strategies developed for the Congestion Management Process. Document process and solutions in the update of the MTP and CMP reports. Implementation of the Performance Measures from the FAST ACT.

II-B-18 Air Quality Planning/ Conformity Analysis- No tasks foreseen.

III-A Planning Work Program- Evaluation of FY 2021 PWP and development of FY 2022 PWP.

III-B Transportation Improvement Program- Review and amend the 2020-2029 Transportation Improvement Program on an as needed basis. Assist in the development of the 2023-2032 Transportation Improvement Program.

III-C1 Title VI Compliance- Work to insure compliance with the requirements of Title VI in urban area policies and practices.

III-C2 Environmental Justice- Analysis and outreach to insure that transportation plans and projects comply with Environmental Justice policies.

III-C3 MBE Planning- Activities to encourage participation of minority-owned business enterprises in contractual and supply opportunities.

III-C4 Planning for the Elderly and Disabled- Ensure the special needs of the elderly and disabled are addressed in all transportation planning projects.

II-C5 Safety/Drug Control Planning- No tasks foreseen.

III-C6 Public Involvement- Extensive Public Participation effort will be carried out to solicit input and gauge public input for planning studies the within the Wilmington Urban Area MPO’s planning area boundary.

III-C7 Private Sector Participation- Activities to encourage private sector participation in planning and project activities.

III-D1 Transportation Enhancement Planning- No tasks foreseen.

II-D2 Environmental and Pre-TIP Planning- Conduct environmental analysis and planning for the development of transportation projects in the Wilmington Urban Area.

III-D3 Special Studies- Consultant will be contracted to assist in the completion of the Metropolitan Transportation Plan. Upcoming special studies will include the purchase of Streetlight data, a future street plan in Pender County, and a MPO strategic update.
III-D4 Statewide and Regional Planning- Coordination of urban area activities with statewide and regional initiatives.

III-E Management and Operations- Required ongoing administrative and operational tasks to support MPO committees and reporting requirements.
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<td>FTA Code</td>
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<tr>
<td>Title</td>
<td>Transit System Data</td>
</tr>
<tr>
<td>Task Objective</td>
<td>Collect and analyze data for route planning and submission to NTD</td>
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<td>Tangible Product Expected</td>
<td>Accurate data from multiple data collection devices onboard Wave Transit vehicles and other sources to ensure compliance with National Transit Database requirements</td>
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<td>Expected Completion Date of Products</td>
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<td>Previous Work</td>
<td>Collection of data and submission to NTD</td>
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<td>Task Code</td>
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<tr>
<td>Title</td>
<td>Community Goals &amp; Objectives</td>
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<tr>
<td>Task Objective</td>
<td>Interpret and communicate with members of the Authority and WMPO TCC and TAC adopted planning documents defining community goals and objectives</td>
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<td>Tangible Product Expected</td>
<td>Service offerings that are compliant with adopted plans that outlined the goals of the community for public transportation in the region</td>
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<td>Expected Completion Date of Products</td>
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<td>Previous Work</td>
<td>Communication of goals and objectives to decision makers and the public</td>
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<td>Relationship</td>
<td>This is a collaborative effort of the Wilmington MPO and the Cape Fear Public Transportation Authority (Wave Transit)</td>
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<td>Title</td>
<td>Transit Element of the LRTP</td>
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<td>Task Objective</td>
<td>Provide input to CAC, TCC and TAC regarding long range transit plans for the region</td>
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<tr>
<td>Tangible Product Expected</td>
<td>Informed decisions regarding long range public transportation plans leading to a realistic planning document for the region</td>
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<tr>
<td>Previous Work</td>
<td>Provided input and educated decision makers regarding the federal and state public transportation program</td>
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<tr>
<td>Relationship</td>
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Anticipated DBE Contracting Opportunities for FY 2021

Name of MPO: Wilmington Urban Area MPO

Person Completing Form: Mike Kozlosky    Telephone Number: 910-342-2781

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<th>Prospectus Task Code</th>
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<th>Type of Contracting Opportunity (Consultant, etc.)</th>
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WILMINGTON URBAN AREA METROPOLITAN PLANNING ORGANIZATION BOARD

RESOLUTION APPROVING THE FY 2021 UNIFIED PLANNING WORK PROGRAM FOR THE WILMINGTON URBAN AREA METROPOLITAN PLANNING ORGANIZATION

WHEREAS, the Wilmington Urban Area Metropolitan Planning Organization provides transportation planning services for the City of Wilmington, Town of Carolina Beach, Town of Kure Beach, Town of Wrightsville Beach, Town of Belville, Town of Leland, Town of Navassa, New Hanover County, Brunswick County, Pender County, Cape Fear Public Transportation Authority and the North Carolina Board of Transportation; and

WHEREAS, a comprehensive and continuing transportation planning program must be carried out cooperatively in order to ensure that funds for transportation projects are effectively allocated to the Wilmington Urban Area; and

WHEREAS, the City of Wilmington has been designated as the recipient of Federal Transit Administration Metropolitan Planning Program (Section 5303) funds and Federal Highway Administration Metropolitan Planning (Section 104(f)) funds; and

WHEREAS, members of the Wilmington Urban Area Metropolitan Planning Organization Board agree that the Planning Work Program will effectively advance transportation planning for State Fiscal Year 2020-2021.

NOW THEREFORE, be it resolved that the Board of the Wilmington Urban Area Metropolitan Planning Organization hereby endorses the FY 2020-2021 Planning Work Program for the Wilmington Urban Area.

ADOPTED at a regular meeting of the Wilmington Urban Area Metropolitan Planning Organization’s Board on February 26, 2020.

********************************************************************
I, David Piepmeyer, Chair of the Board of the Wilmington Urban Area Metropolitan Planning Organization do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the Board, duly held on this the 26th day of February, 2020.

__________________________________________
David Piepmeyer, Chair

********************************************************************

Subscribed and sworn to me this the _____ day of________, 2020.

__________________________________________
Notary Public

My commission expires___________
RESOLUTION CERTIFYING THE WILMINGTON URBAN AREA METROPOLITAN PLANNING ORGANIZATION’S TRANSPORTATION PLANNING PROCESS

WHEREAS, the Wilmington Urban Area Metropolitan Planning Organization provides transportation planning services for the City of Wilmington, Town of Carolina Beach, Town of Kure Beach, Town of Wrightsville Beach, Town of Belville, Town of Leland, Town of Navassa, New Hanover County, Brunswick County, Pender County, Cape Fear Public Transportation Authority and the North Carolina Board of Transportation; and

WHEREAS, the Board has found that the Wilmington Urban Area Metropolitan Planning Organization is conducting transportation planning in a continuous, cooperative, and comprehensive manner in accordance with 23 U.S.C. 134 and 49 U.S.C. 1607; and

WHEREAS, the Board has found the Transportation Planning Process to be in full compliance with Title VI of the Civil Rights Act of 1964 and the Title VI Assurance executed by each State under 23 U.S.C. 324 and 29 U.S.C. 794; and

WHEREAS, the Board has considered how the Transportation Planning Process will affect the involvement of Disadvantaged Business Enterprises in the FHWA and the FTA funded planning projects (Section 1003(b) of ISTE A of 1991 (Pub. L. 102-240), Sec. 105(f), Pub. L. 97-424, 96 Stat. 2100, 49 CFR part 23); and

WHEREAS, the Board has considered how the Transportation Planning Process will affect the elderly and the disabled per the provision of the Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the U.S. DOT implementing regulations (49 CFR parts 27, 37, and 38); and

WHEREAS, the Metropolitan Transportation Plan has a planning horizon year of 2040, and meets all the requirements for an adequate Metropolitan Transportation Plan.

NOW THEREFORE, be it resolved that the Board of the Wilmington Urban Area Metropolitan Planning Organization hereby certifies the transportation planning process for the Wilmington Metropolitan Planning Organization on this the 26th day of February, 2020.

__________________________________________
David Piepmeyer, Chair

__________________________________________
Mike Kozlosky, Secretary
RESOLUTION SUPPORTING A CAP ON THE NUMBER OF PARTICIPANTS AND CREATING A DAY OF REGISTRATION FEE FOR THE ANNUAL RIVER TO SEA BIKE RIDE

WHEREAS, the Wilmington Urban Area Metropolitan Planning Organization provides transportation planning services for the City of Wilmington, Town of Carolina Beach, Town of Kure Beach, Town of Wrightsville Beach, Town of Belville, Town of Leland, Town of Navassa, New Hanover County, Brunswick County, Pender County, Cape Fear Public Transportation Authority and the North Carolina Board of Transportation; and

WHEREAS, the River to Sea Bike Ride is a long-standing tradition in the Wilmington area community where bicyclists of all ages and levels of expertise may participate in a group ride along the route of the historic Wilmington Beach Trolley; and

WHEREAS, the safety of participants is the top priority of this event; and

WHEREAS, the Wilmington Police Department, Wrightsville Beach Police Department, New Hanover County Sherriff’s Office, and Cape Fear Cyclists who provide support during this event advise the number of participants should not exceed 450 for the purpose of safety of the bicyclists; and

WHEREAS, the River to Sea Bike Ride continues to grow in popularity each year and may easily exceed well over 450 participants if a cap is not placed on the event; and

WHEREAS, in attempt to regulate the number of participants in the River to Sea Bike ride, the River to Sea Bike Ride planning committee recommends to create a maximum number of online registrants prior to the event and charge a fee of $5 to day-of registrants.

NOW THEREFORE, be it resolved that the Board of the Wilmington Urban Area Metropolitan Planning Organization hereby supports limiting the River to Sea Bike Ride participants by closing online registration when is reaches 450 and requiring participants who register the day-of the event to pay a $5 fee.

ADOPTED at a regular meeting of the Wilmington Urban Area Metropolitan Planning Organization Board on February 26, 2020.

________________________________________
David Piepmeyer, Chair

________________________________________
Mike Kozlosky, Secretary
Proposed Revisions to 2018-2027 and 2020-2029 STIP/MPO TIP Programs

STIP/MPO TIP Modification # 20-2
(February 2020)

| * M-0539DIV | VARIOUS, ENVIRONMENTAL MITIGATION AND MINIMIZATION. | MITIGATION |
| STATEWIDE | | |
| PROJ.CATEGORY | ADD FUNDS NOT PREVIOUSLY PROGRAMMED. | |
| DIVISION | | |
| | | FY 2020 - (T) $300,000 |
| | | FY 2021 - (T) $300,000 |
| | | FY 2022 - (T) $300,000 |
| | | FY 2023 - (T) $300,000 |
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| | | FY 2030 - (T) $300,000 |
| | | FY 2031 - (T) $300,000 |
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<p>| * M-0539REG | VARIOUS, ENVIRONMENTAL MITIGATION AND MINIMIZATION. | MITIGATION |
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MEMORANDUM

To: WMPO Board Members
From: Abby Lorenzo, Senior Transportation Planner
Date: February 5, 2020
Subject: *Draft* WMPO Potential Prioritization 6.0 Aviation Submittals

The North Carolina Department of Transportation (NCDOT) Strategic Prioritization Office of Transportation (SPOT) released a schedule outlining the Prioritization 6.0 (P6.0) process. The P6.0 process includes a submittal window of October 2019 through May 2020 to allow MPOs, RPOs, and Division Engineers to submit projects for evaluation. The WMPO Board may submit up to 19 projects for each mode of transportation.

Below please find the recommendation for submittal to NCDOT for P6.0 Aviation projects.

Aviation
1. 1st General Aviation (GA) Hangar Taxi lane
2. Midfield Taxiway Improvements
3. Perimeter Road Improvements
4. Runway 24/Taxiway Extension
5. Runway Protection Zone (RPZ)
6. Runway 35 Wind Cone/PAPI Replacement
7. Emergency Boat Ramp Access Launch
8. Runway 6-24 Blast Pad
9. 1st Paved Aircraft Taxi Lane
10. Runway 6 MALSR Catwalk
11. Runway 17/35 Blast Pads
WMPO Prioritization 6.0 Potential Submittals: Aviation Projects

Aviation Projects

0 0.1 0.2 Miles
MEMORANDUM

To: WMPO Board Members  
From: Abby Lorenzo, Senior Transportation Planner  
Date: February 5, 2020  
Subject: *Draft* WMPO Potential Prioritization 6.0 Bicycle and Pedestrian Submittals

The North Carolina Department of Transportation (NCDOT) Strategic Prioritization Office of Transportation (SPOT) released a schedule outlining the Prioritization 6.0 (P6.0) process. The P6.0 process will include a submittal window in October 1, 2019 through May 1, 2020 to allow MPOs, RPOs, and Division Engineers to submit projects for evaluation. The WMPO Board may submit up to 19 projects for each mode of transportation. The following list of projects are derived from Cape Fear Transportation 2040 Bicycle and Pedestrian project list, and in coordination with the WMPO’s member jurisdictions.

1. BP-37 Village Road Sidewalk (Lossen Lane to Wayne Street)  
2. BP-47 US 17 & Old Waterford Way/Ploof Rd Intersection  
3. BP-59 US 17 & W Gate Drive/Grandiflora Drive Intersection  
4. BP-61 US 17 & Provision Parkway Intersection
MEMORANDUM

To: WMPO Board Members
From: Abby Lorenzo, Senior Transportation Planner
Date: February 5, 2020
Subject: *DRAFT* WMPO Potential Prioritization 6.0 Rail Submittals

The North Carolina Department of Transportation (NCDOT) Strategic Prioritization Office of Transportation (SPOT) released a schedule outlining the Prioritization 6.0 (P6.0) process. The P6.0 process includes a submittal window of October 2019 through May 2020 to allow MPOs, RPOs, and Division Engineers to submit projects for evaluation. The WMPO Board may submit up to 19 projects for each mode of transportation.

Below please find the recommendation for submittal to NCDOT for P6.0 Rail projects.

1. FR-5 and FR-6: US 421 railroad crossing safety improvements south of I-140/Dan Cameron Bridge and US 421 railroad extension from Invista to Pender Commerce Park
2. FR-16: Freight rail connection from Castle Hayne to Wallace
3. FR-17: Construct rail across the Cape Fear River between NC Port of Wilmington and Davis Yard
4. FR-24: Wilmington Multimodal Transportation Center
The North Carolina Department of Transportation (NCDOT) Strategic Prioritization Office of Transportation (SPOT) released a schedule outlining the Prioritization 6.0 (P6.0) process. The P6.0 process includes a submittal window of October 2019 through May 2020 to allow MPOs, RPOs, and Division Engineers to submit projects for evaluation. The WMPO Board may submit up to 19 projects for each mode of transportation.

Below please find the recommendation for submittal to NCDOT for P6.0 Transit projects.

1. Route 101 Amenity Upgrades (Princess Place)
2. Route 103 Amenity Upgrades (Oleander East)
3. Route 104 Amenity Upgrades (Northeast)
4. Route 106 Amenity Upgrades (Shipyard Boulevard)
5. Route 201 Amenity Upgrades (Carolina Beach Road)
6. Route 202 Amenity Upgrades (Oleander West)
7. Route 203 Amenity Upgrades (Trolley Route)
8. Route 204 Amenity Upgrades (Brunswick Connector)
9. Route 205 Amenity Upgrades (Long Leaf Park)
10. Route 210 Amenity Upgrades (South 17th Street)
WMPO Prioritization 6.0 Potential Submittals: Public Transportation Projects (3 of 4)

Route 202

Route 203

Public Transportation Project

0 0.75 1.5 Miles

WMPO Wilmington Urban Area Metropolitan Planning Organization www.wmpo.org
WMPO Prioritization 6.0 Potential Submittals: Public Transportation Projects (4 of 4)

Route 205

Route 210

Public Transportation Project
MEMORANDUM

To: WMPO Board Members
From: Abby Lorenzo, Senior Transportation Planner
Date: February 5, 2020
Subject: *Draft* WMPO Potential Prioritization 6.0 Roadway Submittals

The North Carolina Department of Transportation (NCDOT) Strategic Prioritization Office of Transportation (SPOT) released a schedule outlining the Prioritization 6.0 (P6.0) process. The P6.0 process includes a submittal window of October 2019 through May 2020 to allow MPOs, RPOs, and Division Engineers to submit projects for evaluation. The WMPO Board may submit up to 19 projects for each mode of transportation.

Below please find the recommendation for submittal to NCDOT for P6.0 Roadway projects.

New Submittals:

1. R-4 Castle Hayne Road Widening (US74/MLK Jr. Parkway to Holly Shelter Road) – 3 lane cross-section
2. R-9 US 17 BUS/Market Street Road Diet (17th Street to Covil Avenue)
3. R-33 Kerr Avenue Widening (Patrick Avenue to Wrightsville Avenue)
4. R-34 Old Fayetteville Road Widening (Village Road to US74/76/Andrew Jackson Highway)
5. R-35 N 23rd Street Widening (NC 133/Castle Hayne Road to US 74/MLK Jr Parkway)
6. R-36 NC210 Improvements (NC210/Island Creek Road to US17)
7. R-37 Wilshire Boulevard Extension (US 117/132/College Road to MacMillan Avenue)
8. R-39 Country Club/Doral Drive and Sloop Point Loop Road
9. R-44 Old Fayetteville Road Interchange
10. R-47 US 117/Shipyard Boulevard Access Management (US 421/Carolina Beach Road to Rutledge Drive)
12. R-50 Burnett Boulevard and Myers Street Intersection
13. R-51 US 117/Shipyard Boulevard Speed Sensors and Warning Activation at NC Port of Wilmington (from US 421/Carolina Beach Road to River Road)
14. R-52 US17 to NC133 Connection (US17 to NC133)
15. R-53 NC133 River Road Widening (US17/74/76 to Westport Drive)
16. R-53 NC133 River Road Widening (Westport Drive to Rabon Way SE)
WMPO Prioritization 6.0 Potential Submittals: Roadway Projects
**2045 METROPOLITAN TRANSPORTATION PLAN**

**Project Description/Scope:** The Wilmington Urban Area Metropolitan Planning Organization is required by federal law to update the Metropolitan Transportation Plan every 5 years. The last plan was adopted by the MPO Board on November 18, 2015. The next update is required to be adopted by November 2020. This plan will guide the regional transportation priorities and actions, and be used for project selection in the State/Metropolitan Transportation Improvement Programs. The MPO Board appointed a Citizen Advisory Committee (CAC) to help guide the development of this plan. A four month public outreach period was held between April 3, 2018 and July 31, 2018. During this period, there were 2,287 transportation survey responses, 563 comments on the public input map tool, and 4,554 votes on map comments, totaling 7,404 responses collected. In July 2018, the six modal subcommittees began meeting with the initial task of developing modal goals and objectives, which were completed in October 2018 and officially adopted by the Board in November 2018. The Modal Subcommittees have completed scoring criteria, evaluation of projects and development of the draft policies. The CAC, TCC and Board received the financial forecasts and potential alternative funding sources in March 2019. The consultant completed the project cost estimates and alternative funding forecasts in June 2019. A red line, fiscal constraint analysis of ranked modal projects were prepared and presented by staff to the CAC, TCC, and Board in July. The WMPO Board proposed changes at its August meeting and adopted a resolution endorsing the amended draft project lists in September 2019. In November 2019 the Board passed a resolution to include the estimated toll revenues for the Cape Fear Crossing project within the fiscally constrained projects list as a supported alternative form of funding. WMPO planning staff is working on finalizing draft plan.

**Next Steps:**
- Release of draft plan to public in March 2020 for 30-day public comment period
- Revisions to draft plan based on public comments and approval by WMPO Board in Spring 2020
- Presentation of plan to WMPO members in Summer 2020
- Adoption of final plan in October 2020

**SITE DEVELOPMENT REVIEW**

**Project Descriptions/Scope:** The Wilmington Urban Area MPO assists with site development and Transportation Impact Analysis review for the MPO’s member jurisdictions. During the last month, staff has reviewed the following development proposals:

- New Hanover County Development Plan Reviews: 2 reviews
- New Hanover County Informal Plan Reviews: 0 reviews
- New Hanover Concept Reviews: 0 review
- Town of Leland Formal Reviews: 2 reviews
- Town of Leland Informal Reviews: 0 reviews
- Town of Navassa Formal Reviews: 0 reviews
- Town of Navassa Informal Reviews: 0 reviews
- Town of Navassa Concept Reviews: 0 reviews
- Town of Carolina Beach Formal Reviews: 0 reviews
- Town of Carolina Beach Informal Reviews: 0 reviews
- Brunswick County Formal Plan Reviews: 0 reviews
- Brunswick County Informal Plan Reviews: 0 reviews
• TIA Reviews: 15 total (New Hanover County 3, City of Wilmington 8, Carolina Beach 0, Leland 1, Navassa 0, and Pender County 3, Brunswick County 0) ; new 2 and ongoing 13
• Pender County Development Plan Reviews: 0 reviews
• Pender County Informal Plan Reviews: 0 reviews
• Pender County Concept Reviews: 0 reviews
• City of Wilmington Formal Reviews: 59 (7 new, 52 on-going)
• City of Wilmington Informal Reviews: 27 (3 new, 24 on-going)
• City of Wilmington Concept Reviews: 6 (5 new concept reviews- 1 on-going concept)
• COW Project Releases: 5 Full releases

STBGP-DA/TASA-DA FY 2013 to Present
STBGP-DA

U-5534C - WRIGHTSVILLE AVENUE/GREENVILLE AVENUE TO HINTON AVENUE
Project Descriptions/Scope: The project is for construction of intersection re-alignment improvements at the intersection of Wrightsville Avenue/Greenville Avenue and bike lanes and sidewalks along Greenville Avenue from Wrightsville Avenue to Hinton Avenue.

Project Status and Next Steps:
• Complete review of final design package and submit to NCDOT for review– Spring 2020
• NCDOT final design approval and City to request Construction Funds Authorization – Summer 2020
• Begin Construction – Late 2020

U-5534D - TOWN OF LELAND - OLD FAYETTEVILLE ROAD MUP
Project Descriptions/Scope: This project is for design and construction of a ten foot (10') wide multi use path, separate but adjacent to Old Fayetteville Road, beginning at or around the corner of the Leland Town Hall Campus and ending at the driveway of the North Brunswick High School.

Project Status and Next Steps:
• ROW certification has been issued
• Construction funds have been requested for release
• Updated PCE approved on December 4, 2018
• Davenport identified potential utility conflicts; The Town has authorized Level A – S.U.E. services to be performed to verify where conflicts exist; AECOM will revise plans to reflect any utility relocations that must be done; revised plans must then be approved by NCDOT.
• Supplemental underground utility conflict drawings were sent to Ron VanCleef on September 30, 2019 and these drawings were approved on October 17, 2019.
• Supplemental Agreement #3 dated March 28, 2019 extends project completion deadline to July 1, 2020.
• On November 21, 2019, MPO requested DOT to issue Supplemental Agreement #4 to provide supplemental appropriation of federal funds for the additional amount of $517,477 with an additional local match for the amount of $129,370. The Town also requested an extension of the project completion deadline to June 30, 2021. The Town is waiting on Supplemental Agreement #4.
• Town sent the following documents to Ron VanCleef on November 12, 2019: VCER-1 Form, NPDES Stormwater Certification, DOT Encroachment Agreement with plans. Waiting to receive signed encroachment agreement from DOT.
• Received plan comments from NCDOT’s Traffic Engineering Division pertaining to the encroachment agreement plans. AECOM will address the comments and send revisions for approval.
• Bid and award timeline will depend upon receipt of signed encroachment agreement and Supplemental Agreement #4; prefer to bid this and projects U-5534I, J and K at the same time.

U-5534F – CITY OF WILMINGTON – PARK AVENUE MUP – PHASE II
Project Descriptions/Scope: This project is for the design and construction of an off-road multi-use path between Audubon Boulevard and Kerr Avenue. The right of way certification was received November 2, 2016.

Project Status and Next Steps:
• Plans approved 8/20/19
• Specification comments received 9/24/19;
• NCDOT approved final bid proposal on 12/23/19; still need Utility/RR cert
• Begin Construction – Spring 2020
• Complete Construction – Fall 2020

U-5534G – CITY OF WILMINGTON- HOOKER ROAD MULTI-USE PATH
Project Descriptions/Scope: The project consist of the construction of a 10’ wide multi-use path along Hooker Road from Wrightsville Avenue to Mallard Drive/Rose Ave intersection

Project Status and Next Steps:
• Complete final design package and submit to NCDOT for review–Winter 2019/Spring 2020
• Update/renew permits – Spring 2020
• NCDOT final design approval – Spring 2020
• Right of way acquisition complete – Fall 2020
• Begin Construction – Spring 2021
• Complete Construction – Spring 2022

U-5534H – CITY OF WILMINGTON- HINTON AVE MULTI-USE PATH
Project Descriptions/Scope: This project consists of the construction of a 10’ wide multi-use path along Hinton Avenue from Park Avenue to Greenville Avenue.

Project Status and Next Steps:
• Complete final design package and submit to NCDOT for review– Winter 2019/Spring 2020
• Update/renew permits – Spring 2020
• NCDOT final design approval – Spring 2020
• Right of way acquisition complete – Fall 2020
• Begin Construction – Spring 2021
• Complete Construction – Spring 2022

U-5534I – TOWN OF LELAND- VILLAGE ROAD MULTI-USE PATH EXTENSION
Project Descriptions/Scope: The construction of a 8 foot wide concrete path from the connection at the Brunswick Center in Leland across the front of the library property, down Village Road, ending on the western edge of the First Baptist Church property before the Sturgeon Creek Bridge.

Project Status and Next Steps:

- Right of way acquisition underway. Expect to complete acquisition of temporary and permanent easements by January 30, 2020. All easements have been acquired.
- Right of way Certification - TBD
- Encroachment agreement needed once right-of-way finalized. Encroachment Agreement application send to NCDOT on January 7th.
- Revised 100% plans and specs sent to DOT for final review on December 23, 2019. Comments returned on December 30th and January 10th. Revised plans to address latest comments sent to NCDOT on January 30th.
- DOT issued Supplemental Agreement #3 on December 10, 2019 to extend completion deadline and provide additional funding; Town returned signed Agreement to DOT on December 19, 2019; received fully executed copy of Supplemental Agreement #3.
- Let date will be set to match up with “J” and “K” projects after encroachment agreement and right of way certification is issued

U-5534J – TOWN OF LELAND- OLD FAYETTEVILLE LOOP ROAD PEDESTRIAN LOOP
Project Descriptions/Scope: The construction of sidewalks in three locations: 1) The construction of an 8 foot concrete sidewalk along Village Road from Town Hall Drive to the apartment complex and widening the existing 5 foot sidewalk in front of the apartment complex to 8 feet. 2) The construction of a 6 foot sidewalk along Town Hall Drive from Village Road NE to the sidewalk that exists by the new Town Hall. 3) The construction of a 5 foot sidewalk along Old Fayetteville Road from the existing sidewalk in front of the apartment complex to Village Road NE.

Project Status and Next Steps:

- Right of way Certification - TBD
- Encroachment agreement needed once right-of-way finalized. Encroachment Agreement application send to NCDOT on January 7th.
- Revised 100% plans and specs sent to DOT for final review on December 23, 2019. Comments returned on December 30th and January 10th. Revised plans to address latest comments sent to NCDOT on January 30th.
- DOT issued Supplemental Agreement #3 on December 10, 2019 to extend completion deadline and provide additional funding; Town returned signed Agreement to DOT on December 19, 2019; received fully executed copy of Supplemental Agreement #3.
- Let date will be set to match up with “I” and “K” projects after encroachment agreement and right of way certification is issued

U-5534K – TOWN OF LELAND- LELAND MIDDLE SCHOOL SIDEWALK
Project Descriptions/Scope: The construction of 5 foot wide concrete sidewalk adjacent to Old Fayetteville Road from Ricefield Branch Road to the US Hwy 74/76 overpass after Glendale Drive with connections to Leland Middle School and the surrounding neighborhoods.
Project Status and Next Steps:

- Right of way acquisition underway. Expect to complete acquisition of temporary and permanent easements by January 31, 2020. All easements have been acquired.
- Right of way Certification- TBD
- Encroachment agreement needed once right-of-way finalized. Encroachment agreement application sent to NCDOT on January 7th.
- Revised 100% plans and specs sent to DOT for final review on December 23, 2019. Comments returned on December 30th and January 10th. Revised plans to address latest comments sent to NCDOT on January 30th.
- DOT issued Supplemental Agreement #3 on December 10, 2019 to extend completion deadline and provide additional funding; Town returned signed Agreement to DOT on December 19, 2019; received fully executed copy of Supplemental Agreement #3.
- Let date will be set to match up with “I” and “J” projects after encroachment agreement and right of way certification is issued.

**U-5534N –CITY OF WILMINGTON- SHIPYARD BOULEVARD SIDEWALK**

Project Description/Scope: The construction of a sidewalk and bus pull-out along Shipyard Boulevard between Vance Street and Rutledge Drive. This will be a partnership between the City of Wilmington, Cape Fear Public Transportation Authority and Wilmington MPO. The project consists of building a bus turn out and sidewalk along US 117 (shipyard Boulevard) from Vance Street to Rutledge Drive in Wilmington. Carolina Civil Works, Inc was awarded the $352,590.00 contract September 23, 2019.

Project Status and Next Steps:

- The contractor has constructed and completed the Shipyard Bus Pullout federally funded STP project.
- The NCDOT M&T audit will be taking place in the upcoming weeks for the materials closeout phase of the supplemental agreement between City of Wilmington and the NCDOT.

**U-5534Q –CITY OF WILMINGTON- S. COLLEGE/HOLLY TREE CROSSWALKS**

Project Description/Scope: The project will install sidewalk, ADA ramps, curb and gutter, markings and traffic signal revisions required to install actuated pedestrian crossings of S. College Road and crossings on Holly Tree Road.

Project Status and Next Steps:

- The project has been put on hold until NCDOT’s College Road resurfacing project occurs.
- NCDOT has indicated that the milling and resurfacing project is now on hold due to the cash flow issue, City staff has asked to work with Division in house design to evaluate alternative designs that may allow this project to move forward within original scope.
- If an alternative design is agreed upon that does not significantly affect the original scope of the project, the design process will be restarted.

**U-5534S (FORMERLY U-5534M)- TOWN OF WRIGHTSVILLE BEACH- CORAL DRIVE SIDEWALKS**

Project Descriptions/Scope: The construction of sidewalks along Coral Drive will install approximately 954 linear feet of 5 foot wide sidewalk on Coral Drive adjacent to Wrightsville Beach Elementary. The Town hired SEPI to complete the design.

Project Status and Next Steps:
• Project is ready for bidding and construction. Plans and PCE have been approved. The contract documents have been approved.
• The Town will consider requesting additional funds.
• Anticipated bidding and construction to follow by late summer.

U-5534T – CITY OF WILMINGTON- TRAFFIC SIGNAL PREEMPTION
Project Description/Scope: This project will install traffic pre-emption equipment at 27 locations throughout the City of Wilmington and GPS devices on fire apparatus.

Project Status and Next Steps:
• Bid opening was held on August 15, 2019
• Concurrence of Award has been received
• Preconstruction Meeting held on 10/7/19
• Construction began on 11/18/19
• Equipment has been installed at the intersections and on WFD’s apparatus and vehicles. Should be operational by the end of January. Waiting on GTT to provide some training for traffic engineering staff and WFD.

U-5534U – TOWN OF NAVASSA- NAVASSA PARK MULTI-USE PATH
Project Description/Scope: This project will construct bike lanes on both sides of Brooklyn Street, a multi-use path connecting Brooklyn Street to the Navassa Park, and a multi-use path through the Navassa Park forming a loop within the park.

Project Status and Next Steps:
• 30% Plans submitted to Town December 13, 2019 from PEF. Town to upload to EBS.
• Right-of-Way funding request is anticipated in May 2020
• Construction Funding is anticipated in FY2021

EB-6025- TOWN OF BELVILLE- RICE HOPE MULTI-USE PATH
Project Description: The project consists of the construction of a multi-use path of eight feet (8’) wide located at the western side of NC 133 between Morecamble Blvd and Rice Hope Run.

Project Status and Next Steps:
• The agreements have been executed
• The Letter of Interest has been published
• An Addendum has been issued for a 6-month extension on the let date.

U-6234 MULTI-MODAL PHASE 1 B
Project Description/Scope: Rehabilitation of the historic structure located at 525 N 4th Street for a transportation purpose

Project Status and Next Steps:
• The Letter of Interest was advertised on January 13, 2020
• Consultants expressing interest will submit proposals by February 3, 2020
U-6235 – City of Wilmington/New Hanover County – Signal Pre-emption Phase 2  
Project Description/Scope: The project will install traffic pre-emption equipment at 50 locations throughout the City of Wilmington and New Hanover County and GPS equipment on emergency response vehicles.

Project Status and Next Steps:
• Waiting on agreement amendment from NHRMC before sending to NCDOT for their approval.

U-6236 – WRIGHTSVILLE BEACH – WEST SALISBURY STREET STREETSCAPE  
Project Description/Scope: Streetscape of West Salisbury for approximately a .17-mile section from the east side of the Banks Channel waterway bridge through the North Lumina Avenue/West Salisbury Street intersection. This project includes sidewalk widening, revised parking spaces, ADA ramps and visible, signalized crosswalks, sharrows, additional pavement markings and bicycle racks.

Project Status and Next Steps:
• The MPO Board voted to return these funds.
• A STIP/MPO TIP amendment will be prepared to remove the project.

U-6039 – CAROLINA BEACH – ST. JOSEPH BIKE LANES  
Project Description/Scope: Construct Bike Lanes along St. Joseph Avenue and Lewis Drive from Lake Park Boulevard to Access Drive in Carolina Beach.

Project Status and Next Steps:
• TIP number has been entered. Town to upload information in EBS to request agreement.

TASA-DA

U-5527B CITY OF WILMINGTON – 5th AVE INTERSECTION UPGRADES  
Project Description/Scope: This project is for the construction of high visibility crosswalks, curb ramps, and pedestrian activated signals on 5th Ave at the Dawson Street and Wooster Street intersections.

Project Status and Next Steps:
• Under construction

U-5527C NEW HANOVER COUNTY – MIDDLE SOUND GREENWAY – EXTENSION TO MIDDLE SOUND VILLAGE  
Project Description/Scope: This project is for the construction of a multi-use path along Middle Sound Loop Road from Oyster Lane to the Middle Sound Village property line.

Project Status and Next Steps:
• R/W Certification received July 1, 2019
• Utility/RR Cert & Engineers estimate submitted September 17, 2019
• Specifications and final plan comments received
• Anticipated construction bid opening March 2020
• Project Completion anticipated in July 2020

EB- 6026- TOWN OF BELVILLE- BELVILLE ELEMENTARY- MULTI-USE PATH
Project Description: The project consists of the construction of a multi-use path of twelve feet (12’) wide located along NC 133 connecting north and south entrances of Hawks Water Development to Belville Elementary School.

Project Status and Next Steps:
- The agreements have been executed
- The Letter of Interest has been published
- An Addendum has been issued for a 6-month extension on the let date.

EB-6027 – NEW HANOVER COUNTY -MIDDLE SOUND GREENWAY
Project Description: Design only of the Middle Sound Greenway connection to Ogden Park

Project Status and Next Steps:
- The agreements have been signed
- PE funds have been authorized
- SEPI has been approved in EBS as the selected firm- contract signed, Notice to Proceed issued on January 14, 2020.

EB-6028 —CITY OF WILMINGTON- 21ST STREET/MARKET HAWK SIGNAL
Project Description: Design and construction of a HAWK signal at the pedestrian crossing at Market Street and 21st Street

Project Status and Next Steps:
- Pre-Design scoping meeting with Davenport Engineering scheduled for first week of February.
- Provide scope and fee for NCDOT approval and Task order approval.
- Survey and Design for NCDOT review.

EB-6029 – TOWN OF CAROLINA BEACH – CLARENDON AVENUE MULTI-USE PATH
Project Description: Construction of the Clarendon Avenue multi-use path from 4th Street to Dow Road

Project Status and Next Steps:
- The Town is evaluating the scope for the project.

TRANSPORTATION DEMAND MANAGEMENT PROGRAM
Project Description/Scope: UNCW is taking the role as lead employer for the Cape Fear region. The WMPO will coordinate with UNCW to work with other major employers in the region to identify opportunities for public outreach, marketing, carpooling, vanpooling, alternative/compressed work schedules, Emergency Guaranteed Ride Home, park and ride lots, etc. The MPO adopted “Work Cape Fear: Expanding Commuter Options in the Cape Fear Region” TDM Short Range Plan on January 28, 2015 and also authorized staff to apply for a TDM grant through NCDOT that funded a full-time TDM Coordinator position. The Agreement with NCDOT for the full-time TDM Coordinator position was approved on November 4, 2015. The TDM program works to increase active transportation initiatives and increase community knowledge of commuter options. The MPO finalized the Strategic Marketing Plan for the “Go Coast” program. In addition, the WMPO has been working with the City of Wilmington to implement a bike share program. The TDM program has continued to grow and progress and below are project status and next steps.

Project Status and Next Steps:
Initiatives
1. Be A Looker Campaign report at GoCoastNC.org
2. Bike Share
   a. New RFP to be released February 2020
3. New Go Coast Website
4. Social Media
   a. Posting at least three times per week on WMPO Facebook, Twitter, and Instagram and Go Coast Instagram
5. Watch For Me NC
   a. TDM Coordinator applied for NCDOT’s Watch For Me NC bicycle and pedestrian safety campaign for Wilmington with the Wilmington Police Department.
6. Applied for Bicycle Friendly Community with the League of American Bicyclists for City of Wilmington
   a. Wilmington was designated a Bronze Level Community in 2015
7. Resolution for model ordnance of electric bicycles to come to TCC and WMPO Board in March
8. Scooters
   a. Governor Cooper Vetoed Bill 553 which include regulation of electric stand up scooters
9. Writing Short Range TDM Plan
10. Begun planning for 31st Annual River To Sea Bike Ride and Bike Month
11. Go Coast Bicycle Helmet Grant will work in conjunction with Watch For Me NC to provide helmets and lights to WMPO region residents.
REGIONAL AUTHORITY PROJECTS

1. **Bus fleet replacement** - Additional funding for four replacement buses has been requested from the VW mitigation settlement phase one. An RFP for funding was issued by NC DAQ on June 17, 2019. The application for funding was released on July 01, 2019. An application for four (4) CNG buses was submitted in response to the RFP. Phase one of the VW settlement project awards are expected to be announced in early 2020.

2. **Short Range Transportation Plan** - following adoption of Cape Fear Transportation 2040 by the Wilmington Metropolitan Planning Organization (WMPO), Wave Transit completed its latest short range plan in 2018. The plan will set a course for public transportation initiatives, route structure, and revenue programming for the next five years. The plan also includes a financial element to ensure that transit programs are compliant with FTA rules and regulations. Revenue neutral modifications to Wave Transit routes based on the opening of the WMMTC - Padgett Station were implemented on January 18, 2020. Continued investment in recommendations from the plan will be considered based upon available funding.

3. **Long Term Funding** - currently the Authority does not have a dedicated source of local funding. A consultant led study to evaluate the governing model and long term funding for transit in the region was commissioned by the City of Wilmington and New Hanover County. TransPro Consulting presented its findings to the Wilmington City Council and the New Hanover County Board of Commissioners in 2018. One of the recommendations from the study was implementation of a dedicated source of funding for the Cape Fear Public Transportation Authority. On January 21, 2020 the City of Wilmington and New Hanover County each adopted a Concurrent Resolution of the Wilmington City Council and the Board of Commissioners of New Hanover County for Enhanced Public Transportation Operations and Efficiency. Additional revenue arising from the joint resolution could be utilized to address long term funding issues which could lead to more clearly identified and stabilized funding for transit in the region.

WMPO SPONSORED PROJECTS

1. **Wilmington Multimodal Transportation Center** -
   The Wilmington Multimodal Transportation Center, Laura W. Padgett Station was dedicated at 1:00 pm on Friday, January 17, 2020. Over 100 attended the ceremony including federal, state and local dignitaries. Transit service from the station commenced on Saturday, January 18, 2020. The project was completed with available revenues and within budget.

2. **STBGP-DA FUNDING FY 2021**
On August 07, 2019, the WMPO authorized $500,000 in STBGP-DA funding for capitalized preventive maintenance and Americans with Disabilities Act compliance funding for FY 2020. In December 2019, the Authority provided 2,204 ADA passenger trips with the allocated funding. Preventive maintenance activities were undertaken in accordance with the appropriated funding.
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<tr>
<th>Project Manager</th>
<th>TIP</th>
<th>PO</th>
<th>Description</th>
<th>County</th>
<th>RDW</th>
<th>LET</th>
<th>Delay (Years) From Draft</th>
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<td>Mike Bass</td>
<td>U-5710A</td>
<td>WMPO</td>
<td>US 74 (Eastwood Road) - construct new right-of-way between US 17 (Military Cutoff Road) &amp; US 24 (Eastwood Road)</td>
<td>New Hanover</td>
<td>IP</td>
<td>2020</td>
<td>4/16/2020</td>
<td>Postponed from January to April</td>
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<td>Eric Murray</td>
<td>W-56010H</td>
<td>WMPO</td>
<td>3rd St and Dock St intersection</td>
<td>New Hanover</td>
<td>IP</td>
<td>2020</td>
<td>7/17/2020</td>
<td>Awarding has been delayed 1 year</td>
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<td>R-3300B</td>
<td>WMPO/CRPPO</td>
<td>Hampstead Bypass</td>
<td>New Hanover</td>
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<td>9/15/2020</td>
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<td>Derek Pelich</td>
<td>B-4690</td>
<td>WMPO</td>
<td>Replace Bridge 29 on Commodia Harrett Dr/Castle Hayne Rd over Smith Creek</td>
<td>New Hanover</td>
<td>IP</td>
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<td>4/4/2021</td>
<td>1.2MILL 1 year Delay</td>
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<td>US 17 Bus - Market St/Med - Railroad to I-140</td>
<td>New Hanover</td>
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<td>1/17/2024</td>
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<td>US 217/301/304, NC 133 from US 17 to NC 210</td>
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<td>New Hanover</td>
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<td>Kerr Ave Interchange at MLK</td>
<td>New Hanover</td>
<td>IP</td>
<td>2023</td>
<td>1/20/2022</td>
<td>PE, Utility Design, and Appraisals Resuming; ROW Acquisition beginning April 2020</td>
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<td>2023</td>
<td>1/17/2023</td>
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<td>Monkey Junction interchange</td>
<td>New Hanover</td>
<td>IP</td>
<td>2023</td>
<td>4/6/2024</td>
<td>1.2MILL 1 year Delay</td>
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<tr>
<td>Krista Kimmel</td>
<td>U-5731</td>
<td>WMPO</td>
<td>US 74 at US 17/4527 Rice</td>
<td>New Hanover</td>
<td>IP</td>
<td>2023</td>
<td>1/17/2024</td>
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<tr>
<td>Brian Harding</td>
<td>U-5794</td>
<td>WMPO</td>
<td>NC 133 at 23rd St Roundabout</td>
<td>New Hanover</td>
<td>IP</td>
<td>2023</td>
<td>6/18/2024</td>
<td>PE Resumes in January</td>
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<tr>
<td>Brian Harding</td>
<td>U-5794</td>
<td>WMPO</td>
<td>NC 133 at 23rd St Roundabout</td>
<td>New Hanover</td>
<td>IP</td>
<td>2023</td>
<td>12/17/2024</td>
<td>PE Resumes in January</td>
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<tr>
<td>Lydia</td>
<td>H-6098</td>
<td>WMPO</td>
<td>I-340 from US 421 to US 74/76 pavement rehab</td>
<td>Brunswick, New Hanover</td>
<td>N/A</td>
<td>2026</td>
<td>1/17/2025</td>
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<td>Lydia</td>
<td>H-6037</td>
<td>WMPO</td>
<td>I-340 from US 421 to US 74/76 pavement rehab</td>
<td>Brunswick, New Hanover</td>
<td>N/A</td>
<td>2026</td>
<td>2/27/2026</td>
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<td>Trace Howell</td>
<td>U-5704A</td>
<td>WMPO</td>
<td>College Rd from New Centre to Shippyard</td>
<td>New Hanover</td>
<td>IP</td>
<td>2026</td>
<td>6/4/2026</td>
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<td>Trace Howell</td>
<td>U-5792</td>
<td>WMPO</td>
<td>MLK at College</td>
<td>New Hanover</td>
<td>IP</td>
<td>2026</td>
<td>6/16/2026</td>
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<td>Trace Howell</td>
<td>U-5732</td>
<td>WMPO/CRPPO</td>
<td>US 17 Hampstead Median Project</td>
<td>New Hanover</td>
<td>IP</td>
<td>2027</td>
<td>9/15/2026</td>
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<td>Krista Kimmel</td>
<td>U-5734</td>
<td>WMPO</td>
<td>US 421 Front St/Widening</td>
<td>New Hanover</td>
<td>IP</td>
<td>2028</td>
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<td>Trace Howell</td>
<td>U-5792</td>
<td>WMPO/CRPPO</td>
<td>College Rd from Gordian Rd to New Grant</td>
<td>New Hanover</td>
<td>IP</td>
<td>2028</td>
<td>6/16/2028</td>
<td>Let with U-5981</td>
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<td>Trace Howell</td>
<td>U-5732</td>
<td>WMPO/CRPPO</td>
<td>US 421 Front St/Widening</td>
<td>New Hanover</td>
<td>IP</td>
<td>2028</td>
<td>6/18/2028</td>
<td>Let with U-5982</td>
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<td>Trace Howell</td>
<td>U-5792</td>
<td>WMPO/CRPPO</td>
<td>Dan Owen Connector</td>
<td>New Hanover</td>
<td>IP</td>
<td>2028</td>
<td>6/17/2027</td>
<td>Construction By State Forces</td>
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<tr>
<td>Brian Harding</td>
<td>U-6126</td>
<td>WMPO</td>
<td>US 76 (Daginator Dr) and Greensville Loop Rd/Greensville Avenue Dual Lefts</td>
<td>New Hanover</td>
<td>IP</td>
<td>2028</td>
<td>PY</td>
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<td>Brian Harding</td>
<td>U-6200</td>
<td>WMPO</td>
<td>Widen Gordon Rd to 4 Lanes from US 17 Market St to I-40</td>
<td>New Hanover</td>
<td>IP</td>
<td>2028</td>
<td>PY</td>
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<tr>
<td>Trace Howell</td>
<td>U-5704</td>
<td>WMPO</td>
<td>College Rd Access management improvement from Carolina Beach Rd to Shippyard Blvd</td>
<td>New Hanover</td>
<td>IP</td>
<td>2025</td>
<td>PY</td>
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</tbody>
</table>

*Date Completed:* 2/4/2020
*PO:* WMPO
*Contact:* Caitlin Marks 910-341-2000 cmmarks@ncdot.gov

Projects in Development

Exception Granted
Suspension Lifted

Project is on hold

Exception Granted

Suspension Lifted

Date Completed:

2/4/2020

PO: WMPO

Contact:\n
Caitlin Marks 910-341-2000 cmmarks@ncdot.gov
<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Resident</th>
<th>TIP/WBS/Program</th>
<th>County</th>
<th>Description</th>
<th>Estimated Completion</th>
<th>Percent Complete</th>
<th>Comment</th>
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<tbody>
<tr>
<td>DC00218</td>
<td>Adam Britt</td>
<td>N/A</td>
<td>New Hanover</td>
<td>Snow Cut (#30) on US 421 over SR 1532 Feder replace</td>
<td>Feb-20</td>
<td>92.84%</td>
<td>Availability: January 6, 2020</td>
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<tr>
<td>DC00274</td>
<td>Alex Stewart</td>
<td>N/A</td>
<td>New Hanover</td>
<td>New Hanover Hurricane Pipe Replacement (Group E)</td>
<td>Mar-20</td>
<td>41.06%</td>
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<tr>
<td>C204282</td>
<td>Alex Stewart</td>
<td>15403.1065027</td>
<td>New Hanover</td>
<td>Bridge on US 421 over Fishing Creek 4 miles N of I-140</td>
<td>Jul-20</td>
<td>63.27%</td>
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<tr>
<td>DC00254</td>
<td>Lydia McKeel</td>
<td>R-5783C/D</td>
<td>Brunswick, Duplin, New Hanover, Onslow, Pender, Sampson</td>
<td>2019 TAP Curb Ramp</td>
<td>May-20</td>
<td>69.36%</td>
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<tr>
<td>DC00231</td>
<td>Daniel Jones</td>
<td>R-3601(L)</td>
<td>Brunswick</td>
<td>Landscaping for the Diverging Diamond at US 74/76 and NC 133</td>
<td>Jun-20</td>
<td>87.24%</td>
<td>Availability: March 2, 2020</td>
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<td>DC00268</td>
<td>TBD</td>
<td>I-5760A</td>
<td>New Hanover</td>
<td>I-140 from I-40 to US 421 Open Grated Friction Course</td>
<td>Aug-20</td>
<td>0%</td>
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<tr>
<td>C204203</td>
<td>Alex Stewart</td>
<td>HVBP</td>
<td>New Hanover</td>
<td>Isabel Holmes Bridge (#11, US 74) Girder repair, upgrade paint/structural steel, replace grid floor</td>
<td>Mar-21</td>
<td>34.23%</td>
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<td>DC00265</td>
<td>TBD</td>
<td>N/A</td>
<td>Brunswick, Duplin, New Hanover, Pender</td>
<td>Long Line Pavement Marking</td>
<td>Nov-21</td>
<td>0%</td>
<td>Availability: June 1, 2020</td>
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<tr>
<td>C203980</td>
<td>Alex Stewart</td>
<td>U-4751</td>
<td>New Hanover</td>
<td>Military Cutoff Rd Extension from Market St to the Wilmington Bypass with an interchange at the Bypass</td>
<td>Apr-22</td>
<td>28.23%</td>
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<tr>
<td>C204319</td>
<td>Alex Stewart</td>
<td>U-4902D</td>
<td>New Hanover</td>
<td>Superstreet median on Market St (US 17 BUS) from Marsh Oaks Dr to Landire Dr</td>
<td>Nov-22</td>
<td>12.75%</td>
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<td>TBD</td>
<td>Alex Stewart</td>
<td>HVBP</td>
<td>New Hanover</td>
<td>Banks Channel (#21, US 76) girder repair, clean and paint bearings, epoxy caps</td>
<td>TBD</td>
<td>TBD</td>
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<tr>
<td>TBD</td>
<td>Alex Stewart</td>
<td>HVBP</td>
<td>New Hanover</td>
<td>Cape Fear (#48, I-140 E) Shear Strengthen</td>
<td>TBD</td>
<td>TBD</td>
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<tr>
<td>TBD</td>
<td>Alex Stewart</td>
<td>HVBP</td>
<td>New Hanover</td>
<td>Cape Fear (#49, I-140W) Shear Strengthen</td>
<td>TBD</td>
<td>TBD</td>
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<tr>
<td>Contract Number</td>
<td>Contract Year</td>
<td>County</td>
<td>Resident</td>
<td>TIP</td>
<td>MPO/RPO</td>
<td>Map</td>
<td>Routes</td>
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<tr>
<td>C204135</td>
<td>2018</td>
<td>Hanover/Brunswick</td>
<td>Lydia McKeel</td>
<td>N/A</td>
<td>WMPO</td>
<td>100</td>
<td>US 421/US 76/NC 132 and various SRs (New Hanover Resurfacing)</td>
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</tbody>
</table>
FEBRUARY TPD UPDATES WILMINGTON MPO

FEBRUARY 2020

Brunswick County Model: The engineers and modeler are waiting for clarification on one FY project. Once this information is provided, the modeler and engineers will create the FY network and run the model.

Wilmington Model: Most recently, the TPD engineer and modeler have asked the MPO clarification on some FY projects. The MPO has provided the information requested by TPD and the modeler and engineer are reviewing that information.

NCMOVES 2050: Phase III of the NC Moves 2050 project is looking at what the transportation system will need in the future. It divides these needs into 10- and 30- year time spans. The phase consists of three tasks: Future Needs, Priorities, and Solutions.

2020 NC Transportation Summit: On January 8-9, experts from around the world shared their insight about new technologies and ways of thinking regarding the future of North Carolina’s transportation system. Sign up for the NCMoves 2050 newsletter for continuous updates. Contact Natasha Earle at NCDOT’s Transportation Planning Division to sign up.

Public Comment Opportunity for Future NCDOT Division 3 projects: NCDOT Division 3 is encouraging area residents to provide input on what transportation projects they would like to see included in the NCDOT’s 10-year transportation plan for 2023-2032. A 30-day public comment period to submit project ideas will be held between January 27-February 28.
There will also be a three-day open house held at the NCDOT Division 3 office. Please contact Caitlin Marks with NCDOT’s Division 3 for further information.

**Watch for Me NC Seeks Partners for 2020:** The 2020 Watch for Me NC safety program is accepting applications until January 31. The program focuses on bicycle and pedestrian safety, education and enforcement.

**Traffic Forecast Updates:** in the Wilmington MPO Area, here are some TF updates:

1. **U-4738 Brunswick New Hanover Cape Fear Crossing** 40114.1.2; TIP: U-4738; Assigned to: HNTB; Due date/status: **Paused**
2. **H172105 New Hanover Piner at Grissom Roundabout** H172105 34263.1.1; Assigned to: TPD Staff; Due date/status: **February 21, 2020**