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*Create and execute continuing, cooperative and comprehensive regional long-range planning efforts that pro-actively 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 26<sup>th</sup> 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)

**Wilmington Urban Area Metropolitan Planning Organization**

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- 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 24<sup>th</sup> and 25<sup>th</sup>
  - b. NC Ethics Information Due- April 15<sup>th</sup>
- 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**  
**1<sup>st</sup> 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 19<sup>th</sup> 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



- Printed materials - 800
- Presence at farmer's markets downtown and Wrightsville Beach, partner employers, posters displayed at 12 businesses downtown
- A dedicated webpage at [www.wmpo.org](http://www.wmpo.org)
- "Be A Looker" Pledge - 285 and increasing

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 Trogon 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 Clarendon 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 15<sup>th</sup>. 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 26<sup>th</sup>. He added that each of the member jurisdictions should have received a letter related to 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 1<sup>st</sup> 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)

EB-5600	SR 1219 (SOUTH 17TH STREET), HOSPITAL	CONSTRUCTION	FY 2022 - (BGANY) \$746,000
NEW HANOVER	PLAZA TO INDEPENDENCE BOULEVARD.		FY 2022 - (L) <u>\$187,000</u>
<b>PROJ.CATEGORY</b>	CONSTRUCT MULTIUSE PATH.		\$933,000
DIVISION	<u>TO BALANCE FUNDING, DELAY CONSTRUCTION</u>		
	<u>FROM FY 20 TO FY 22.</u>		
* R-3300B	US 17, NC 210 TO US 17 NORTH OF	ENGINEERING	FY 2021 - (T) \$172,000
PENDER	HAMPSTEAD.		FY 2022 - (T) \$172,000
<b>PROJ.CATEGORY</b>	<u>PROJECT TO UTILIZE BUILD NC BONDS</u>		FY 2023 - (T) \$172,000
REGIONAL			FY 2024 - (T) \$172,000
			FY 2025 - (T) \$172,000
			FY 2026 - (T) \$172,000
			FY 2027 - (T) \$172,000
			FY 2028 - (T) \$172,000
			FY 2029 - (T) \$172,000
			FY 2030 - (T) \$172,000
			FY 2031 - (T) \$172,000
			FY 2032 - (T) \$172,000
			POST YR- (T) \$516,000
		BUILD NC CONST	FY 2021 - (T) \$3,707,000
			FY 2022 - (T) \$3,707,000
			FY 2023 - (T) \$3,707,000
			FY 2024 - (T) \$3,707,000
			FY 2025 - (T) \$3,707,000
			FY 2026 - (T) \$3,707,000
			FY 2027 - (T) \$3,707,000
			FY 2028 - (T) \$3,707,000
			FY 2029 - (T) \$3,707,000
			FY 2030 - (T) \$3,707,000

FY 2031 - (T)	\$3,707,000
FY 2032 - (T)	\$3,707,000
POST YR- (T)	\$11,121,000
FY 2021 - (T)	\$12,800,000
FY 2022 - (T)	\$12,800,000
FY 2023 - (T)	<u>\$12,800,000</u>
	\$96,585,000

CONTSTRUCTION

\* TA-6700  
 NEW HANOVER  
 PROJ.CATEGORY  
 CAPE FEAR PUBLIC TRANSPORTATION  
 AUTHORITY, ADA  
**FUNDING ADDED AT THE REQUEST OF THE  
 WILMINGTON MPO**

CAPITAL	FY 2020 - (BGDA)	\$150,000
	FY 2020 - (L)	<u>\$30,000</u>
		\$180,000

\* TG-6784  
 NEW HANOVER  
 PROJ.CATEGORY  
 CAPE FEAR PUBLIC TRANSPORTATION  
 AUTHORITY, PREVENTIVE  
 MAINTENANCE **FUNDING ADDED AT THE  
 REQUEST OF THE WILMINGTON MPO**

CAPITAL	FY 2020 - (BGDA)	\$350,000
	FY 2020 - (L)	<u>\$70,000</u>
		\$420,000



**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.

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David Piepmeyer, Chair

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Mike Kozlosky, Secretary



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## 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

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**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.

**WILMINGTON URBAN AREA METROPOLITAN PLANNING ORGANIZATION  
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.

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David Piepmeyer, Chair

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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**”), (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: Sandra 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

Stakeholder	Liaison
<b>Charlotte Area Transit System (CATS)</b>	Courtney Schultz Senior Marketing Representative, CATS courtney.schultz@ci.charlotte.nc.us, (704) 336-6999
<b>Land of Sky Regional Council</b>	Tristan Winkler French Broad River MPO Director Land of Sky Regional Council tristan@landofsky.org, (828) 251-6622
<b>North Carolina Department of Transportation (NCDOT)</b>	Hanna Cockburn Bicycle & Pedestrian Division Director, NCDOT jicockburn@ncdot.gov, (919) 707-2601
<b>Piedmont Authority for Regional Transportation (PART)</b>	Sabrina Glenn Director of Commuter Operations, PART sabinag@partnc.org, (336) 291-4321
<b>Wilmington Urban Area Metropolitan Planning Organization (WMPO)</b>	Mike Kozlosky Executive Director, WMPO mike.kozlosky@wilmingtonnc.gov, (910) 341-3258

## GOTRIANGLE STAKEHOLDERS

Stakeholder	Liaison
<b>GoTriangle</b>	Paul J. Straw Sustainable Travel Services Supervisor pstraw@gotriangle.org, (919) 485-7484
<b>Triangle J Council of Governments (TJCOG)</b>	Andrea Eilers Program Manager ailers@tjcog.org, (919) 558-2705
<b>City of Durham</b>	Tom Devlin Transportation Planner tom.devlin@durhamnc.gov, (919) 560-4157 x36507
<b>City of Raleigh</b>	Anne Galamb TDM Coordinator anne.galamb@raleighnc.gov, (919) 996-4139
<b>Duke University</b>	Tyler Dewey, J.D. Alternative Transportation Lead tyler.dewey@duke.edu
<b>North Carolina Central University (NCCU)</b>	Cha'ssem Anderson Transportation Director cander21@nccu.edu, (919) 530-7338
<b>North Carolina State University (NCSSU)</b>	Sarah Williams TDM Program Manager sawilli6@ncsu.edu, (919) 515-1613
<b>Orange County</b>	Brennan Bouma Sustainability Coordinator bbouma@orangecountync.gov, (919) 245-2626
<b>Research Triangle Park (RTP)</b>	Kimberly Williams Senior Director of Construction and Planning williams@rtp.org, (919) 654-1707
<b>Town of Chapel Hill</b>	Len Cone Go Chapel Hill TDM Outreach Coordinator lccone@townofchapelhill.org, (919) 969-5065
<b>University of North Carolina at Chapel Hill (UNC)</b>	Amanda Simmons TDM Coordinator ahsimmons@unc.edu, (919) 843-4414

<p><b>Wake County Local Service Provider, GoTriangle</b></p>	<p>Kim Johnson Wake County Outreach Coordinator kjohnson@gotriangle.org, (919) 485-7477</p>
<p><b>Wake Technical Community College</b></p>	<p>John Majernik Director of Energy, Sustainability and Transportation jlmajernik@waketech.edu, (919) 866-5697</p>

**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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**CONTRACT FOR  
RIDESHARE MATCHING, COMMUTE CALENDAR & INCENTIVE SOFTWARE**

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 its 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

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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

By: Sharon Lewinson

**Shelly Blake Curran**  
**Interim President and CEO**

**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.
<u>Sandra Freeman</u>	<u>Thomas Henry</u>
Sandra Freeman, Chief Financial Officer	Thomas Henry, Interim General Counsel

## **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).
4. Automatic Global Administrator, State TMA Partners, and Triangle Hotspot association via destination address.
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**

Users access rideshare matching services through Share the Ride NC ([www.sharetheridenc.org](http://www.sharetheridenc.org), [www.sharetheridenc.com](http://www.sharetheridenc.com), [www.strnc.org](http://www.strnc.org) and [www.strnc.com](http://www.strnc.com)). The Share the Ride NC statewide database is being utilized by five State TMA Partners – Charlotte Area Transit System (CATS), Land of Sky COG, Piedmont Authority for Regional Transportation (PART), GoTriangle and Wilmington MPO.

#### **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:

Severity Level	# Users Affected	Description	Support Hours	Target Response Time	Target Restore Times
<b>Level 1 – Urgent/Critical</b>	All Users	<ul style="list-style-type: none"> <li>• System down</li> <li>• Users can't access the system</li> <li>• Administrators can't access Admin Portal</li> </ul>	24 hours/day, 7 days/week	< 2 hours	< 8 hours
<b>Level 2 - High</b>	All Users	<ul style="list-style-type: none"> <li>• High impact on a User's ability to use system</li> <li>• High impact on an Administrators ability to use the Admin Portal</li> </ul>	24 hours/day, 7 days/week	< 4 hours	< 1 day
<b>Level 3 – Medium</b>	Many Users	<ul style="list-style-type: none"> <li>• Medium impact to users on core functionality</li> <li>• Medium impact to Adminstrators on Admin Portal usage</li> <li>• Does not affect core ability to use the system</li> </ul>	24 hours/day, 7 days/week	< 8 hours	< 2 days
<b>Level 4 - Low</b>	One or Few Users	<ul style="list-style-type: none"> <li>• Low priority issue affect only one or a few users</li> <li>• No system impact</li> <li>• Routine request for branding updates</li> <li>• Core system functionality for users unaffected</li> </ul>	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:

1. Vendor should provide website hosting and URL integration with [www.sharetheridenc.org](http://www.sharetheridenc.org), [www.sharetheridenc.com](http://www.sharetheridenc.com), [www.strnc.org](http://www.strnc.org) and [www.strnc.com](http://www.strnc.com). GoTriangle maintains ownership of name and URL's.
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.

8. Development of a hosting migration plan.
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

Date	Activity	First Year Amount	Annual Amount
July 1, 2019	<b>Base System:</b> Reporting, Data Management, Tech Support, Training, Upgrades, Web Hosting	\$25,800	\$25,800
	Mobile Application	\$11,000	\$6,000
	<b>Module 1:</b> Ridematching, Trip Tracking Calendar, Social Media Integration, One-Time Trip / Event Matching	Included in Base System Cost	Included in Base System Cost
	ERH	\$3,000	\$3,000
	Vanpool Module	\$6,000	\$6,000
	Incentives Program (Year-Round)	\$6,000	\$6,000
	Incentives Program (Campaign Module w/ 4 Challenges Included and option to add campaign at \$1,500 per campaign)	\$5,000	\$5,000
Aug 31, 2019	<b>Modules 2:</b> Real-time Matching through Mobile App, Non-commute Trip Matching, Batch Email	Included in Base System Cost	Included in Base System Cost
	Carpool Registration for Matching	\$2,500	\$3,000
July 1, 2019	Total Launch Cost	\$59,300	
July 1, 2020	Annual Fee		\$54,800
July 1, 2021	Annual Fee		\$54,800
July 1, 2022	Annual Fee		\$54,800
July 1, 2023	Annual Fee		\$54,800
July 1, 2024	Annual Fee		\$54,800

## 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 GOTRIANGLE.

### 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 GOTRIANGLE.

### 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 GOTRIANGLE.
- 3.2 Policy must name GOTRIANGLE 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 certificate(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:

**WILMINGTON URBAN AREA METROPOLITAN PLANNING ORGANIZATION  
BOARD**

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN  
INTERLOCAL SOFTWARE USAGE AGREEMENT WITH GO TRIANGLE FOR RIDE  
MATCHING, COMMUTE CALENDAR AND THE INCENTIVE SOFTWARE CONTRACT**

**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



**WILMINGTON URBAN AREA METROPOLITAN PLANNING ORGANIZATION  
BOARD**

**RESOLUTION AUTHORIZING THE WILMINGTON URBAN AREA METROPOLITAN  
PLANNING ORGANIZATION TO APPLY FOR FY2021 TRANSPORTATION DEMAND  
MANAGEMENT PROGRAM (TDM) FUNDING AND PROVIDE THE REQUIRED LOCAL  
MATCH**

**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 statutes, 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 Piepmeyer, 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) \_\_\_\_\_



## ***Unified Planning Work Program***

**Fiscal Year 2021**

**DRAFT 1/10/20**

**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-B-8 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.

MPO	Wilmington
FTA Code	442100 - Program Support Administration
Task Code	II-A-5
Title	Transit System Data
Task Objective	Collect and analyze data for route planning and submission to NTD
Tangible Product Expected	Accurate data from multiple data collection devices onboard Wave Transit vehicles and other sources to ensure compliance with National Transit Database requirements
Expected Completion Date of Products	June 2021
Previous Work	Collection of data and submission to NTD
Relationship	This is a collaborative effort of the Wilmington MPO and the Cape Fear Public Transportation Authority (Wave Transit)
Responsible Agency	CFPTA
SPR - Highway - NCDOT 20%	
SPR - Highway - F11WA 80%	
Section 104 (f) PL, Local 20%	
Section 104 (f) PL, FHWA 80%	
Section 5303 Local 10%	1,200
Section 5303 NCDOT 10%	1,200
Section 5303 FTA 80%	9,600
Section 5307 Transit - Local 10%	
Section 5307 Transit - NCDOT 10%	
Section 5307 Transit - FTA 80%	
Additional Funds - Local 100%	

MPO	Wilmington
FTA Code	442100 - Program Support Administration
Task Code	II-B-6
Title	Community Goals & Objectives
Task Objective	Interpret and communicate with members of the Authority and WMPO TCC and TAC adopted planning documents defining community goals and objectives
Tangible Product Expected	Service offerings that are compliant with adopted plans that outlined the goals of the community for public transportation in the region
Expected Completion Date of Products	June 2021
Previous Work	Communication of goals and objectives to decision makers and the public
Relationship	This is a collaborative effort of the Wilmington MPO and the Cape Fear Public Transportation Authority (Wave Transit)
Responsible Agency	CFPTA
SPR - Highway - NCDOT 20%	
SPR - Highway - F11WA 80%	
Section 104 (f) PL, Local 20%	
Section 104 (f) PL, FHWA 80%	
Section 5303 Local 10%	400
Section 5303 NCDOT 10%	400
Section 5303 FTA 80%	3,200
Section 5307 Transit - Local 10%	
Section 5307 Transit - NCDOT 10%	
Section 5307 Transit - FTA 80%	
Additional Funds - Local 100%	

MPO	Wilmington
FTA Code	442100 - Program Support Administration
Task Code	II-B-10
Title	Transit Element of the LRTP
Task Objective	Provide input to CAC, TCC and TAC regarding long range transit plans for the region
Tangible Product Expected	Informed decisions regarding long range public transportation plans leading to a realistic planning document for the region
Expected Completion Date of Products	June 2021
Previous Work	Provided input and educated decision makers regarding the federal and state public transportation program
Relationship	This is a collaborative effort of the Wilmington MPO and the Cape Fear Public Transportation Authority (Wave Transit)
Responsible Agency	CFPTA
SPR - Highway - NCDOT 20%	
SPR - Highway - F11WA 80%	
Section 104 (f) PL, Local 20%	
Section 104 (f) PL, FHWA 80%	
Section 5303 Local 10%	400
Section 5303 NCDOT 10%	400
Section 5303 FTA 80%	3,200
Section 5307 Transit - Local 10%	
Section 5307 Transit - NCDOT 10%	
Section 5307 Transit - FTA 80%	
Additional Funds - Local 100%	

MPO	Wilmington
FTA Code	442100 - Program Support Administration
Task Code	II-B-16
Title	Financial Planning
Task Objective	Plan capital and operating cost estimates to ensure fiscal compliance and maintain the adopted level of transit service
Tangible Product Expected	Short range financial plans based on current federal and state legislation to ensure that transit services are provided in a consistent manner utilizing the most economical and efficient methods
Expected Completion Date of Products	June 2021
Previous Work	Financial planning of the public transportation program
Relationship	This is a collaborative effort of the Wilmington MPO and the Cape Fear Public Transportation Authority (Wave Transit)
Responsible Agency	CFPTA
SPR - Highway - NCDOT 20%	
SPR - Highway - F11WA 80%	
Section 104 (f) PL, Local 20%	
Section 104 (f) PL, FHWA 80%	
Section 5303 Local 10%	800
Section 5303 NCDOT 10%	800
Section 5303 FTA 80%	6,400
Section 5307 Transit - Local 10%	
Section 5307 Transit - NCDOT 10%	
Section 5307 Transit - FTA 80%	
Additional Funds - Local 100%	

MPO	Wilmington
FTA Code	442100 - Program Support Administration
Task Code	III-C-1
Title	Title VI
Task Objective	Interpret and prepare Title VI documents and monitor Title VI efforts to ensure compliance with FTA approved Title VI program
Tangible Product Expected	Compliance with the Title VI circular and adopted Title VI program
Expected Completion Date of Products	June 2021
Previous Work	Title VI program development and compliance efforts
Relationship	This is a collaborative effort of the Wilmington MPO and the Cape Fear Public Transportation Authority (Wave Transit)
Responsible Agency	CFPTA
SPR - Highway - NCDOT 20%	
SPR - Highway - F11WA 80%	
Section 104 (f) PL, Local 20%	
Section 104 (f) PL, FHWA 80%	
Section 5303 Local 10%	800
Section 5303 NCDOT 10%	800
Section 5303 FTA 80%	6,400
Section 5307 Transit - Local 10%	
Section 5307 Transit - NCDOT 10%	
Section 5307 Transit - FTA 80%	
Additional Funds - Local 100%	

MPO	Wilmington
FTA Code	442100 - Program Support Administration
Task Code	III-C-3
Title	Minority Business Enterprise
Task Objective	Implement and monitor the MBE program to be compliant with adopted MBE program, update MBE goals as required, and undertake MBE outreach
Tangible Product Expected	MBE participation that is equal to or greater than the adopted and approved MBE goal
Expected Completion Date of Products	June 2021
Previous Work	MBE program oversight
Relationship	This is a collaborative effort of the Wilmington MPO and the Cape Fear Public Transportation Authority (Wave Transit)
Responsible Agency	CFPTA
SPR - Highway - NCDOT 20%	
SPR - Highway - F11WA 80%	
Section 104 (f) PL, Local 20%	
Section 104 (f) PL, FHWA 80%	
Section 5303 Local 10%	800
Section 5303 NCDOT 10%	800
Section 5303 FTA 80%	6,400
Section 5307 Transit - Local 10%	
Section 5307 Transit - NCDOT 10%	
Section 5307 Transit - FTA 80%	
Additional Funds - Local 100%	

MPO	Wilmington
FTA Code	442100 - Program Support Administration
Task Code	III-C-6
Title	Public Involvement
Task Objective	Hear and analyze public comment from monthly meetings of the Authority, email comments, written comments and other comments outlined in the Authority Public Involvement Program. Work with public to update LCP, LRTP, SRTP and other planning documents.
Tangible Product Expected	Make recommendations to appropriate parties from comments made to the Authority by members of the community
Expected Completion Date of Products	June 2021
Previous Work	Public comment
Relationship	This is a collaborative effort of the Wilmington MPO and the Cape Fear Public Transportation Authority (Wave Transit)
Responsible Agency	CFPTA
SPR - Highway - NCDOT 20%	
SPR - Highway - F11WA 80%	
Section 104 (f) PL, Local 20%	
Section 104 (f) PL, FHWA 80%	
Section 5303 Local 10%	800
Section 5303 NCDOT 10%	800
Section 5303 FTA 80%	6,400
Section 5307 Transit - Local 10%	
Section 5307 Transit - NCDOT 10%	
Section 5307 Transit - FTA 80%	
Additional Funds - Local 100%	



MPO	Wilmington
FTA Code	442100 - Program Support Administration
Task Code	III-E
Title	Management & Operations
Task Objective	MPO and CFPTA staff will conduct required administrative and operational tasks to support Wave Transit. Periodical reviews of administrative agreements and procedures. Staff will perform daily operations to disseminate planning information to the TAC/TCC committee members, the public and/or other agencies.
Tangible Product Expected	Compliance with FTA and NCDOT requirements, well informed community and elected officials about the public transit program, and functional system that meets the needs of the community
Expected Completion Date of Products	June 2021
Previous Work	Collection of data and submission to NTD
Relationship	This is a collaborative effort of the Wilmington MPO and the Cape Fear Public Transportation Authority (Wave Transit)
Responsible Agency	CFPTA
SPR - Highway - NCDOT 20%	
SPR - Highway - F11WA 80%	
Section 104 (f) PL, Local 20%	
Section 104 (f) PL, FHWA 80%	
Section 5303 Local 10%	4,136
Section 5303 NCDOT 10%	4,136
Section 5303 FTA 80%	33,086
Section 5307 Transit - Local 10%	
Section 5307 Transit - NCDOT 10%	
Section 5307 Transit - FTA 80%	
Additional Funds - Local 100%	

Wilmington Urban Area Metropolitan Planning Organization  
FY2021 Unified Planning Work Program  
Draft: January 10, 2020

TASK CODE	TASK DESCRIPTION	SEC. 104 (f) PL			STBGP-DA			SECTION 5303				TDM			TASK FUNDING SUMMARY		
		Highway / Transit			Highway / Transit			Transit / Highway				Transit			LOCAL	NCDOT	FEDERAL
		LOCAL 20%	FHWA 80%	Total 100%	LOCAL 20%	FHWA 80%	Total 100%	LOCAL 10%	NCDOT 10%	FTA 80%	Total 100%	LOCAL 50%	NCDOT 50%	Total 100%			
II-A	<u>SURVEILLANCE OF CHANGE</u>																
II-A-1	Traffic Volume Counts	13,000	52,000	65,000			-				-				13,000	-	52,000
II-A-2	Vehicle Miles of Travel	50	200	250			-				-				50	-	200
II-A-3	Street Systems Changes	-	-	-			-				-				-	-	-
II-A-4	Traffic Accidents	50	200	250			-				-				50	-	200
II-A-5	Transit System Data	100	400	500	600	2,400	3,000	1,200	1,200	9,600	12,000				1,900	1,200	12,400
II-A-6	Dwelling Unit, Pop. & Emp. Change	600	2,400	3,000			-				-				600	-	2,400
II-A-7	Air Travel	-	-	-			-				-				-	-	-
II-A-8	Vehicle Occupancy Rates	-	-	-			-				-				-	-	-
II-A-9	Travel Time Studies	50	200	250			-				-				50	-	200
II-A-10	Mapping	-	-	-	15,250	61,000	76,250				-				15,250	-	61,000
II-A-11	Central Area Parking Inventory	-	-	-			-				-				-	-	-
II-A-12	Bike & Ped. Facilities Inventory	800	3,200	4,000			-				-				800	-	3,200
															-	-	-
II-B	<u>LONG RANGE TRANSPORTATION PLANNING</u>																
II-B-1	Collection of Base Year Data	-	-	-			-				-				-	-	-
II-B-2	Collection of Network Data	-	-	-			-				-				-	-	-
II-B-3	Travel Model Updates	100	400	500			-				-				100	-	400
II-B-4	Travel Surveys	-	-	-			-				-				-	-	-
II-B-5	Forecast of Data to Horizon Year	-	-	-			-				-				-	-	-
II-B-6	Community Goals & Objectives	2,000	8,000	10,000			-	400	400	3,200	4,000				2,400	400	11,200
II-B-7	Forecast of Future Travel Patterns	-	-	-			-				-				-	-	-
II-B-8	Capacity Deficiency Analysis	200	800	1,000			-				-				200	-	800
II-B-9	Highway Element of th LRTP	4,800	19,200	24,000			-				-				4,800	-	19,200
II-B-10	Transit Element of the LRTP	400	1,600	2,000			-	400	400	3,200	4,000				800	400	4,800
II-B-11	Bicycle & Ped. Element of the LRTP	4,000	16,000	20,000			-				-				4,000	-	16,000
II-B-12	Airport/Air Travel Element of LRTP	1,000	4,000	5,000			-				-				1,000	-	4,000
II-B-13	Collector Street Element of LRTP	600	2,400	3,000			-				-				600	-	2,400
II-B-14	Rail, Water or other mode of LRTP	1,500	6,000	7,500			-				-				1,500	-	6,000
II-B-15	Freight Movement/Mobility Planning	1,600	6,400	8,000			-				-				1,600	-	6,400
II-B-16	Financial Planning	400	1,600	2,000			-	800	800	6,400	8,000				1,200	800	8,000
II-B-17	Congestion Management Strategies	1,200	4,800	6,000			-				-				1,200	-	4,800
II-B-18	Air Qual. Planning/Conformity Anal.	-	-	-			-				-				-	-	-
III-A	<u>PLANNING WORK PROGRAM</u>	224	896	1,120			-				-				224	-	896
III-B	<u>TRANSPORTATION IMPROVEMENT PROGRAM</u>	500	2,000	2,500			-				-				500	-	2,000
III-C	<u>CVL RGTS. CMP./OTR. REG. REQS.</u>			-			-				-						
III-C-1	Title VI	100	400	500			-	800	800	6,400	8,000				900	800	6,800
III-C-2	Environmental Justice	200	800	1,000			-				-				200	-	800
III-C-3	Minority Business Enterprise	100	400	500			-	800	800	6,400	8,000				900	800	6,800
III-C-4	Planning for the Elderly & Disabled	50	200	250			-				-				50	-	200
III-C-5	Safety/Drug Control Planning	-	-	-			-				-				-	-	-
III-C-6	Public Involvement	1,000	4,000	5,000			-	800	800	6,400	8,000				1,800	800	10,400
III-C-7	Private Sector Participation	250	1,000	1,250			-				-				250	-	1,000
															-	-	-
III-D	<u>INCIDENTAL PLNG./PROJECT DEV.</u>			-			-				-				-	-	-
III-D-1	Transportation Enhancement Plng.	-	-	-			-				-				-	-	-
III-D-2	Enviro. Analysis & Pre-TIP Plng.	100	400	500			-				-				100	-	400
III-D-3	Special Studies: Staff Time / Planning	2,000	8,000	10,000			-				-				2,000	-	8,000
III-D-3	Special Studies: Streetlight Data Purchase	-	-	-	10,000	40,000	50,000				-				10,000	-	40,000
III-D-3	Special Studies: Pender County Future Plan	-	-	-	10,000	40,000	50,000				-				10,000	-	40,000
III-D-3	Special Studies: Strategies	-	-	-	2,000	8,000	10,000				-				2,000	-	8,000
III-D-4	Regional or Statewide Planning	100	400	500			-				-				100	-	400
															-	-	-
III-E	<u>MANAGEMENT &amp; OPERATIONS</u>	33,570	134,281	167,851	85,688	342,751	428,439	4,136	4,136	33,086	41,357	61,800	61,800	123,600	185,194	4,136	571,918
TOTALS		\$70,644	\$282,577	\$353,221	\$123,538	\$494,151	\$617,689	\$9,336	\$9,336	\$74,686	\$93,357	\$61,800	\$61,800	\$123,600	\$265,318	\$9,336	\$913,214
																	\$1,187,867

## Anticipated DBE Contracting Opportunities for FY 2021

Name of MPO: Wilmington Urban Area MPO

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

Prospectus Task Code	Prospectus Description	Name of Agency Contracting Out	Type of Contracting Opportunity (Consultant, etc.)	Federal Funds to be Contracted Out	Total Funds to be Contracted Out
III-D-3	Special Studies	City of Wilmington	Consultant	\$40,000	\$50,000
III-D-3	Special Studies	City of Wilmington	Consultant	\$40,000	\$50,000
III-D-3	Special Studies	City of Wilmington	Consultant	\$8,000	\$10,000

**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 26<sup>th</sup> day of February, 2020.

\_\_\_\_\_  
David Piepmeyer, Chair

\*\*\*\*\*

Subscribed and sworn to me this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**WILMINGTON URBAN AREA METROPOLITAN PLANNING ORGANIZATION  
BOARD**

**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 ISTEA 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 26<sup>th</sup> day of February, 2020.

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David Piepmeyer, Chair

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Mike Kozlosky, Secretary

**WILMINGTON URBAN AREA METROPOLITAN PLANNING ORGANIZATION  
BOARD**

**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 Sheriff'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 it 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.

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David Piepmeyer, Chair

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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	MITIGATION	FY 2020 - (T) \$300,000
STATEWIDE	MINIMIZATION.		FY 2021 - (T) \$300,000
PROJ.CATEGORY	<u><b>ADD FUNDS NOT PREVIOUSLY PROGRAMMED.</b></u>		FY 2022 - (T) \$300,000
DIVISION			FY 2023 - (T) \$300,000
			FY 2024 - (T) \$300,000
			FY 2025 - (T) \$300,000
			FY 2026 - (T) \$300,000
			FY 2027 - (T) \$300,000
			FY 2028 - (T) \$300,000
			FY 2029 - (T) \$300,000
			FY 2030 - (T) \$300,000
			FY 2031 - (T) \$300,000
			FY 2032 - (T) \$300,000
			<u>\$3,900,000</u>

* M-0539REG	VARIOUS, ENVIRONMENTAL MITIGATION AND	MITIGATION	FY 2020 - (T) \$300,000
STATEWIDE	MINIMIZATION.		FY 2021 - (T) \$300,000
PROJ.CATEGORY	<u><b>ADD FUNDS NOT PREVIOUSLY PROGRAMMED.</b></u>		FY 2022 - (T) \$300,000
REGIONAL			FY 2023 - (T) \$300,000
			FY 2024 - (T) \$300,000
			FY 2025 - (T) \$300,000
			FY 2026 - (T) \$300,000
			FY 2027 - (T) \$300,000
			FY 2028 - (T) \$300,000
			FY 2029 - (T) \$300,000
			FY 2030 - (T) \$300,000
			FY 2031 - (T) \$300,000
			FY 2032 - (T) \$300,000
			<u>\$3,900,000</u>

* M-0539SW	VARIOUS, ENVIRONMENTAL MITIGATION AND	MITIGATION	FY 2020 - (T) \$400,000
STATEWIDE	MINIMIZATION.		FY 2021 - (T) \$400,000
PROJ.CATEGORY	<b><u>ADD FUNDS NOT PREVIOUSLY PROGRAMMED</u></b>		FY 2022 - (T) \$400,000
STATEWIDE			FY 2023 - (T) \$400,000
			FY 2024 - (T) \$400,000
			FY 2025 - (T) \$400,000
			FY 2026 - (T) \$400,000
			FY 2027 - (T) \$400,000
			FY 2028 - (T) \$400,000
			FY 2029 - (T) \$400,000
			FY 2030 - (T) \$400,000
			FY 2031 - (T) \$400,000
			FY 2032 - (T) <u>\$400,000</u>
			\$5,200,000





305 Chestnut Street  
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Ph: (910) 341-3258  
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www.wmpo.org

## MEMORANDUM

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

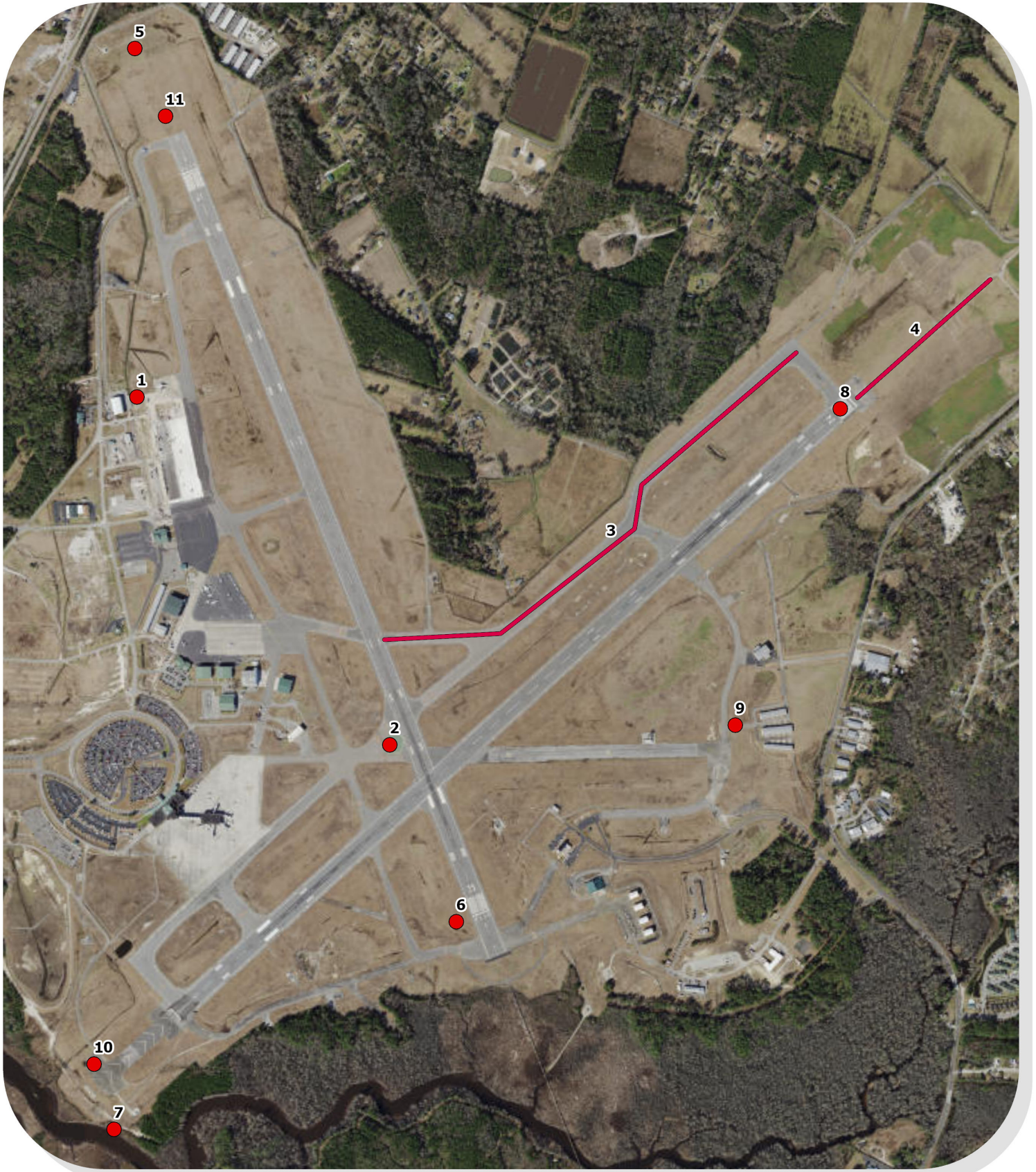
The North Carolina Department of Transportation (NCDOT) Strategic Prioritization Office of Transportation (SPOT) released a schedule outlining the Prioritization 6.0 (P6.0) process. The P6.0 process includes a submittal window of October 2019 through May 2020 to allow MPOs, RPOs, and Division Engineers 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 Taxilane
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



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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 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

# WMPO Prioritization 6.0 Potential Submittals: Bicycle and Pedestrian Projects



— / ● Bike/Ped Projects

0 0.25 0.5 Miles



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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 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



# WMPO Prioritization 6.0 Potential Submittals: Freight Rail Projects



— / ● Freight Rail Projects

0 1.5 3 Miles



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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 Public Transportation Submittals

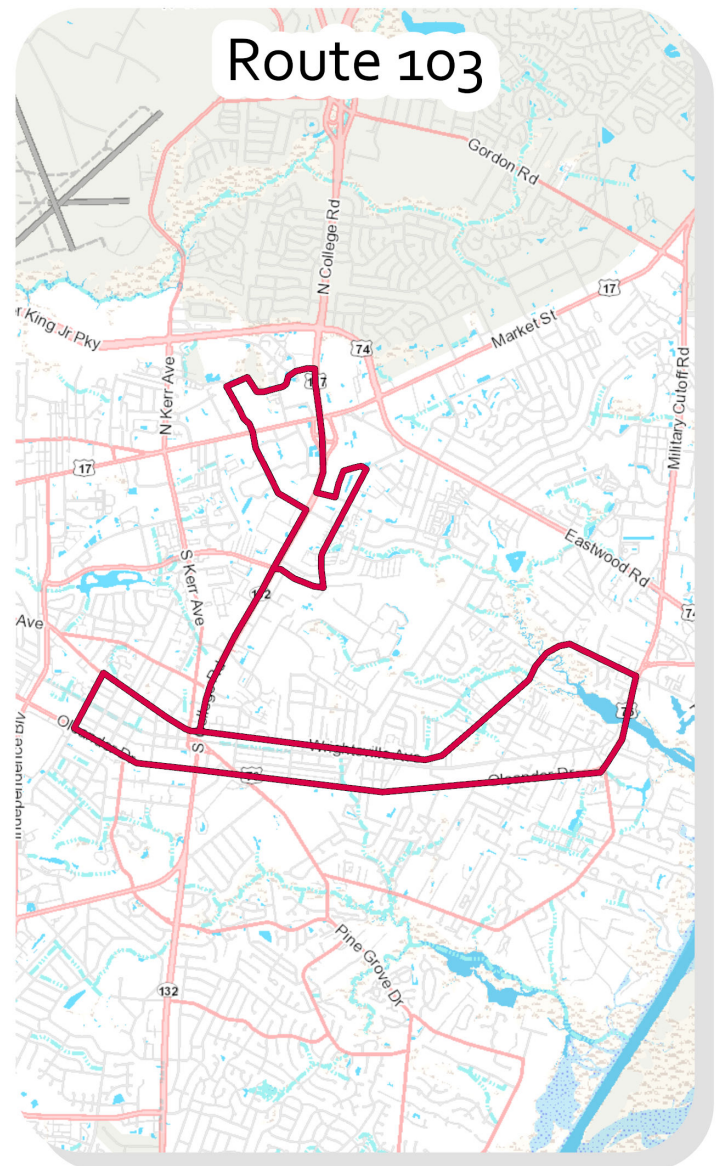
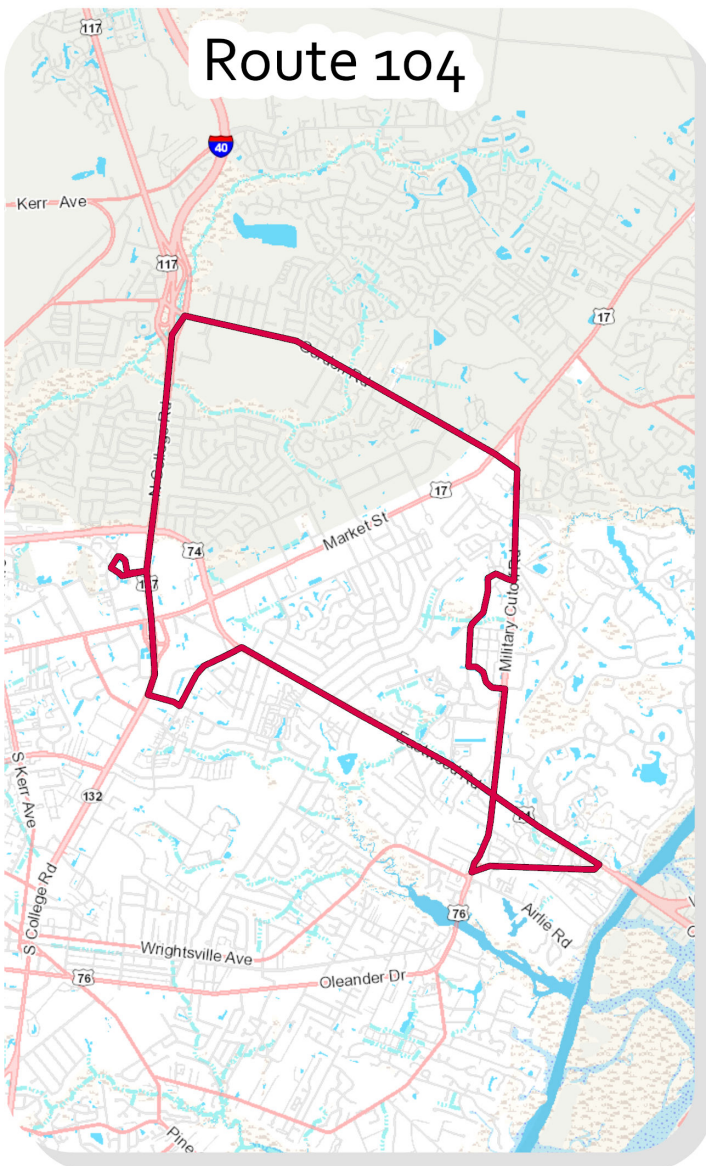
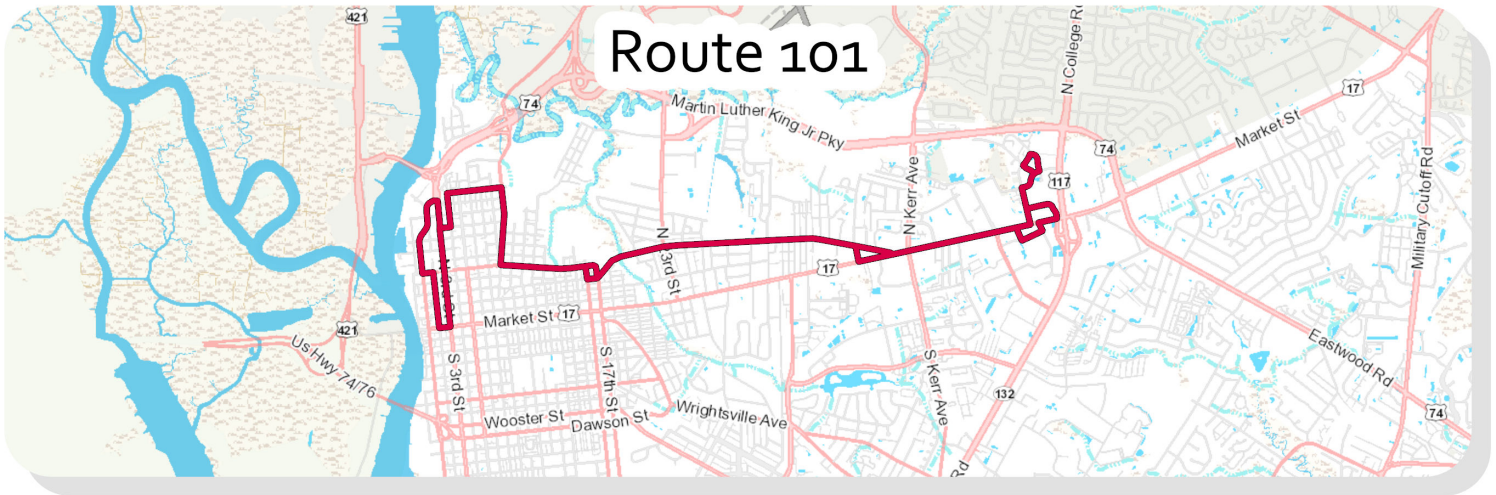
The North Carolina Department of Transportation (NCDOT) Strategic Prioritization Office of Transportation (SPOT) released a schedule outlining the Prioritization 6.0 (P6.0) process. The P6.0 process includes a submittal window of October 2019 through May 2020 to allow MPOs, RPOs, and Division Engineers 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 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 17<sup>th</sup> Street)



# WMPO Prioritization 6.0 Potential Submittals: Public Transportation Projects (1 of 4)



— Public Transportation Project

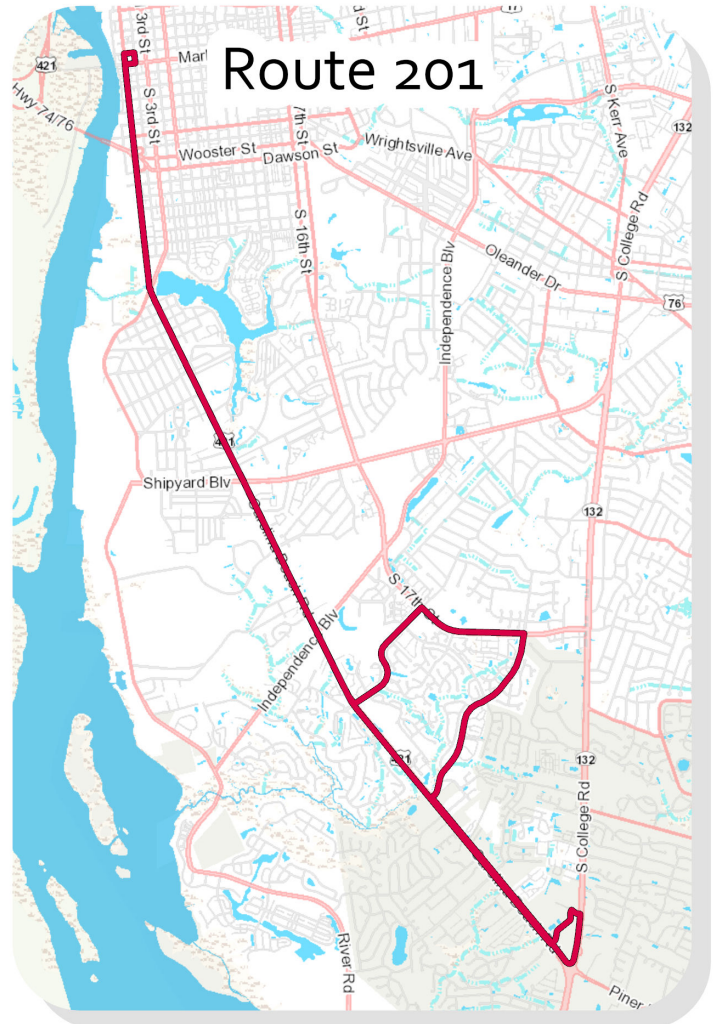
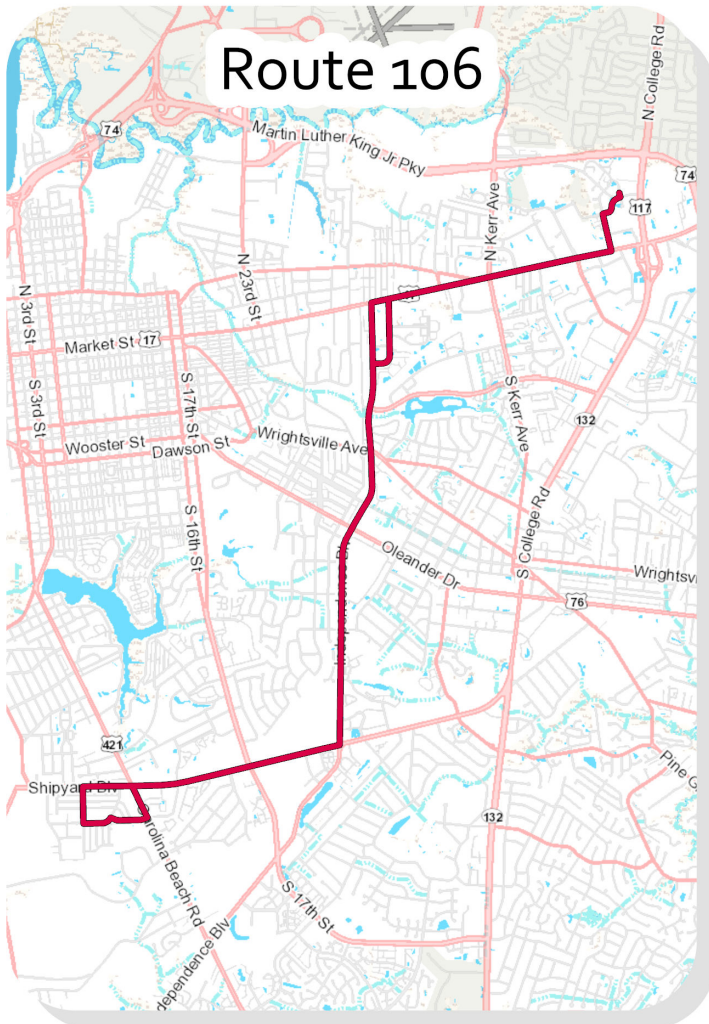
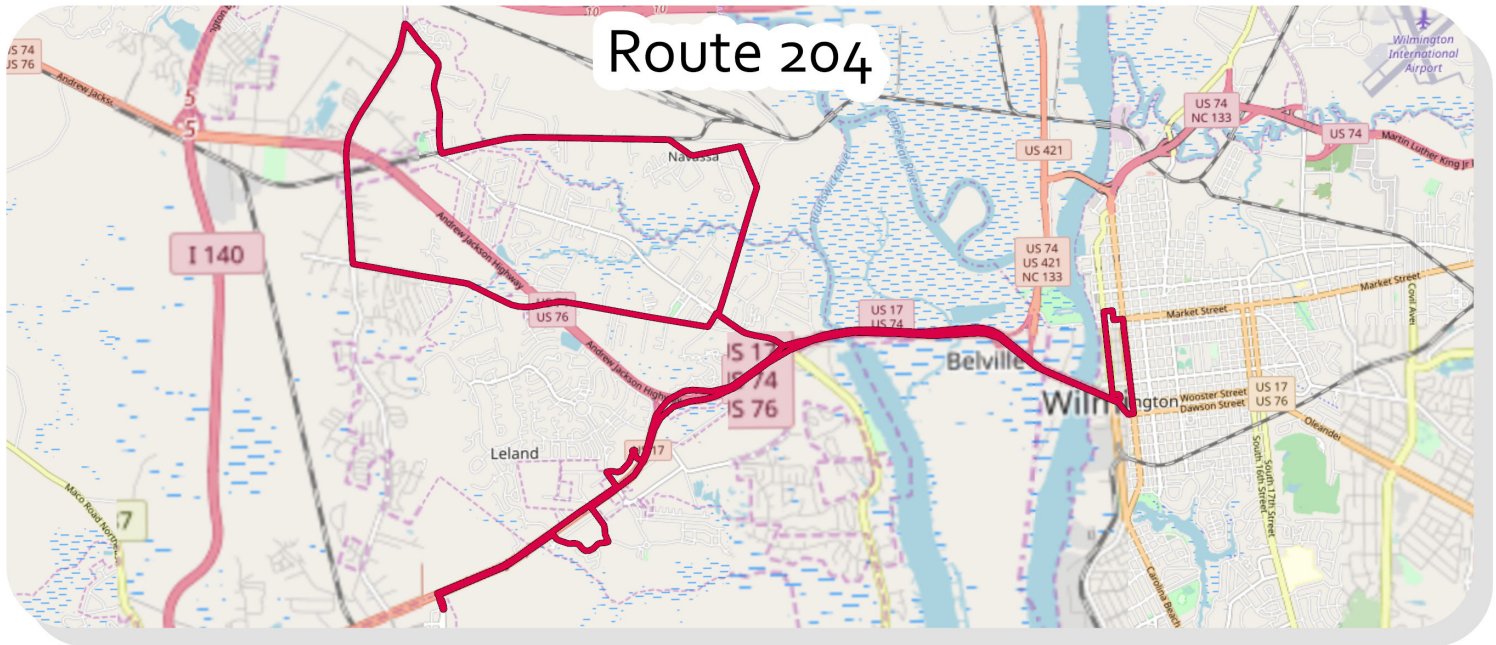
0 0.75 1.5 Miles



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# WMPO Prioritization 6.0 Potential Submittals: Public Transportation Projects (2 of 4)



— Public Transportation Project

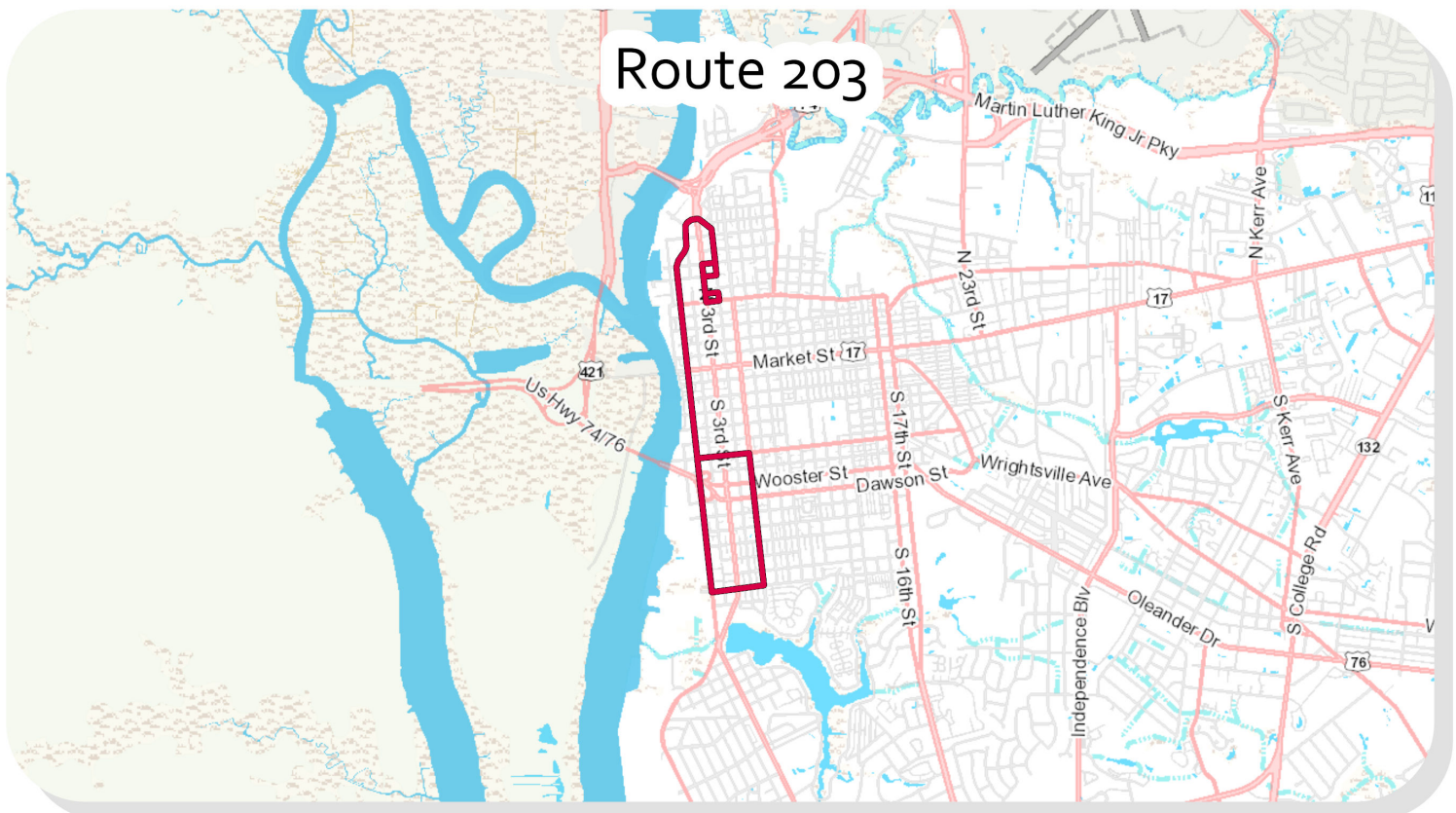
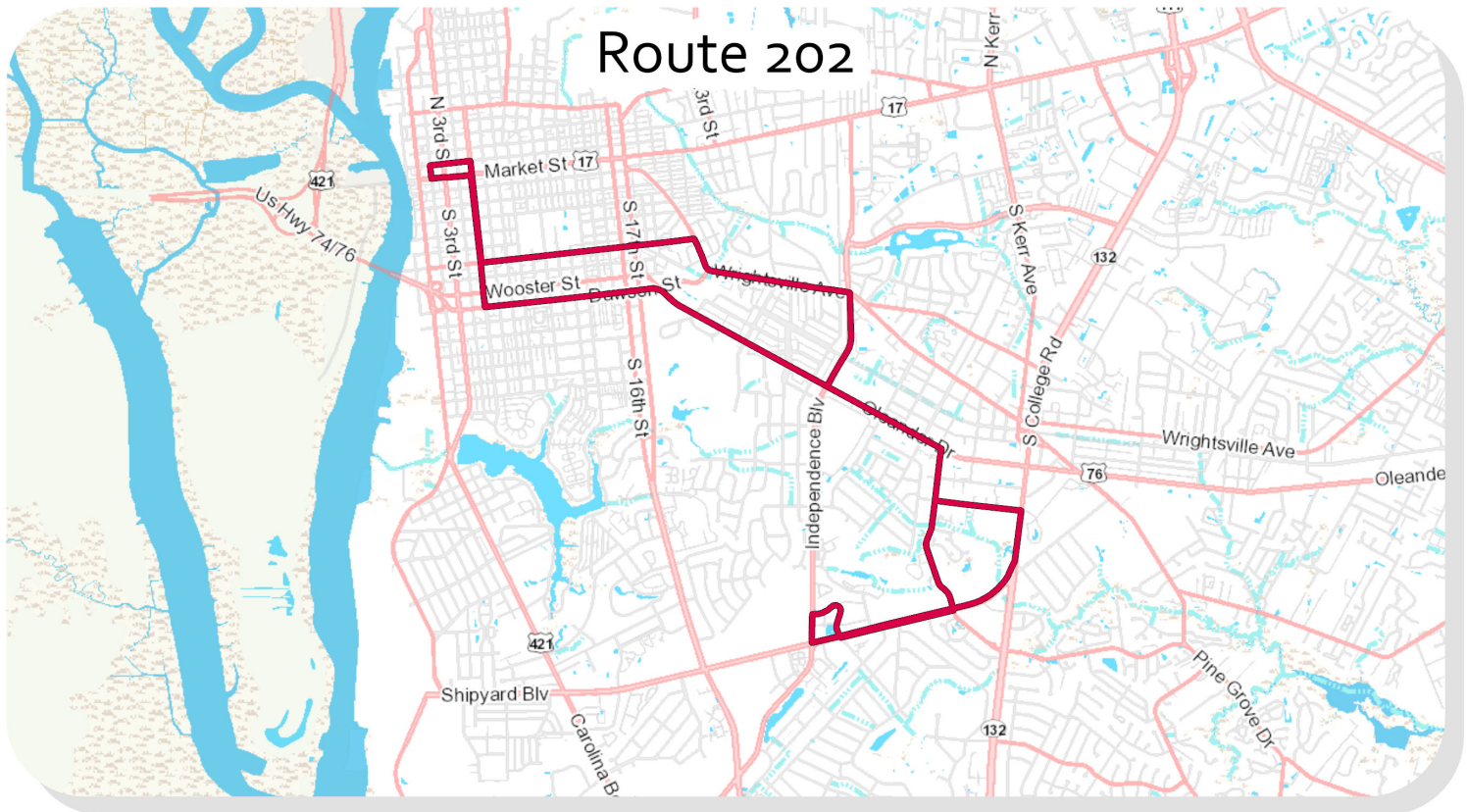
0 0.75 1.5 Miles



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# WMPO Prioritization 6.0 Potential Submittals: Public Transportation Projects (3 of 4)



— Public Transportation Project

0 0.75 1.5 Miles



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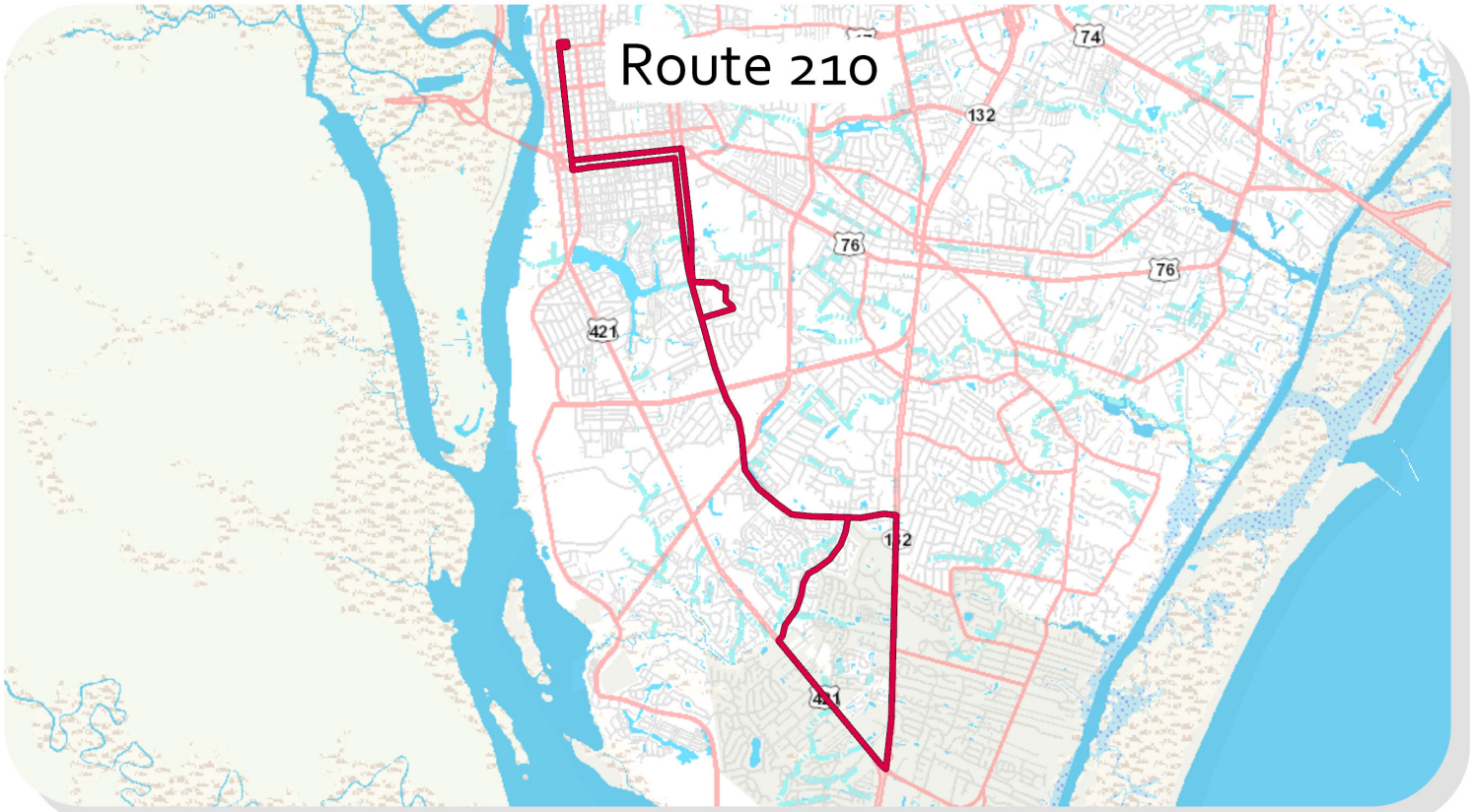


# WMPO Prioritization 6.0 Potential Submittals: Public Transportation Projects (4 of 4)

Route 205



Route 210



— Public Transportation Project

0 1 2 Miles



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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 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 (17<sup>th</sup> 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 23<sup>rd</sup> 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)
11. R-49 US 117/Shipyard Boulevard Widening (US 421/Carolina Beach Road to US 117/Shipyard Boulevard)
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)

Wilmington Urban Area Metropolitan Planning Organization

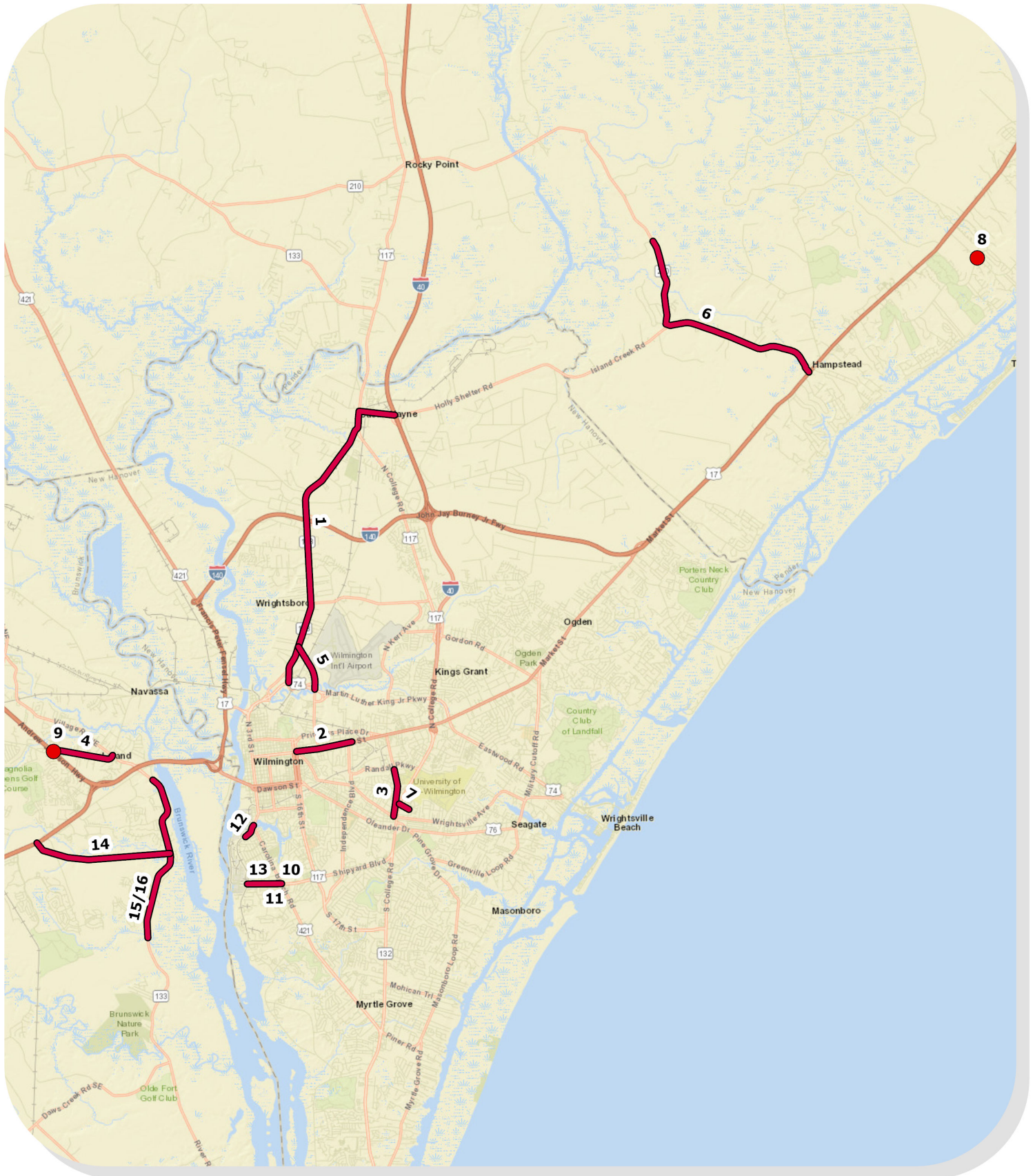
City of Wilmington • Town of Carolina Beach • Town of Kure Beach • Town of Wrightsville Beach  
County of New Hanover • Town of Belville • Town of Leland • Town of Navassa • County of Brunswick  
County of Pender • Cape Fear Public Transportation Authority • North Carolina Department of Transportation

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16. R-53 NC133 River Road Widening (Westport Drive to Rabon Way SE)



# WMPO Prioritization 6.0 Potential Submittals: Roadway Projects



— / ● Roadway Projects

0 1.5 3 Miles



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**WILMINGTON URBAN AREA MPO**  
**FEBRUARY 2020**

**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 VanCleeef 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 VanCleaf 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 7<sup>th</sup>.
- Revised 100% plans and specs sent to DOT for final review on December 23, 2019. Comments returned on December 30<sup>th</sup> and January 10<sup>th</sup>. Revised plans to address latest comments sent to NCDOT on January 30<sup>th</sup>.
- 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 acquisition underway. Expect to complete acquisition of temporary and permanent easements by February 10, 2020.
- Right of way Certification- TBD
- Encroachment agreement needed once right-of-way finalized. Encroachment Agreement application send to NCDOT on January 7<sup>th</sup>.
- Revised 100% plans and specs sent to DOT for final review on December 23, 2019. Comments returned on December 30<sup>th</sup> and January 10<sup>th</sup>. Revised plans to address latest comments sent to NCDOT on January 30<sup>th</sup>.
- 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 7<sup>th</sup>.
- Revised 100% plans and specs sent to DOT for final review on December 23, 2019. Comments returned on December 30<sup>th</sup> and January 10<sup>th</sup>. Revised plans to address latest comments sent to NCDOT on January 30<sup>th</sup>.
- 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 Descriptions/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 Descriptions/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- 21<sup>ST</sup> 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
  - a. New website [www.GoCoastNC.org](http://www.GoCoastNC.org) live on January 6, 2020. TDM Coordinator posted weekly on social media throughout January to drive traffic to the site.
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 ordinance 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
8. Writing Short Range TDM Plan
9. Begun planning for 31st Annual River To Sea Bike Ride and Bike Month
10. Go Coast Bicycle Helmet Grant will work in conjunction with Watch For Me NC to provide helmets and lights to WMPO region residents.



## Cape Fear Public Transportation Authority

### Project Update

February 2020

#### 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.

Projects in Development									
Project Manager	TIP	PO	Description	County	ROW_	Delay (Years) From Draft	LET_	Delay (Years) from Draft	Comment*
						CON			
Mike Bass	U-5710A	WMPO	US 74 (Eastwood Road)- construct roadway on new location between US 17 (Military Cutoff Road) & US 74 (Eastwood Road)	New Hanover	IP	2020	2020		Postponed from January to April
Eric Murray	W-5601DH	WMPO	3rd St and Dock St Intersection	New Hanover/ Pender	IP	2021	2020	1	Awarding has been delayed 1 year
Trace Howell	R-3300B	WMPO/CFRPO	Hampstead Bypass		IP	2021			
Eric Murray	W-5703C	WMPO	Monkey Junction Pedestrain Improvements	New Hanover	TBD	2021			
Derek Pielech	B-4590	WMPO	Replace Bridge 29 on Cornelius Harnett Dr/Castle Hayne Rd over Smith Creek	New Hanover	IP	2021	2021	1	12MILL 1 year Delay
Eric Murray	U-5914 15bpr.19	WMPO	Widen NC 133 from US 17/74/76 to Old River Rd New Hanover 21 on US 76 over Banks Channel	Brunswick New Hanover	IP TBD	2020 2022	2020 2022	1 1	12MILL 1 year Delay
Krista Kimmel	U-5926	WMPO	New Route from 23rd St to 26th St	New Hanover	2020	2022	2022		PE Resumes in January
Rail Division	P-5740	WMPO	Wilmington Rail At-Grade Crossing Improvement	New Hanover	2022	2023	2023		
Brian Harding	U-5729	WMPO	US 421 Carolina Beach Rd Median with intersection improvement at Shipyard and US 421	New Hanover	IP	2023	2023		PE Resumes in January
TBD	W-5703R	WMPO	NC 132 (South College Rd) and Braggs Drive turn lanes	New Hanover/ Pender	2022	2022			
Trace Howell	R-3300A	WMPO	Hampstead Bypass (US 17 from Military Cutoff Rd to NC 210)		IP	2023	2023	2	
Mike Bass	U-5710	WMPO	US 74 (Eastwood Rd) at US 17 (Military Cutoff Rd)	New Hanover	IP	2023	2023	1	PE Resumes in January
Krista Kimmel	U-3338C	WMPO	Kerr Ave Interchange at MLK	New Hanover	IP	2023	2023	3	PE, Utility Design, and Appraisals Resuming; ROW Acquisition beginning April 2020
Brian Harding	U-5863	WMPO	NC 133 - Castle Hayne Rd from I-140 to Division Dr	New Hanover	2021	2024	2024		
Trace Howell	U-5790	WMPO	Monkey Junction Interchange	New Hanover	2022	2024	2024		
Brian Harding	U-5731	WMPO	US 74 at US 17/US 421 Flyover	New Hanover	2020	2024	2024	1	PE Resumes in January
Krista Kimmel	U-4902C	WMPO	US 17 Bus - Market St Median & Interchange	New Hanover	IP	2024	2024	4	PE Resumes in January
Brian Harding	U-5954	WMPO	NC 133 at 23rd St Roundabout	New Hanover	2022	2024	2024		
Krista Kimmel	U-4902B	WMPO	US 17 Bus - Market St Median - Railroad to MLK	New Hanover	IP	2025	2025		
Krista Kimmel	U-4434	WMPO	Independence Boulevard Extension	New Hanover	2022	2025	2025		Draft Environmental Impact Statement Completed
Lydia	I-6038	WMPO	I-140 from US 421 to US74/US76 pavement rehab	Brunswick, New Hanover	N/A	2026	2026		
Lydia	I-6037	WMPO	I-140 from US 421 to I-40 pavement and bridge rehab	New Hanover	N/A	2026	2026		
Trace Howell	U-5702A	WMPO	College Rd from New Centre to Shipyard	New Hanover	2023	2026	2026	1	
Trace Howell	U-5704	WMPO	US 17 (Oleander) at College	New Hanover	2023	2026	2026	1	
Trace Howell	U-5792	WMPO	MLK at College	New Hanover	2024	2026	2026	2	Let with U-5881
Trace Howell	U-5732	WMPO/CFRPO	US 17 Hampstead Median Project	Pender	IP	2027	2027	4	
None	U-6199	WMPO	Wilmington Citywide Signal System Upgrade	New Hanover	2025	2027	2027		
Krista Kimmel	U-6201	WMPO	Kerr avenue Extension from Wrightsville Avenue to Oleander Dr	New Hanover	2025	2027	2027		
Brian Harding	U-5734	WMPO	US 421 Front St Widening	New Hanover	2025	2028	2028	3	
Trace Howell	U-5881	WMPO	College Rd from Gordon Rd to New Centre	New Hanover	2025	2028	2028	3	Let with U-5792
Trace Howell	U-5732A	WMPO/CFRPO	Dan Owen Connector	Pender	2017	2019			Construction By State Forces
Brian Harding	U-6128	WMPO	US 76 (Oleander Dr) and Greenville Loop Rd/Greenville Avenue Dual Lefts	New Hanover	2029	PY	PY		
Brian Harding	U-6202	WMPO	Widen Gordon Rd to 4 lanes from US 17 Market St to I-40	New Hanover	2025	PY	PY		
Trace Howell	U-5702B	WMPO	College Rd Access management improvement from Carolina Beach Rd to Shipyard Blvd	New Hanover	2025	PY	PY	1	

Project is on hold

Exception Granted

Suspension Lifted

Date Completed:

PO:

Contact:

2/4/2020

WMPO

Caitlin Marks

910-341-2000

cmmarks@ncdot.gov

Projects Under Construction						
Contract Number	Resident	TIP/WBS/Program	County	Description	Estimated Completion	Percent Complete
DC00218	Adam Britt	N/A	New Hanover	Snow Cut (#30) on US 421 over SR 1532 Feder replace	Feb-20	92.84%
DC00274	Alex Stewart	N/A	New Hanover	New Hanover Hurricane Pipe Replacement (Group E)	Mar-20	41.06%
C204282	Alex Stewart	15403.1065027	New Hanover	Bridge on US 421 over Fishing Creek 4 miles N of I-140	Jul-20	63.27%
DC00254	Lydia McKeel	R-5783C/D	Brunswick, Duplin, New Hanover, Onslow, Pender, Sampson	2019 TAP Curb Ramp	May-20	69.36%
DC00231	Daniel Jones	R-3601(L)	Brunswick	Landscaping for the Diverging Diamond at US 74/76 and NC 133	Jun-20	87.24%
DC00268	TBD	I-5760A	New Hanover	I-140 from I-40 to US 421 Open Grated Friction Course	Aug-20	0%
C204203	Alex Stewart	HVBP	New Hanover	Isabel Holmes Bridge (#11, US 74) Girder repair, upgrade paint/structural steel, replace grid floor	Mar-21	34.23%
DC00265	TBD	N/A	Currituck, Duplin, New Hanover, Pender	Long Line Pavement Marking	Nov-21	0%
C203980	Alex Stewart	U-4751	New Hanover	Military Cutoff Rd Extension from Market St to the Wilmington Bypass with an interchange at the Bypass	Apr-22	28.23%
C204319	Alex Stewart	U-4902D	New Hanover	Superstreet median on Market St (US 17 BUS) from Marsh Oaks Dr to Lendire Dr	Nov-22	12.75%
TBD	Alex Stewart	HVBP	New Hanover	Banks Channel (#21, US 76) girder repair, clean and paint bearings, epoxy caps	TBD	TBD
TBD	Alex Stewart	HVBP	New Hanover	Cape Fear (#48, I-140 E) Shear Strengthen	TBD	TBD
TBD	Alex Stewart	HVBP	New Hanover	Cape Fear (#49, I-140W) Shear Strengthen	TBD	TBD
Availability: January 6, 2020						

Resurfacing									
Contract Number	Contract Year	County	Resident	TIP	MPO/RPO	Map	Routes	Estimated Completion	Percent Complete
C204135	2018	✓ Hanover/Brunswick	Lydia McKeel	N/A	WMPO	0	US 421/US 76/NC 132 and various SRs (New Hanover Resurfacing)	Feb-20	68.65%



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

February 2020

Nazia Sarder  
Transportation Engineer  
NCDOT Transportation Planning Division  
1 South Wilmington Street  
Raleigh, NC 27601

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 Nastasha 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.

*Mailing Address:*  
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*Customer Service:* 1-877-368-4968

*Website:* [www.ncdot.gov](http://www.ncdot.gov)

*Location:*  
1 SOUTH WILMINGTON STREET  
RALEIGH, NC 27601

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*