



GoTriangle
Board of Trustees
May 24, 2023
12:00 pm-2:30 pm Eastern Time

The GoTriangle Board of Trustees has resumed in-person meetings. The public is encouraged to use the remote option.

Microsoft Teams meeting | Join on your computer or mobile app

Click here to join the meeting

*Or call in (audio only) +1 252-210-4099
Phone Conference ID: # 630 947 572#*

I. Call to Order and Adoption of Agenda

(1 minute Sig Hutchinson)

ACTION REQUESTED: Adopt agenda with any changes requested.

II. Public Hearing | FY2024 Proposed Budget

(Sig Hutchinson)

III. Public Comment

(Sig Hutchinson)

The public comment period is held to give citizens an opportunity to speak on any item. The session is no more than thirty minutes long and speakers are limited to no more than three minutes each. Speakers are required to sign up in advance with the Clerk to the Board at mdawson@gotriangle.org.

IV. Consent Agenda

(1 minute Sig Hutchinson)

Items listed on the consent agenda are considered as a single motion. At the request of any Board member, or member of the public, items may be removed from the consent agenda and acted on by a separate motion. Items pulled from the consent agenda will be placed at the beginning of the general business agenda for discussion and action. Any Board member wishing to remove an item from the consent agenda should advise staff in advance.

ACTION REQUESTED: Approve consent agenda.

A. Work Session Minutes | April 19, 2023

B. Closed Session Minutes | April 19, 2023

C. Regular Session Minutes | April 28, 2023

V. General Business Agenda

Items listed on the general business agenda are for discussion and possible action. Such designation means that the Board intends to discuss the general subject area of that agenda item before making any motion concerning that item.

A. Items Removed from the Consent Agenda

(1 minute Sig Hutchinson)

ACTION REQUESTED: Discuss and take action on any items removed from the consent agenda.

B. Operations & Finance Committee Report

(5 minutes Michael Parker)

1. Durham and Orange County Transit Governance Documents

(20 minutes Katharine Eggleston, Sandra Freeman, Steven Schlossberg)

ACTION REQUESTED: Approve the Durham and Orange County Transit Governance documents.

Presentation

(Adam Howell)

Durham Comprehensive Participation Agreement

Durham Financial Policies and Procedures

Exhibit A | GoTriangle Financial Policies & Procedures

Durham Work Program Amendment Policies

Durham SWG Bylaws and Operating Procedures

Orange Comprehensive Participation Agreement

Exhibit A | Orange ILA

Orange Financial Policies and Procedures

Exhibit A | GoTriangle Financial Policies & Procedures

Orange Work Program Amendment Policies

Orange SWG Bylaws and Operating Procedures

2. FY2023 Transit Plan Actual Carryover Reauthorization

(5 minutes Steven Schlossberg)

ACTION REQUESTED: Approve the FY2023 carryover reauthorization and adopt the budget ordinance amendments 0002 - 0005.

Ordinance 2023 0002 FY23 Triangle Tax District - Orange Capital Fund Reauthorization

Ordinance 2023 0003 FY23 Triangle Tax District - Durham Capital Fund Reauthorization

Ordinance 2023 0004 FY23 Triangle Tax District - Wake
Operating Fund Reauthorization

Ordinance 2023 0005 FY23 Triangle Tax District - Wake
Capital Fund Reauthorization

**3. Durham Transit FY2023 Q4 Work Plan and Budget
Amendments**

(5 minutes Steven Schlossberg)

ACTION REQUESTED: Approve the FY2023 Q4 Durham
Transit Work Plan amendments and adopt budget ordinance
amendment 0006.

Ordinance 2023 0006 FY23 Triangle Tax District - Durham
Capital Fund Amendment

Budget Change Impact

Detailed project amendment request

**4. Orange Transit FY2023 Q4 Work Plan and Budget
Amendments**

(5 minutes Steven Schlossberg)

ACTION REQUESTED: Approve the FY2023 Q4 Orange
Transit Work Plan amendments and adopt budget ordinance
amendment 0007.

Ordinance 2023 0007 FY23 Triangle Tax District - Orange
Capital Fund Amendment

Budget Change Impact

Detailed project amendment request

5. Transit Operations Vehicle Purchase Authorization

(5 minutes Darrick Harris)

ACTION REQUESTED: Authorize the President/CEO to
execute a contract for the purchase of five (5) battery electric
low floor plus buses with associated maintenance equipment
from Gillig Corporation for fixed route service not to exceed
the maximum dollar amount of \$5,913,175.

C. FY2024 Budget | First Reading

(15 minutes Sandra Freeman)

ACTION REQUESTED: Authorize staff to include 100% of the
vehicle rental tax revenues in GoTriangle's proposed FY2024
budget.

D. Fare Restoration Decision

(15 minutes Katharine Eggleston)

ACTION REQUESTED: Provide direction on returning to fares
for the final FY24 budget, or considering returning to fares in the
FY25 draft budget.

Title VI Fare Equity Analysis
Public Engagement Summary Report
2019 Adopted Fare Structure

E. Durham Transit Plan

(15 minutes Katharine Eggleston)

ACTION REQUESTED: Approve the Durham Transit Plan

Presentation

(Ellen Beckmann)

Durham County Transit Plan

Appendix

F. New Business

VI. Other Business

A. President & CEO's Report

(5 minutes Charles Lattuca)

Contracts

New Hires & Promotions

Capital Projects Status Report

1. Operations Update

(5 minutes Vinson Hines)

2. Real Estate Update | CSX Corridor

(5 minutes Gary Tober)

B. General Counsel's Report

(5 minutes Byron Smith)

C. Chair's Report

(5 minutes Sig Hutchinson)

D. Board Member Reports

1. CAMPO Executive Board Representative

(5 minutes Sig Hutchinson)

2. Regional Transportation Alliance (RTA) Rep.

(5 minutes Sig Hutchinson)

3. DCHC MPO Board Representative

(5 minutes Michael Parker)

4. Raleigh InterCity Visit

(5 minutes Sig Hutchinson)

VII. Adjournment

(Sig Hutchinson)



**BOARD OF TRUSTEES
SPECIAL MEETING | BUDGET
MEETING MINUTES**

4600 Emperor Boulevard
Suite 100
Durham, NC 27703

Wednesday, April 19, 2023

12:00 p.m.

GoTriangle Board Room

Board members present | Corey Branch [arr. 12:09], Sally Greene, Brenda Howerton, Sig Hutchinson, Vivian Jones, Michael Parker, Jennifer Robinson [arr. 12:20 p.m., left 2 p.m.]

Board members attending remotely | Mary-Ann Baldwin [arr. 12:20 p.m.], Elaine O'Neal [arr. 12:17 p.m., left 1:35 p.m.], Stelfanie Williams [arr. 12:36 p.m., left 2:03 p.m.]

Board members absent | Michael Fox, Valerie Jordan [excused]

Chair Sig Hutchinson officially called the meeting to order at 12:05 p.m. A quorum was present.

I. Adoption of Agenda

Action: A motion was made by Parker and seconded by Howerton to adopt the agenda. Upon vote, the motion was carried unanimously.

II. Closed Session | Wake County Transit Governance Interlocal Agreement

Action: A motion was made by Parker and seconded by Howerton to enter into closed session at 12:06 p.m. pursuant to NCGS §143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. Upon vote, the motion was carried unanimously.

Branch, Baldwin, O'Neal, Robinson, Williams arrived.

Action: The Board returned to open session at 1:35 p.m.

O'Neal left.

III. FY2024 Draft Proposed Budget

Sandra Freeman reviewed the proposed FY2024 budget workbook, which is attached and hereby made a part of these minutes.

Current GoTriangle budget assumptions for FY2024:

- Total Revenue \$57 million [no change from FY2023].
- Total Expenditures \$65 million [up from \$62 million in FY2023].
- Total deficit \$8 million [operating \$5 million, capital \$3 million].
- SMAP funding \$2.8 million [flat to FY2023].
- Vehicle Rental Tax revenues \$7 million [up from \$5.6 million in FY2023] – 50% allocated to Durham-Orange and Wake plans.
- Vehicle Registration Tax revenues of \$6.9 million [up from \$6.8 million in FY2023].

- No fares or consignments revenues budgeted.
- Plaza building expenses \$529,000; no rental income budgeted.
- Total headcount of 285, including county transit plans [down from 288 in FY2023].
- Average merit 3.5%; maximum merit 4% [up from 3% in FY2023].
- 5% increase in employee healthcare costs [no change in \$500 annual employee contribution for employee-only coverage].
- Bus revenue hours of 131,307, directly operated and including Durham, Orange and Wake [up from 123,960 hours in FY2023].
- Contracted bus service hours 9,899 [down from 11,757 hours in FY2023].
- Bus service current cost per hour \$162 [up from \$148 in FY2023].
- Capital requests \$25 million [including \$20 million for federal grants management].

Assumptions for the Durham Transit Plan:

- Total revenue \$44 million [up from \$39.1 million in FY2023], which includes:
 - Half [1/2] cent sales tax \$40 million.
 - Vehicle rental tax \$1.5 million.
 - \$7 county vehicle registration tax \$1.8 million.
 - \$3 regional vehicle registration tax \$0.7 million.
- Total expenditures \$27.6 million:
 - Tax district administration \$0.5 million.
 - Transit plan administration \$2.3 million.
 - Transit operations \$10.9 million.
 - Capital planning expense \$1.2 million.
 - Transit infrastructure capital expense \$12.3 million.
 - Vehicle acquisitions capital expense \$0.4 million.

Assumptions for the Orange Transit Plan:

- Total revenue \$11.4 million [up from \$10.6 million in FY2023], which includes:
 - Half [1/2] cent sales tax \$9.5 million.
 - Vehicle rental tax \$0.7 million.
 - \$7 county vehicle registration tax \$0.8 million.
 - \$3 regional vehicle registration tax \$0.4 million.
- Total expenditures \$11.4 million:
 - Tax district administration \$0.3 million.
 - Transit plan administration \$0.6 million.
 - Transit operations \$5.2 million.
 - Transit infrastructure capital expense \$1.1 million.
 - Vehicle acquisitions capital expense \$0.2 million.
 - Bus Rapid Transit capital expense \$4 million.

Assumptions for the Wake Transit Plan:

- Total revenues \$242.8 million [up from \$121.7 million in FY2023].
 - Half [1/2] cent sales tax \$120 million.

- Vehicle rental tax \$4.8 million.
- \$7 county vehicle registration tax \$6.9 million.
- \$3 regional vehicle registration tax \$2.9 million.
- Other revenue \$108.2 million.
- Total expenditures \$242.8 million:
 - Tax district administration \$0.6 million.
 - Transit plan administration \$6.3 million.
 - Transit operations \$29.4 million.
 - Community Funding Area operating expense \$2.7 million
 - Bus Rapid Transit capital expense \$143.2 million.
 - Bus infrastructure capital expense \$56.7 million.
 - Bus acquisitions capital expense \$3.6 million.
 - Capital planning expense \$.3 million.

Future unfunded needs and opportunities:

- Responding to market conditions and remaining competitive with operator wage increases.
- Full funding for the vehicle replacement program.
- Expanding discount/fare-free programs.
- Increasing fleet electrification.
- Expanding microtransit and on-demand program.
- Enhancing connections to the airport.
- Increasing Sunday frequency to 30 minutes.
- Increasing core route frequency to 15 minutes.
- Converting peak-only routes to all-day with weekend service.
- New routes within existing territory.
- Serving connections to Johnston and Chatham counties.

Robinson and Williams left.

Board members commented on and discussed:

- Frequency of compensation studies.
- Potential for additional joint procurement opportunities within the region.
- Potential for lease of vacant Plaza building space.
- Tax district and transit plan administration costs.

III. Reinstatement of Fares

Katharine Eggleston reminded board members that staff is seeking direction on whether and when to return to fares. She stated that the Operations & Finance Committee had approved a recommended framework for the reinstatement of fares:

- Implement the 2019 adopted fare structure with mobile ticketing, and fare capping.
- Update GoPass program goals to include reducing barriers to access; responding to all-day travel demand, hybrid work, and varied commute patterns; and providing stable revenue for long-term GoTriangle bus service reliability, restoration and expansion.

- Seek funding from the Durham, Orange, and Wake transit work plans to implement a multi-year GoPass pilot program for low-income riders.
- Defer implementation of fare restoration to January 1, 2024, to provide adequate time to secure funding and implement the GoPass low-income pilot, ensure seamless restoration of GoPass for pre-pandemic partners, and communicate with riders.

Parker emphasized that the Operations & Finance Committee only endorsed the framework but took no position on a return to fares. He suggested that without the retention of the vehicle rental tax the only choice may be to reinstate fares; however, if the tax is retained it may be prudent to delay reinstating fares. He added that he would not like to be the only agency in the Triangle to reinstate fares. Parker said that staff should start the work on designing the low income program before the board makes a decision.

Freeman pointed out that GoPass revenues prior to 2020 were around \$1.8 million and fares, less than \$1 million. She stated that some partners have indicated an unwillingness or inability to participate in a GoPass program in a fare free environment.

VII. Adjournment

Action: Chair Hutchinson adjourned the meeting at 3:05 p.m.

Sig Hutchinson, Chair

Attest:

Michelle C. Dawson, CMC
Clerk to the Board

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BOARD OF TRUSTEES MEETING MINUTES

4600 Emperor Boulevard
Suite 100
Durham, NC 27703

Friday, April 28, 2023

12:00 p.m.

GoTriangle Board Room

Board members present | Sig Hutchinson, Vivian Jones, Sally Greene

Board members attending remotely | Mary-Ann Baldwin [arr. 12:03 p.m.], Brenda Howerton, Michael Parker [left 1:02 p.m.], Jennifer Robinson

Board members absent | Corey Branch, Michael Fox, Valerie Jordan, Elaine O'Neal [excused], Stelfanie Williams [excused]

Chair Sig Hutchinson officially called the meeting to order at 12:02 p.m. A quorum was present.

I. Adoption of Agenda

Action: On motion by Jones and second by Greene the agenda was adopted. Upon vote by roll call, the motion was carried unanimously.

Baldwin arrived.

II. Recognition

Board chair Sig Hutchinson recognized president and CEO Chuck Lattuca for three years' service.

III. Public Comment

No comments.

IV. Consent Agenda

Action: A motion was made by Greene and seconded by Jones to approve the consent agenda. Upon vote by roll call, the motion was carried unanimously.

The following consent agenda items were approved:

- March 22, 2023 | Regular Session Minutes.
- March 22, 2023 | Closed Session Minutes.
- March 29, 2023 | Special Session Minutes.
- Approved Policy HRB-207 Employee Paid Holidays, adding Juneteenth as a paid GoTriangle holiday beginning June 19, 2023.

The policy is attached and hereby made a part of these minutes.

V. General Business Agenda

A. Items Removed from Consent Agenda

None.

B. Operations & Finance Committee Report

Michael Parker reported the committee made a recommendation on designating Juneteenth a holiday, which was approved on the consent agenda. The committee also endorsed the framework for reinstatement of fares and received a report on the zero emission transition plan.

C. New Business

None.

VI. Other Business**A. Fares Update**

Katharine Eggleston's presentation is attached and hereby made a part of these minutes. She offered two options for next steps:

- Include fares in the FY2024 budget and follow the framework endorsed by Operations & Finance Committee, with a January 2024 implementation, update of the GoPass program and creation and funding of a low-income pilot program.
- Defer inclusion of fares in the FY2024 budget and include in the draft FY2025 budget for consideration. Staff would begin work on updating the GoPass program and creation and funding of a low-income pilot program.

The Fare Equity Analysis found that there are differences in usage rates of discount programs by minority and low-income customers compared to non-minority and non-low-income customers; however, there is no disparate impact and no disproportionate burden identified based on GoTriangle's policy. Staff proposes mitigation strategies to maximize access for minority and low-income customers.

During the outreach period, over 1,100 people participated in the survey, with 66% of the respondents reporting they ride a minimum of a few times a week. Over 50% supported a return to fares with a reduced fare option for low-income riders.

Eggleston stated that studies have shown that service improvements are likely to be more impactful than fare reductions, even for low income riders. Reduced fare programs can reduce the burden of fares for riders with limited abilities to pay and increase ridership. She also said that GoTriangle could generate revenue of \$10 million or more in fares over a five year period.

Recommended Framework

- Implement the 2019 adopted fare structure with mobile ticketing and fare capping on fares paid by each rider.
- Update the GoPass program to include reducing barriers to access; responding to all-day travel demand, hybrid work and varied commute patterns; and provide a stable revenue for long-term GoTriangle bus service reliability, restoration and expansion.
- Seek funding from the county transit plans to implement a multi-year GoPass pilot program for low-income riders.

- Defer implementation of fare restoration to January 1, 2024, in order to secure funding and implement the GoPass low-income pilot, ensure seamless restoration of the GoPass for pre-pandemic partners and communicate with riders.

Greene asked the status of returning to fares across the region. Eggleston responded that GoDurham plans to remain fare free for FY2024. The conversation for GoRaleigh is on-going, but we have been told Raleigh has the financial ability to maintain fare free operations for an additional year. Baldwin added that a number of councilors in Raleigh are very committed to fare free, but the final decision for Raleigh will be made when the budget is approved. She said these discussions need to be coordinated because it could get complicated with different systems doing different things.

Parker agreed that this should be a regional conversation and GoTriangle's decision should align with GoRaleigh and GoDurham and not just in the short term.

Jones and Hutchinson stated their opinions that GoTriangle should return to fares.

B. Q1 EEO Workforce Analysis

Sylvester Goodwin's report is attached and hereby made a part of these minutes.

C. President and CEO's Report

A list of contracts approved by the president and CEO is attached and hereby made a part of these minutes.

Lattuca reported on the following items:

- A letter was received from FTA asking for a plan for reimbursement of its share in the CSX corridor purchased in 2004. NCDOT is interested in the property for the S-line project. GoTriangle's response is due by May 20.
- Staff is planning a DBE conference in June to promote DBE opportunities with GoTriangle.

1. Operations Update

The monthly report is attached and hereby made a part of these minutes.

Vinson Hines stated that the ridership issue with the new CAD/AVL system has been resolved.

- Average weekday boardings for March were 4,923, a 3.2% decrease from 2022 and 22.1% below March 2019. The CRX and DRX did not operate for most of March.
- Average Saturday ridership was 2,554, 13.7% higher than March 2022 and 43.4% higher than March 2019. This increase is despite operating less service. The previous Saturday level service should be restored by August.
- Average Sunday ridership was 1,710, 3.7% above March 2022 and 81.1% higher than March 2019.

- Police were called for three incidents in April, compared on only one time in 2022.
- Service on routes CRX and DRX was restored on March 27 along with other service changes designed to address reliability and safety.
- Seventy-four applications for bus operator were received in April, bringing the total to 652 since the new salary structure was announced in September. Since September, 34 operators have been hired.

Katharine Eggleston noted that GoTriangle is operating only about 70% of the pre-pandemic service, yet has recovered almost 80% of the ridership.

2. Capital Projects Status Report

The capital projects status report is attached and hereby made a part of these minutes.

Gary Tober provided additional information regarding the property for which FTA has requested reimbursement of its share. He explained that the property was acquired as part of the regional rail project that didn't advance to FFGA. It is 6.89 miles in Wake County, purchased in 2004 and held on to because of NCDOT's S-line and other road projects. FTA has directed us to return the 55.7% federal interest. GoTriangle is in conversation with NCDOT rail division regarding reimbursement of the federal interest.

Katharine Eggleston stated that GoTriangle has a quarterly meeting on the RUS bus facility project scheduled with FTA in Atlanta. Staff continues to work productively with our development partner to identify a path forward for the transit component of the project to be completed as required by the BUILD grant by 2025.

Staff continues to work with the MPOs and their subcommittees on commuter rail to support their decision making on whether and how to move forward on the project and the cost share arrangement for the project if the decision is to move forward. She said staff also is working to provide more information about the overall program including other projects in the corridor that can be developed in parallel.

D. General Counsel's Report

General Counsel Byron Smith reported that the legal department is actively engaged regarding the RUS Bus issues and property issues related to the S-line. The staff issued various advisory opinions to different departments and continues to be engaged in contract reviews and procurement issue reviews. We also continue legislative outreach with GoTriangle's lobbyist regarding the initiatives before the General Assembly. One bill has been introduced by Chatham County Representative Reives that would allow buspool service beyond the current 10 miles limited into a county outside our region. The other is a bill to increase the vehicle registration fee.

E. Chair's Report

Chair Hutchinson reported that the work session scheduled for May 31 will be a small group format meetings.

F. Board Member Reports**1. CAMPO Executive Board Representative**

Sig Hutchinson said several reports and updates were received.

2. Regional Transportation Alliance (RTA) Representative

No report.

3. DCHC MPO Board Representative

Michael Parker reported that the MPO approved the Durham ILA and discussed carryover projects and the SPOT 7 process.

Parker left.

Jones asked the status of remote meetings for GoTriangle. General Counsel Smith responded that because GoTriangle is an appointed board, and not elected, there is a different standard that municipal and county boards. When the Governor's executive order was rescinded, the authority for elected boards to hold remote meetings was lost and they had to return to in-person meetings. Appointed boards are not covered by the same statute and are allowed to meet remotely.

Jones stated that she would like the Operations & Finance Committee to have a discussion about returning to in-person meetings.

VII. Adjournment

Action: Chair Hutchinson adjourned the meeting at 1:09 p.m.

Sig Hutchinson, Chair

Attest:

Michelle C. Dawson, CMC
Clerk to the Board

MEMORANDUM

TO: GoTriangle Board of Trustees Operations & Finance Committee
FROM: Planning and Development
DATE: April 20, 2023
SUBJECT: Durham and Orange County Governance Documents

Strategic Objective or Initiative Supported

3.2 Strengthen community and institutional partnerships

Action Requested

Staff requests that the Committee recommend that the Board of Trustees approve the enclosed governance documents.

Background and Purpose

The Durham and Orange Transit Governance ILAs were recently approved by the GoTriangle Board and other signatory parties. These ILAs require development and approval of the additional governance documents listed below.

These documents were developed by Durham and Orange Counties and their governance study consultant, with input from GoTriangle, DCHC-MPO, and the municipalities that are signatories to the Comprehensive Participation Agreements provided through a series of workshops.

1. **Comprehensive Participation Agreement (CPA):** Formally invites the local municipalities in each County to be a party to transit plan implementation efforts. It also formally recognizes the ex-officio (non-voting) members of each County's SWG as 'Implementation Partners' that will require future coordination through specific project agreements when appropriate. While it draws from each County's Transit Governance ILAs to further apply towards municipalities and implementation partners (exclusive of state statute requirements that only apply to ILA Parties), it specifically defines criteria for eligibility to receive future County Transit Tax Revenue Funding.
2. **Financial Policies & Procedures:** Serves the Parties and Partners as a comprehensive manual regarding relevant financial policies and procedures for the purposes of transit plan implementation. This document includes:

- a. Operating Fund Balance and Liquidity Policy and Guidelines
 - b. Billing, Payment and Reimbursement Policy and Guidelines
 - c. Debt Policy and Guidelines
 - d. Increased Cost of Existing Services (ICES)
 - e. Carryover Policy (originally approved in 2021, incorporated here for continuity)
 - f. Exhibit – GoTriangle Financial Policies & Procedures (for reference)
3. **Work Program Amendment Policies:** Serves the Parties and Partners as a comprehensive and clear set of thresholds to define a minor vs major amendment, and associated protocols as to who would need to approve such amendments during prescribed amendment cycles. It also outlines core roles and responsibilities for the SWG Administrator and GoTriangle regarding the processing, review and submission for consideration of any proposed Work Program Amendments.
4. **SWG Bylaws & Operating Procedures:** Serves the Parties and Partners as the formal set of bylaws and clear set of operating procedures for how the SWG is to function, elect officers, and foster collaboration throughout each year to achieve annual work program development needs for transit plan implementation.

Financial Impact

None

Attachments

- Durham Comprehensive Participation Agreement
- Durham Financial Policies and Procedures
- Durham Work Program Amendment Policies
- Durham SWG Bylaws and Operating Procedures
- Orange Comprehensive Participation Agreement
- Orange Financial Policies and Procedures
- Orange Work Program Amendment Policies
- Orange SWG Bylaws and Operating Procedures

Staff Contacts

- Katharine Eggleston, 919-485-7564, keggleston@gotriangle.org
- Sandra Freeman, 919-485-7415, sfreeman@gotriangle.org



**DURHAM COUNTY TRANSIT COMPREHENSIVE PARTICIPATION AGREEMENT
("PARTICIPATION AGREEMENT")**

Between

TRANSIT GOVERNANCE INTERLOCAL AGREEMENT (ILA) PARTIES:

**RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
("GoTriangle"), DURHAM-CHAPEL HILL-CARRBORO METROPOLITAN
PLANNING ORGANIZATION ("DCHC MPO"), and COUNTY OF DURHAM
("Durham County")**

And

The CITY OF DURHAM

(All parties collectively referred to herein as "Parties")

And Parties will further coordinate with

IMPLEMENTATION PARTNERS:

**RESEARCH TRIANGLE FOUNDATION ("RTF"), DUKE UNIVERSITY, NORTH
CAROLINA CENTRAL UNIVERSITY ("NCCU"), TRIANGLE J COUNCIL OF
GOVERNMENTS ("TJCOG"), and DURHAM TECHNICAL COMMUNITY COLLEGE
("Durham Tech")**

**As current and/or future partners through specific project agreements that shall
incorporate the terms of this document**

WITNESSETH:

WHEREAS, the Parties to this Agreement and the Implementation Partners, have or may have specific roles in public transit implementation and public transit infrastructure support in Durham County, they have determined it is in their best interest and that of their constituents to coordinate future public transit planning, funding, expansion and construction; and

WHEREAS, in conjunction with the Durham County Transit Multi-Year Vision Plan, the Governance ILA Parties adopted the Durham County Transit Governance Interlocal Agreement ("Governance ILA") that creates a governance structure for the implementation of the Durham County Transit Multi-Year Vision Plan by and through the Durham County Transit Annual Work Program; and

WHEREAS, the Governance ILA establishes the Staff Working Group ("SWG"), comprised of staff representatives from the Governance ILA Parties and the Implementation

Partners, and charged the SWG with coordinating and recommending the planning and implementation aspects of the Durham County Transit Annual Work Program; and

WHEREAS, the Parties, and the Implementation Partners intend to implement an inclusive and cooperative process to continuously develop and improve the Durham County Transit Multi-Year Vision Plan. They will adhere to existing local public involvement guidelines or develop a plan to best guide the Parties' and SWG's coordinated efforts for engagement that align with federal, state and local policies and guidelines; and

WHEREAS the Parties and Partners collectively make recommendations, develop and review the Durham County Transit Annual Work Program; and

WHEREAS the Parties have a formal role in approving the Durham County Transit Annual Work Program through structured representation on the Durham County Board of Commissioners, DCHC MPO Board, and GoTriangle Board of Trustees as the ILA defines their oversight and jurisdiction regarding the Durham County Transit Annual Work Program development and implementation; and

WHEREAS, this Participation Agreement serves as the Comprehensive Participation Agreement as formally defined in Section 2.040 in the Governance ILA to establish standards that will govern the Parties' and Partners' eligibility for inclusion of sponsored Implementation Elements in the Durham County Transit Annual Work Program and receipt of any funding allocation from Durham County Transit Tax Revenue and other Dedicated Local Transit Funding Sources; evidence of the Parties' acceptance of the most up-to-date Durham County Transit Annual Work Program (now and in the future) and the associated annual update process; and confirm the Parties' roles in carrying out Staff Working Group (SWG) responsibilities; and

WHEREAS, local Governmental Parties are authorized to enter into this Participation Agreement pursuant to, inter alia, N.C.G.S. 160A-20.1; 160A-312; 160A-313; 160A-610; 153A-275; 153A-276; and 153A-449; and

NOW THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE 1

PURPOSE, SCOPE & LIMITATION OF AUTHORITY, RESPONSIBILITIES, TERM & EFFECTIVE DATE

1.01 Purpose. The Parties hereby recognize that the Durham County Transit Multi-Year Vision Plan, as implemented by the Durham County Transit Annual Work Program, will be the guidance document for Durham County public transit investment with Local Government

Public Transportation Sales Tax Act revenue and other Locally Dedicated Transit Funding Sources, as identified in the Durham County Transit Multi-Year Vision Plan. This Agreement establishes standards for all Parties and Partners who desire to receive project funding from Dedicated Local Transit Funding Sources identified in the Durham County Transit Multi-Year Vision Plan. This Participation Agreement also confirms the Parties' respective roles for future planning, design, funding, and implementation of the Durham County Transit Multi-Year Vision Plan via their roles and responsibilities within the Staff Working Group (SWG).

1.02 Scope & Limitation of Authority. This Participation Agreement is limited to the purposes enumerated herein. No Party has the right to expand, abridge, limit or constrain the authority or actions of Durham County, GoTriangle, or the DCHC MPO or the SWG created by the Governance ILA with respect to the administration of the Durham County Transit Multi-Year Vision Plan, except as specifically agreed to herein. Nothing herein grants funding for any Implementation Element (defined herein in Article II) to any Party. Further, any Party receiving Dedicated Local Transit Funding Source revenue for an Implementation Element is wholly responsible for the completion of that element as set forth by future project or other specific agreements between such individual Parties. The Parties hereby recognize that the official governance and oversight for the Durham County Transit Multi-Year Vision Plan according to the terms of the Governance ILA and this Participation Agreement remains entirely with Durham County's Board of Commissioners, DCHC MPO's Policy Board, and the GoTriangle Board of Trustees.

1.03 Responsibilities of the Governance ILA Parties. The Governance ILA Parties have the responsibilities and duties set out in the Governance ILA.

1.04 Responsibilities of the Participant Parties and Implementation Partners. The Participant Parties shall:

- (a) Provide staff to serve on the SWG if designated as an SWG member in the Governance ILA; and
- (b) Negotiate and enter into Global/Capital Funding Agreement(s) and/or Global/Operating Agreement(s) for any project (using the Work Program Project Code as a unique identifier).
- (c) Receive dedicated Local Transit Funding Sources identified in the Durham County Multi-Year Transit Vision Plan for Implementation Elements identified within the Durham County Transit Annual Work Program in accordance with the agreements negotiated in (b).

1.05 Term & Effective Date. This Participation Agreement becomes effective upon approval and execution by the Parties ("Effective Date"). The Term of this Participation Agreement shall be from the Effective Date through a period of seventeen (17) years unless otherwise amended by the prior express written agreement of the Parties.

ARTICLE 2

DEFINITIONS

2.01 "CAPITAL FUNDING AGREEMENT:" An agreement between agencies to provide a specified amount of funding for an Implementation Element. Any such agreement will include details of the capital improvements to be provided and detail expectations on Durham County Transit Annual Work Program resource funding, responsibilities, schedule, reporting and performance and shall adhere to any and all standards outlined in specific project worksheets through the Durham County Transit Annual Work Program.

2.02 "CAPITAL PROJECTS ORDINANCE:" The annual financial ordinance for the Durham Transit major capital fund pursuant to N.C.G.S. Chapter 159, tied to the multi-year Capital Improvement Plan, the Annual Capital Budget, and planned capital project funding agreements that implement needed capital projects.

2.03 "COMPONENT UNIT or SEPARATE COMPONENT UNIT:" A unit of local government within the Tax District that has administrative responsibility for the budget adoption, operation or, management of specified transit services and associated supporting implementation elements. The component unit is required to report Durham County Transit Plan Revenues, including Dedicated Local Transit Funding Sources, expenditures and fund balance in columns separate from the component's financial data in its annual audited statements.

2.04 "GOVERNANCE INTERLOCAL AGREEMENT" or "GOVERNANCE ILA:" The Transit Governance Interlocal Agreement dated April 20, 2023 between Research Triangle Regional Public Transportation Authority ("GoTriangle"), Durham-Chapel Hill-Carrboro Metropolitan Planning Organization ("DCHC MPO"), and Durham County for implementing public transit services and projects in the fiscally constrained Durham County Transit Multi-Year Vision Plan. This Governance ILA is included as Exhibit A to this Agreement.

2.05 "IMPLEMENTATION ELEMENT:" A discrete project, operation, or study or a discrete logical grouping of projects, operations, or studies tracked separately by the Durham County Transit Annual Work Program.

2.06 "IMPLEMENTATION PARTNERS:" The listed signatories to this agreement who are non-voting members of the Durham County SWG. These implementation partners have roles supporting implementing elements of the Durham County Transit Annual Work Program. These partners fulfill their roles and responsibilities as outlined in specific project agreements to deliver approved implementation elements in the Durham County Transit Annual Work Program along with the Dedicated Local Transit Funding Sources approved in these project specific agreements.

2.07 "MAJOR FUND:" A fund as defined by the Governmental Accounting Standards Board ("GASB"), is reported in a separate column in the basic fund financial statements and is subject to a separate audit opinion in the independent auditor's report. The Tax District shall

report at a minimum Major Fund for the Durham County Transit Annual Work Program Operating Funds and a Major Fund for the Durham County Transit Annual Transit Work Program Capital Funds.

2.08 "MULTI-YEAR CAPITAL IMPROVEMENT PLAN" ("CIP"): A multi-year document that identifies projected capital projects by year, project sponsors responsible for undertaking these projects, the financial costs, and anticipated funding sources, and projected operating costs associated with those projects. The CIP shall be coordinated with the Metropolitan Transportation Plan, the Transportation Improvement Program, and the annual program of projects developed and maintained by the DCHC MPO which is the designated recipient of federal formula transit grants. The plan shall be consistent with submittal deadlines for the Transportation Improvement Program and the horizon years of the Metropolitan Transportation Plan.

2.09 "MULTI-YEAR SERVICE IMPLEMENTATION PLAN:" A document or documents that detail how transit services, including expansion and reduction, are to be operated and maintained over a specific number of years. The plan(s) shall detail timing and schedule, justifications for implementation decisions, and public involvement steps. Different transit operators may have different plans for implementation, but the different plans must be coordinated with respect to anticipated funding, public outreach, and the extent to which the different operator's plans connect services between them.

2.10 "OPERATING AGREEMENT:" An agreement or operating plan between one or more Parties or Implementation Partners, the Tax District and others as needed to provide an Implementation Element. The agreement shall state the details of the service to be provided and detail expectations on funding, responsibilities, schedule, and performance and shall adhere to any and all standards outlined in specific project worksheets through the Durham County Transit Annual Work Program.

2.13 "OPERATING BUDGET ORDINANCE" The annual financial budget ordinance for the Durham Transit major operating fund pursuant to N.C.G.S. Chapter 159. The ordinance includes the funds for the operations of implementation elements identified in the Durham County Transit Annual Work Program, allocations for reserves, and transfers to other major funds identified by the Component Unit (ex. Durham Transit). The Operating Budget Ordinance must include the Component Unit's general administrative expenses designated separately from a Project's Operating Funds.

2.14 "SPECIAL DISTRICT" or "TAX DISTRICT:" Any tax district administered by GoTriangle pursuant to authorizing resolutions and N.C.G.S. 105-508 *et seq.* or N.C.G.S. 105-561 *et seq.* to which Durham County is a member, now or in the future.

2.15 "STAFF WORKING GROUP" or "SWG:" The committee as created by the Governance ILA. The SWG is jointly charged by all parties to this Agreement, including the Implementation Partners, to coordinate and develop the Durham County Transit Annual Work

Program, the Durham County Transit Multi-Year Vision Plan, and serve in an advisory role to the Durham County Board of Commissioners, DCHC MPO Board, and GoTriangle Board of Trustees in their review consideration, and approval of these two documents.

2.16 **SUBCOMPONENT UNIT:** The subcomponent unit is required to report its financial information as aggregated at the COMPONENT UNIT level and not separately stated. Durham County Transit Plan Revenues, including Dedicated Local Transit Funding Sources, expenditures and fund balance in columns separate from the component's financial data in its annual audited statements.

2.17 **"DEDICATED LOCAL TRANSIT FUNDING SOURCES:"** All revenues derived from transit funding sources designated for use in the Durham County Transit Multi-Year Vision Plan. These shall include but are not limited to items defined through the Governance ILA in Section 2.012.

2.18 **"TRANSIT PLAN" or "MULTI-YEAR VISION PLAN:"** The comprehensive multi-year vision plan for transit operating and capital needs over a period of time of at least the next 4 years through coordination with the DCHC MPO Metropolitan Transportation Plan adoption process and shall also be prepared by the SWG for approval by appropriate governing boards, which shall include all the separate components, as further defined in the Governance ILA in Section 2.038.

2.19 **"DURHAM COUNTY TRANSIT ANNUAL WORK PROGRAM" or "WORK PROGRAM:"** shall mean the comprehensive annual program for transit capital and operations annually presented by the SWG which shall include the separate components further defined in the Governance ILA in Section 2.011.

2.20 **"GLOBAL AGREEMENT:"** An Operating or Capital Funding agreement that encompasses a discrete logical grouping of capital projects, transit operations, or studies.

ARTICLE 3 STAFF WORKING GROUP

3.01 **Scope & Authorization.** The Governance ILA establishes and enables the Staff Working Group. The Parties confirm their commitment to serve on the SWG and to carry out their SWG membership responsibilities by executing this participation agreement.

3.02 **Membership.** SWG Membership includes voting & non-voting categories

- a) Voting members: one (1) staff person appointed by each of the Parties
- b) Non-Voting members: Each of the Implementation Parties must appoint one (1) staff person
- c) Each member may designate one (1) alternate empowered to fully participate in the SWG in the absence of the appointed staff person.

3.03 Bylaws. The SWG must enact bylaws. The SWG bylaws will govern quorum and voting standards, SWG operations and responsibilities, and, scheduling of efforts to develop the Durham County Transit Annual Work Program and the Durham County Transit Multi-Year Vision Plan.

3.04 SWG Responsibility for the annual Durham County Transit Annual Work Program. Subject to the Governance ILA, the SWG shall develop annual recommendations for the review and approval of the governing bodies. This work program approval process is documented in Article VII of the Governance ILA. Recommendations shall be developed for each of the following Durham County Transit Annual Work Program components:

- (a) Annual Work Program, including all the separate elements defined in Section 2.011 of the Governance ILA
- (b) Multi-Year Service Implementation & Capital Improvement Plans
- (c) Templates containing minimum standards for project and financial reports
- (d) Designation of project sponsors (agencies responsible for each respective capital and operating project), including agencies responsible for each Implementation Element;
- (e) A strategy for each Implementation Element which includes a scope, schedule, project boundaries, an estimated budget, specifies the sponsoring agency/jurisdiction, purpose and goals and (*defines the standard for individual project/Implementation Element worksheets*)
- (f) An articulated strategy for incorporating or accounting for public outreach, involvement, and communication with all components in the annual work program.
- (g) Facilitation to transcribe project worksheets (composition outlined in 3.04(e) above) into Global/Project Agreements.

The SWG shall reference the fiscal year 2024 Work Program Development process, which is to be recognized as the baseline for future work program development cycles and corresponding global/project agreement needs, as long as this Agreement and Governance ILA serve as the governing documents for county transit plan implementation efforts.

3.05 SWG Responsibility for Engagement with Elected Officials. The SWG shall schedule touchpoints on an annual basis with appropriate bodies of elected officials who either serve as a governing board through the Governance ILA or are responsible for a project(s) through the Durham County Transit Annual Work Program. These touchpoints shall be scheduled to allow for elected officials to:

- (a) Provide feedback on the draft Annual Work Program
- (b) Receive as information, and provide feedback as necessary, regarding progress reports developed on a quarterly basis.

3.06 Non-Delegation. The SWG cannot delegate its responsibility to review and present the documents and products defined in Section 3.04.

3.07 Right to Inspect. All Parties to this Participation Agreement, or their authorized representative(s), shall have the right to inspect, examine, and make copies of project work products as they deem necessary for the operation and day-to day business of the SWG or as specifically requested by formal action of any one of the parties' governing bodies. The SWG shall maintain all its records in a manner which facilitates review by the Parties and Implementation Partners.

ARTICLE IV

ELIGIBILITY FOR DURHAM COUNTY TRANSIT TAX REVENUE FUNDING

4.01 Requirements for Inclusion in the Durham County Transit Annual Work Program. Only Parties in good standing to this Participation Agreement, Implementation Partners recognized through the Staff Working Group, or other partners as deemed critical, may request inclusion of an Implementation Element in the Durham County Transit Annual Work Program. The Parties agree that the terms and conditions of this agreement are pre-requisites to requesting and receiving Durham County Transit Tax Revenues funding allocations.

4.02 Implementation. An Operating or Capital Project Funding Agreement shall be required to support each implementation element submitted by each project sponsor identified in the Durham County Transit Annual Work Program except as specified in Section 4.03. Parties to this Comprehensive Participation Agreement shall endeavor to develop global-level agreements with appropriate timeframes for each project sponsor seeking to implement operating or capital projects. These agreements must be prepared prior to distributing funds and starting the Project(s). All Operating or Capital Project Funding Agreements shall have at least two signatories from appropriate parties and shall also adhere to the requirements further defined in Section 7.07 of the Governance ILA. Signatory authorizations to any Global/Project Agreements shall be determined by the minimum financial threshold by any party to such agreement.

4.03 Grace Period for Legacy Projects. Active projects supported by Durham County Transit Plan Revenues or other Dedicated Local Transit Funding Sources at the time of execution of this Agreement and projects in the adopted Fiscal Year 2024 Work Program shall be eligible for continued funding through the end of Fiscal Year 2024 (Grace Period). If a global/operating or global/capital project funding agreement that conforms to the conditions in this Agreement is not in place prior to the start of Fiscal Year 2025, the project shall no longer be eligible for ongoing/additional funding until such Agreement is in place.

4.04 Capital/Operating Agreement Development. Each Capital Funding Agreement and Operating Agreement entered into by any of the Parties or the Partners must contain all components defined in this Participation Agreement. If any Implementation Agreement involves federal or state funding must in addition contain those elements required to maintain eligibility for such funds.

4.05 Capital Improvement Program (CIP) Review. Each year's work program development process shall include a review of the CIP to determine which, if any, projects no

longer meet the needs of the overall transit plan. Goal for this would be to remove such project(s) and reallocate funding as necessary to other areas of need.

4.06 Good Faith Effort. For any Party to this Agreement, or any involved Implementation Partner, that is unable to deliver a project as included in the Annual Work Program due to issues outside their control, Parties to a specific Project Agreement will work with the Staff Working Group through good faith to determine appropriate action to help resolve issues and facilitate delivery of said project. Parties shall reference supporting Durham County Transit Financial Policies and Procedures to guide the resolution process.

ARTICLE V SUPPLANTATION/SUPPLEMENTATION

5.01 As of the Effective Date of this Participation Agreement, N.C.G.S. § 105-508.2 and N.C.G.S. § 105-564 require that Special District net tax proceeds must supplement and not supplant existing public transportation systems' funds or other resources as defined in Section 2.012 of the Governance ILA. The Parties acknowledge that the only funds subject to these requirements as of the execution of this Participation Agreement are:

- (a) Local Government Sales and Use Taxes for Public Transportation (N.C.G.S. 105-506:514) which is levied at its maximum allowable rate of one-half (1/2%) percent (*non-supplantation cited in N.C.G.S. 105-507.3.b*);
- (b) Regional Transit Authority Registration Tax (N.C.G.S. 105-560:569) which is levied at its maximum amount of \$8.00 per year with \$3.00 of each \$8.00 collected allocated locally to Durham County (*non-supplantation cited in N.C.G.S. 105-564*).

5.02 All Parties may pursue additional state and federal funding sources, which are not controlled locally, when appropriate for implementation of eligible projects. The use of existing funds or other resources, including state and federal funds, must be documented and made publicly available as a condition of receiving Durham County Transit Tax Revenue or other Locally Dedicated Transit Funding Sources. To the extent permitted by law, any audits required as a condition of receiving the identified funding sources shall be available for public inspection as well.

5.03 The most recently audited and reported local fiscal year prior to the January 15, 2013 of the one half (½%) percent Public Transportation Sales Tax Act local option sales and use tax as defined by N.C.G.S. 105-508 is the baseline for comparing all Parties' annual budgets for the Agreement.

5.04 Nothing herein shall be construed to modify, abridge, or deny the authority or discretion of any Party to independently develop, administer, or control transportation projects pursuant to enumerated authority or funding sources separate from the authority and funding sources outlined in this Participation Agreement.

5.05 All Parties shall work together in good faith to determine if the Participation Agreement's intent and purpose can be accomplished by executing necessary Amendments if statutory

language in or judicial interpretation of N.C.G.S 105-508.2 or N.C.G.S 105-564 changes after Participation Agreement, execution.

ARTICLE VI AMENDMENT, TERMINATION AND NOTICE

6.01 **Amendment.** This Participation Agreement may be amended to add or remove Parties or to change content. After the Effective Date of this Participation Agreement, any Eligible Participant Party or Governance ILA Party may become a Party to this Participation Agreement upon execution of the Participation Agreement by an authorized designee of that Party's governing board (or equivalent). If any Party proposes to amend Participation Agreement content, then the proposed amendment and the reasons for the proposed amendment must be communicated in writing to the SWG. All the Parties that have executed the Participation Agreement must adopt the amendment. The Parties will conduct a review of the Agreement at least every four (4) years to consider any desired updates through the Agreement through the Amendment process. If any Party desires to amend the Agreement outside the four (4) year review cycle, then the proposed amendment and the reasons for the proposed amendment shall be communicated in writing to the other Parties. If the Parties agree to the proposed amendment, then the amendment shall be affected by entering a written amendment to the Agreement. An amendment that does not change the substantive or financial commitments of the Agreement may be executed by the Durham County Manager, the DCHC-MPO Executive Director, and the GoTriangle Chief Executive Officer. Any other amendment to the terms of this Agreement to be effective must be in the form of a written instrument properly authorized and executed by the governing boards of each Party to this Agreement.

6.02 **Termination upon a year's notice.** Any Party may terminate its obligations to this Participation Agreement by giving written notice of intent to terminate to the other Parties at least one (1) year prior to the effective termination date. A withdrawing Party must fulfill all obligations and duties of their Implementation Agreements unless such Agreements are terminated in accordance with their provisions. Any Party terminating participation is ineligible for future Durham County Transit Tax Revenue Funding or other Locally Dedicated Transit Funding Sources for any Implementation Element until and unless the Party re-enters into the Participation Agreement.

6.03 **Cooperation Provisions.** In the event of a termination, the terminating Party must fulfill existing and unperformed obligations until the effective termination date. The Participation Agreement remains in effect for the remaining Parties. The non-withdrawing Parties, beginning at the time notice of termination is received, shall work together in good faith to determine if the Participation Agreement's intent and purpose can be accomplished by executing necessary amendments and/or adding necessary Parties to perform the executory obligations of the withdrawing Party.

6.04 **Notice.** Any written or electronic notice required by this Participation Agreement shall be delivered to the Parties at the following addresses, with a copy where designated for each party, which copy shall not in and of itself constitute notice:

For DCHC MPO:

Durham Chapel Hill Carrboro Metropolitan Planning Organization
Executive Director
101 City Hall Plaza
Durham, NC 27701

For GoTriangle:

GoTriangle General
President/CEO
PO BOX 13787
Research Triangle Park, NC 27709

with a copy to:

GoTriangle General Counsel
PO Box 13787
Research Triangle Park, NC 27709

For the City of Durham:

City of Durham
Attn: City Manager
101 City Hall Plaza
Durham, NC 27701

with a copy to:

City of Durham
Attn: City Attorney
101 City Hall Plaza
Durham, NC 27701

For Durham County:

Durham County
Attn: County Manager
200 E. Main Street
Durham, NC 27701

with a copy to:

Durham County Attorney
200 E. Main Street
Durham, NC 27701

ARTICLE VII MISCELLANEOUS PROVISIONS

7.01 Representations and Warranties. The Parties each represent, covenant, and warrant for the other's benefit as follows:

- (a) Each Party has all necessary authority to enter into this Participation Agreement and to conduct the processes created by this Participation Agreement. This Participation Agreement has been executed by each Party's governing body. This Participation Agreement is a valid and binding obligation of each Party.
- (b) To the knowledge of each Party, the execution and delivery of this Participation Agreement, the fulfillment of or compliance with its terms and conditions, and/or completing transactions conducted within this Participation Agreement results in a breach of the terms, conditions and provisions of any agreement or instrument to which a Party is now a party or by that it is bound or constitutes a default.
- (c) To the knowledge of each Party, there is no litigation or other court, or administrative proceeding pending or threatened affecting the Party's rights to execute or deliver this Participation Agreement or to comply with its obligations under this Participation Agreement.
- (d) Neither such Party's execution and delivery of this Participation Agreement, nor its compliance with its obligations under this Participation Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.
- (e) The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Participation Agreement.

7.02 Agreement Related Dispute Resolution. It is the desire and intent of the Parties to resolve any disputes in a collaborative manner and to avoid, if possible, the expense and delay of litigation. In the event that any Party cannot resolve an issue with another Party under this Agreement, the affected party shall engage in the following process:

- (a) Any Party may give written notice to another Party or Parties of any dispute not resolved in the ordinary course of business. Within ten (10) business days after delivery of the written notice by regular or electronic mail, the receiving Party(ies) shall submit a written response to the disputing Party and designate in the notice a representative who will represent that Party in the negotiation to resolve the dispute. If a third-party mediator is necessary, the Party providing initial written notice will indicate as such in the notice and seek confirmation/approval by the receiving parties in written response. It shall be the responsibility of the Party giving notice to cover any costs related to any third-party mediator once confirmed/approved by the receiving parties.
- (b) Within ten (10) business days of receiving the response, the appointees of the disputing and receiving Parties shall meet at a mutually acceptable time and place, and thereafter, as often as necessary to resolve the dispute.

- (c) All reasonable requests for information made by one Party to the other shall be honored in a timely fashion to permit constructive discussion.
- (d) The duty to engage in dispute resolution is a material part of this Agreement enforceable by equitable relief.
- (e) Upon failure to resolve a dispute through the steps outlined in this Agreement, any Party may engage in other dispute resolutions processes agreed upon by the Parties or pursue any legal or equitable remedies available.

7.03 Waivers of Non-Compliance with Participation Agreement.

- (a) No provision of this Participation Agreement may be waived once the grace period as defined in Section 4.03, as applied to Legacy Projects, has concluded.
- (b) Any waiver of a provision or provisions of this document must be formally executed in accordance with section 7.07 of this Participation Agreement.
- (c) The failure of any Party to require timely compliance with this agreement or another agreement executed based upon this agreement shall not affect the right of the other Party to enforce the provisions of the agreement.
- (d) No waiver or acquiescence by a Party to any breach of any provision of an agreement is to be taken as authorization or a waiver to commit any subsequent breach of that provision or any other provision.

7.04 Governing Law. The parties intend that this Participation Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Durham County.

7.05 Assignment. No Party may sell or assign any interest in or obligation under this Participation Agreement without the prior express written consent of the other Parties.

7.06 Independence of the Parties. Nothing herein shall be construed to modify, abridge, or deny the authority or discretion of any Party to independently develop, administer, or control Implementation Elements pursuant to enumerated authority or funding sources separate from those outlined in this Participation Agreement.

7.07 Execution in Counterparts/Electronic Version of Participation Agreement. This Participation Agreement may be executed via the use of counterparts. Any Party may convert the fully executed Participation Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for record retention purposes. Such electronic record of the Participation Agreement shall be deemed for all purposes to be an executed Participation Agreement.

7.08 No Waiver of Sovereign Immunity. Nothing in this Participation Agreement shall be construed to mandate purchase of insurance by Durham County pursuant to N.C.G.S. 153A-435 or purchase of insurance by any municipality pursuant to N.C.G.S. 160A-485; or to in any other

way waive any Party's defense of sovereign or governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law.

7.09 No Waiver of Qualified Immunity. No officer, agent or employee of any Party shall be subject to any personal liability by reason of the execution of this Participation Agreement or any other documents related to associated transactions. Such officers, agents, or employees execute this Participation Agreement in their official capacities only and not in their individual capacities. This section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

7.10 Verification of Work Authorization; Iran Divestment Act. All Parties, and any permitted subcontractors, must comply with Article 2, Chapter 64, of the North Carolina General Statutes. The Parties hereby certify that they, and all permitted subcontractors, if any, are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

7.11 Third-Party Beneficiaries. There are no third-party beneficiaries to this Participation Agreement.

The Comprehensive Participation Agreement between Durham County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, Research Triangle Regional Public Transportation Authority, and City of Durham was _____ by the Durham County Board of Commissioners by a vote of _____ on _____, 2023.

ATTEST:

DURHAM COUNTY, NORTH CAROLINA

BY: _____

BY: _____

TITLE: _____
Commissioners

TITLE: Chairperson, Board of County

The Comprehensive Participation Agreement between Durham County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, Research Triangle Regional Public Transportation Authority, and City of Durham was _____ by the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Board by a vote of _____ on _____, 2023.

ATTEST:

**DURHAM-CHAPEL HILL-CARRBORO
METROPOLITAN PLANNING ORGANIZATION**

BY: _____

BY: _____

TITLE: _____

TITLE: Chairperson, Durham-Chapel Hill-Carrboro
Metropolitan Planning Organization Board

The Comprehensive Participation Agreement between Durham County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, Research Triangle Regional Public Transportation Authority, and City of Durham was _____ by the GoTriangle Board of Trustees by a vote of _____ on _____, 2023.

ATTEST:

**RESEARCH TRIANGLE REGIONAL PUBLIC
TRANSPORTATION AUTHORITY D/B/A
GOTRIANGLE**

BY: _____

BY: _____

TITLE: _____

TITLE: Chairperson, Board of Trustees

The Comprehensive Participation Agreement between Durham County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, Research Triangle Regional Public Transportation Authority, and City of Durham was _____ by the Durham City Council by a vote of _____ on _____, 2023.

ATTEST:

BY: _____

TITLE: _____

CITY OF DURHAM, NORTH CAROLINA

BY: _____

TITLE: Chairperson, City Council

Transit Governance
Interlocal Agreement
Between
Durham County
Durham-Chapel Hill-Carrboro Metropolitan Planning Organization
And
Research Triangle Regional Public Transportation Authority

This Interlocal Agreement (the “Agreement”), is entered into this 12th day of April 2023, by and between Durham County, North Carolina, a public body politic and corporate of the state of North Carolina (hereinafter “Durham County”), Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, a metropolitan planning organization (hereinafter “DCHC MPO” or “MPO”) and Research Triangle Regional Public Transportation Authority d/b/a GoTriangle, a public body politic and corporate of the State of North Carolina; each individually referred to as a “Party” and collectively referred to herein as “the Parties”;

Witnesseth:

Whereas, Durham County, DCHC MPO and GoTriangle, all of which have specific roles in the implementation of public transit in the Durham County area, have determined that it is in their best interest to coordinate public transit planning, funding, expansion, and construction; and

Whereas, GoTriangle is a regional public transportation authority created in accordance with the provisions of N.C.G.S 160-603 *et seq.* by concurrent resolution of Durham, Orange and Wake counties and duly incorporated as a body corporate and politic and vested with the general powers set forth in N.C.G.S. Chapter 160A Article 26; and

Whereas, DCHC MPO is the Metropolitan Planning Organization for the Durham-Chapel Hill-Carrboro Urbanized Area, established pursuant to 23 U.S.C. 134 *et seq.* and recognized under the laws of North Carolina pursuant to N.C.G.S. 136-200.1; and

Whereas, Durham County is a body politic and corporate vested with the corporate powers set forth in N.C.G.S 153A-11; and

Whereas, GoTriangle, DCHC MPO and Durham County, among others, are parties to an agreement signed in 2016 titled “Agreement setting Forth the Mutual Understanding of the Parties as to the Scope and Content of the Financial Plan”, which defined the creation of the Triangle Tax District; and

Whereas, GoTriangle serves as the regional public transportation authority that administers the Triangle Tax District pursuant to N.C.G.S 105-508; and

Whereas, the Parties to this Agreement, in collaboration with local partners and stakeholders, shall carry out the implementation of the Durham County Transit Multi-Year Vision Plan, which shall include an approved financial plan pursuant to N.C.G.S 105-508.1; and

Whereas, the Parties pursuant to the authority of N.C.G.S. 160A-461 *et seq.* are authorized to enter into this Agreement and joint planning and implementation efforts in order to pursue the above stated goals.

Now Therefore, for and in consideration of the promises and covenants contained in this Agreement and the mutual benefits derived therefrom, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I

Purpose and Scope

- 1.01 **Purpose.** The purpose of this Agreement is to provide a plan of governance that will efficiently, effectively, and equitably implement public transit services and projects as set forth in the Durham County Transit Multi-Year Vision Plan (see 2.038 for definition) and associated Durham County Transit Annual Work Programs (see 2.011 for definition). This Agreement will also guide updates and amendments to the Durham County Transit Multi-Year Vision Plan which include the planning, design, funding, implementation, and operation of transit services; reporting expectations; and resolution of issues.
- 1.02 **Scope.** The scope of this Agreement shall be the governance of the planning, financing, and implementation of the Durham County Transit Multi-Year Vision Plan, as it may be amended from time to time as provided for herein.
- 1.03 **Objective.** The objective of this Agreement is to create a governance structure to successfully meet the purposes of this agreement.

Article II

Definitions

- 2.01 “Annual Capital Budget” shall mean the upcoming year of the multi-year Capital Improvement Plan (CIP) which is enacted by adoption of the capital projects ordinance pursuant to N.C.G.S. Chapter 159. This budget shall include the allocation of financial resources to specific project sponsors for specific projects. Appropriations that are made pursuant to the Annual Capital Budget shall be budgeted to project elements such as, but not limited to, infrastructure projects or vehicle rolling stock (depreciable items) in a multi-year major fund such that funding does not revert to available capital fund balance at the end of the fiscal year.
- 2.02 “Annual Operating Budget” shall mean the upcoming year of the annual operating program, which is enacted by the adoption of the operating projects ordinance pursuant to N.C.G.S. Chapter 159. This budget shall include the allocation of financial resources to specific project sponsors for specific projects. Appropriations that are made pursuant to the Annual Operating Budget shall be budgeted to elements such as, but not limited to, elements to support the operations, maintenance, and administrative oversight of public transportation services and the overhead costs related to Tax District functions. The annual operating budget shall be budgeted

- by major fund. The annual operating budget shall also contain the annual administrative functions, the details of which shall be provided independently of operating costs associated with transit operating projects.
- 2.03 “Annual Durham Transit Report” shall mean a report that provides information regarding meeting strategic public transit objectives and includes the performance achieved, the strategies being followed, and performance targets and key milestones for capital projects and operating services.
- 2.04 “Annual Work Program Development Calendar” shall refer to the agreed upon schedule that is developed at the start of each fiscal year. This schedule outlines critical milestone-dates for which elements supporting the Annual Work Program are to be developed, drafted, and coordinated for review and approval by the SWG, and presented as information to all governing boards that are parties to this agreement.
- 2.05 “Audited Financial Statements” shall refer to financial statements which have been audited by a Certified Public Accountant and for which an opinion has been expressed to meet US generally accepted accounting principles or principles adopted by Governmental Accounting Standards Board (GASB) and prepared in accordance with N.C.G.S. 159-34.
- 2.06 “Capital Funding Agreement” shall mean an agreement between agencies to provide funding supporting an Implementation Element for specified capital improvements. Any such agreement will include details of the capital improvements to be provided and detail expectations on Durham County Transit Annual Work Program resource funding, responsibilities, schedule, and performance and shall adhere any and all standards outlined in the supporting Comprehensive Participation Agreement.
- 2.07 “Capital Projects” shall mean purchase of land or interests in land; purchase, construction or demolition of buildings or other physical facilities; purchase of services of architects, engineers, as well as other studies; site improvements or development necessary for the implementation of transit projects; purchase or installation of fixed or moveable equipment necessary for the installation and operation of transit services; rolling stock or vehicles as defined by the Federal Transit Administration; corridor and project planning studies; infrastructure projects; and information technology costs that result in a long-term asset.
- 2.08 “Capital Projects Ordinance” shall mean the annual financial ordinance budgeted for the Durham Transit major capital fund pursuant to N.C.G.S Chapter 159., tied to the multi-year Capital Improvement Plan, the Annual Capital Budget and planned capital project funding agreements that implement needed capital projects.
- 2.09 “Component Unit” or “Separate Component Unit” shall refer to a unit of local government within the Tax District if the primary entity has administrative responsibility for the budget adoption and operation and management of transit services provided by the unit. The primary entity shall report in its financial statements information about the relationship between any component unit(s) and the primary entity. The primary entity also is required to report Durham County Transit Plan Revenues, including Dedicated Local Transit Funding Sources, expenditures and fund balance in columns separate from the primary entity’s financial data in its annual audited statements.
- 2.010 “Annual Comprehensive Financial Report” (“ACFR”) shall mean the report prepared by governmental entities that complies with the accounting regulations promulgated by the Governmental Accounting Standards Board (GASB).

- 2.011 “Durham County Transit Annual Work Program” or “Work Program” shall mean the comprehensive annual program for transit capital and operations presented by the SWG (see 2.034) which shall include all of the separate components of:
- a. Annual Operating Budget Ordinance. This shall be supplied for the Durham Transit major operating fund which will appropriate funds for the operation, administration, and implementation of projects identified in the Work Program as operating projects;
 - b. Annual Tax District administration budget for the Durham Transit major operating and capital fund;
 - c. Multi-Year Capital Improvement Plan (CIP) supplied for the Durham Transit major capital fund that clearly identifies specific projects, project sponsors responsible for undertaking those projects, project funding sources, and project expenditures. (NOTE: The Multi-year CIP shall be updated annually to coincide with the annual capital budget always being the first year of appropriation of funding for capital projects identified in the CIP. The Multi-year CIP shall be coordinated with the Metropolitan Transportation Plan, Transportation Improvement Program, and annual program of projects developed and maintained by the DCHC MPO designated recipient of federal formula transit grants so as to be consistent with submittal deadlines for the Transportation Improvement Program and the horizon years of the Metropolitan Transportation Plan.);
 - d. Annual Capital Budget Ordinance supplied for the Durham Transit major capital fund that allocates financial resources to specific project sponsors for specific projects and represents the current year of appropriation of funding for capital projects identified in the Multi-Year CIP;
 - e. Annual Operating Program (as defined *supra.*);
 - f. Adjustment of the Current Durham Transit Financial Plan and financial model assumptions and corresponding update of the planning horizon of Durham County Transit Multi-Year Vision Plan future projects not included in the current Multi-year CIP. The Parties shall use good faith efforts to align planning horizon year with the horizon year of the current DCHC MPO MTP. The Financial Model shall contain agreed upon financial assumptions of the SWG (and supporting subcommittees as designated) for the Durham County Transit Annual Work Program revenues involving federal, state, and local sources and multi-year capital and operating costs including liquidity targets and debt ratios relevant to rating agency metrics;
 - g. Multi-year Capital Funding Agreements or Global Agreements; and
 - h. Multi-year Operating Agreements or Global Agreements.
- 2.012 “Dedicated Local Transit Funding Sources” shall be defined as all revenues derived from transit funding sources in support of the Durham County Transit Multi-Year Vision Plan, which shall include, but not limited to (for potential future need):
- a. Article 43 Half-Cent (0.5 percent) Sales and Use Tax. This is the ½ percent local option sales and use tax as defined by N.C.G.S 105-508;
 - b. Article 51 Three-Dollar (\$3) increase to GoTriangle Regional Vehicle Registration Fee. This is the increased portion of the regional vehicle registration fee assessed by GoTriangle in accordance with N.C.G.S 105-561 *et seq.* allocated to Durham County;

- c. Article 52 Seven-Dollar (\$7) County Vehicle Registration Fee. This is the County vehicle registration fee assessed by the Durham County Board of Commissioners in accordance with N.C.G.S 105-570 *et seq.*; and
 - d. Vehicle Rental Tax. Any portion of vehicle rental tax collected by GoTriangle pursuant to N.C.G.S. 105-550 *et seq.* that is allocated to Durham County by the GoTriangle Board of Trustees. Future allocations of the Vehicle Rental Tax after FY23 shall be subject to the sole discretion of the GoTriangle Board of Trustees approval. If GoTriangle Board of Trustees chooses to suspend any allocations of the Vehicle Rental Tax to Durham County, the Board of Trustees shall provide said county with three (3) months' notice of such suspension.
- 2.013 "Durham County Transit Plan Revenue" shall mean Dedicated Local Transit Funding Sources, any federal or state funds allocated by a designated recipient, debt proceeds, fares, local contributions, and any other sources of revenue used to fund the Durham County Transit Multi-Year Vision Plan
- 2.014 "Equitable Use of Net Proceeds Within or To Benefit the Special District" as that term is used in N.C.G.S. 105-508.1 shall mean:
 - a. The revenues collected in Durham County must be spent for the benefit of that County. That does not mean they have to be spent in the County.
 - b. For Cross-County projects, rates that are negotiated on some agreed upon periodic basis by the counties are by definition equitable
- 2.015 "Financial Model" shall mean a long-term financial planning model, that projects revenues and expenditures and include all Dedicated Local Transit Funding Sources, as well as any additional projected sources for projects and planned uses of funds as necessary, for both capital projects and operating expenses, and is used to evaluate the impact of operating and funding decisions on the Durham Transit major operating and capital funds' financial condition to ensure the Durham County Transit Multi-year Vision Plan's policies and objectives are maintained in the long-term, including liquidity targets and debt ratios relevant to rating agency metrics. Only Durham County Transit Plan Revenue, including Dedicated Local Transit Revenues, and expenditures of projects in support of the Durham County Transit Multi-year Vision Plan shall be included in the Financial Model.
- 2.016 "Financial Plan" as that term is used in N.C.G.S. 105-508.1(2) shall mean:
 - a. the Financial Plan requiring approval shall mean the Plan Implementation and Finance components of the most current Durham County Transit Multi-Year Vision Plan as supported by the details of the Durham County Transit Multi-Year Vision Plan and modeled in the associated Financial Model. Approval authority over the Financial Plan by the parties to this agreement only applies to the Dedicated Local Transit Funding Sources. Any other funding sources comprising the Financial Plan should be provided by appropriate project sponsors (as approved by their governing body) during the Annual Work Program and/or Multi-year Vision Plan development processes.
 - b. **If now or in the future the Special District consists of Durham County and one or more other counties**, the Financial Plan shall only include funds that would be budgeted and reported in the Durham Transit major operating and capital funds, provided that financial plans for other counties in the District, if any, have previously been approved by those counties.

- 2.017 "Financial Statements" shall mean the statement of financial condition prepared in accordance with N.C.G.S 159-25.
- 2.018 "GASB" shall mean the Governmental Accounting Standards Board (GASB) which establishes standards and principles for state and local governmental accounting and financial reporting.
- 2.019 "Implementation Element" shall mean a discrete project, operation or study or a discrete logical grouping of projects, operations or studies tracked separately by the Durham County Transit Annual Work Program.
- 2.020 Local Government Commission ("LGC") is established by N.C.G.S. 159-3 and provides assistance to local governments and public authorities in North Carolina. It is staffed by the Department of State Treasurer and approves the issuance of debt for all units of local government and assists those units with fiscal management.
- 2.021 "Major Fund" shall be, as defined by the GASB, a fund that is reported in a separated column in the basic fund financial statements and is subject to a separate audit opinion in the independent auditor's report. As defined, the Tax District shall report at a minimum major fund for the Durham County Transit Annual Work Program Operating Funds and a major fund for the Durham County Transit Annual Work Program Capital Funds.
- 2.022 "Global Agreement" shall mean an Operating or Capital Funding agreement that encompasses a discrete logical grouping of capital projects, transit operations or studies.
- 2.023 "Enhanced Quarter-2 Report" shall mean a report delivered approximately 6 months into the year of current work program implementation that provides information regarding progress toward strategic objectives outlined in the Durham County Transit Annual Work Program and includes the performance achieved, the strategies being followed, and performance targets and key milestones for Capital Projects and operating services identified in the Durham County Transit Annual Work Program (reporting expectations outlined in Article IX with more detail).
- 2.024 "Multi-Year Capital Improvement Plan" ("CIP") shall mean a multi-year document that identifies by year projected capital projects, project sponsors responsible for undertaking these projects, the financial costs, and anticipated sources of funding for those projects, and identifies any projected operating costs associated with those projects. The CIP shall be coordinated with the Metropolitan Transportation Plan, Transportation Improvement Program, and annual program of projects developed and maintained by the DCHC MPO as designated recipient of federal formula transit grants so as to be consistent with submittal deadlines for the Transportation Improvement Program and the horizon years of the Metropolitan Transportation Plan.
- 2.025 "Annual Operating Program" shall mean the annual document describing transit operating programs, which could include the development of local bus, express bus, Bus Rapid Transit, Commuter Rail Transit, or other public transportation-type services not specifically highlighted here to be funded by the Tax District. It will describe service changes planned for the year and preliminary service proposals and financial projection for the subsequent years. A detailed report on the status of each bus and rail route shall also be included, along with performance objectives for the coming year. The document shall also describe administrative, planning, marketing, or other functions that are not directly accounted for in specific infrastructure project delivery or allocated to service delivery, but which are essential to the implementation of the Transit Plan.
- 2.026 "Multi-Year Service Implementation Plan" shall mean a document or documents that detail how transit services will be modified, to include expansion and reduction, operated and maintained

over a specific number of years. The plan(s) shall detail timing and schedule, justifications for implementation decisions, and public involvement steps. Different transit operators may have different plans for implementation, but the different plans must be coordinated with each other particularly with respect to anticipated funding and public outreach.

- 2.027 “Non-Durham County Revenues” shall mean all revenues collected on behalf of member counties other than Durham County within the Tax District or Special District that are derived from transit funding sources associated with counties other than Durham County.
- 2.028 “Operating Agreement” shall mean an agreement between an agency tasked to provide an Implementation Element, the Tax District and other agencies as needed, or an operating plan if the Implementation Element is to be provided by the Agency. The agreement shall state the details of the service to be provided and detail expectations on funding, responsibilities, schedule, and performance. The agreement shall adhere to any/all standards outlined in the supporting Comprehensive Participation Agreement.
- 2.029 “Operating Budget Ordinance” shall mean the annual financial ordinance budgeted for the Durham Transit major operating fund pursuant N.C.G.S. Chapter 159, tied to Operating Agreements, that includes funds for the operations identified in the Durham County Transit Annual Work Program, allocations for reserves, and transfers to other such funds such as other Durham Transit major funds identified by the Component Unit. The Operating Budget Ordinance shall include the general administrative and maintenance expenses of the unit separate from the Project Operating Funds.
- 2.030 “Operating Funds” shall mean funds appropriated in the annual operating budget for the administration, operation and maintenance of the transit system.
- 2.031 “Operating Fund Balance” shall mean the reported amounts restricted by enabling legislation for the Durham Transit major operating fund, presented in the basic financial statements, and disclosed in the notes to the Financial Statements as required under generally accepted accounting standards.
- 2.032 “Project Operating Funds” shall mean funds appropriated in the annual Operating Budget Ordinance to support the operation of projects identified in the Durham County Transit Annual Work Program.
- 2.033 “Quarterly Financial Reports” shall mean the quarterly statement of financial condition prepared in accordance with N.C.G.S. 159-25.
- 2.034 “Special District” shall mean any tax district administered by GoTriangle pursuant to authorizing resolutions and N.C.G.S. 105-508 *et seq.* or N.C.G.S 105-561 *et seq.* to which Durham County is a member, now or in the future.
- 2.035 “Staff Working Group” or “SWG” shall mean a committee created by this Agreement for the purposes enumerated and as defined in Article III herein. The SWG is jointly charged by all parties to this Agreement with coordinating planning and implementation aspects of the Durham County Transit Annual Work Program (as defined in 2.011), as well as facilitating elements of the Durham County Transit Multi-Year Vision Plan (as defined in 2.038) and serving in an advisory role to the Durham County Board of Commissioners, DCHC MPO Board, and GoTriangle Board of Trustees.
- 2.036 “Supplantation” shall mean the opportunity for parties to this agreement to use certain funding sources to replace existing funds or other resources for public transportation systems.

- a. Local Funding Source that allows supplantation: the County Vehicle Registration Tax (N.C.G.S 105-570) which is levied at its maximum amount of \$7.00 per year;
 - b. Local Funding Sources that do not allow supplantation:
 - i. Local Government Sales and Use Taxes for Public Transportation (N.C.G.S. 105-506:514) which is levied at its maximum allowable rate of one-half percent (*non-supplantation cited in N.C.G.S 105-507.3.b*);
 - ii. Regional Transit Authority Registration Tax (N.C.G.S. 105-560:569) which is levied at its maximum amount of \$8.00 per year with \$3.00 of each \$8.00 collected allocated locally to Durham County (*non-supplantation cited in N.C.G.S. 105-564*).
- 2.037 “Tax District” shall mean any tax district administered by GoTriangle pursuant to authorizing resolutions and N.C.G.S. 105-508 *et seq.* or N.C.G.S 105-561 *et seq.* to which Durham County is a member, now or in the future.
- 2.038 “Transit Plan,” or “Multi-Year Vision Plan,” shall mean the comprehensive multi-year vision plan for transit operating and capital needs over a period of time of at least 4 years, through coordination with the DCHC MPO Metropolitan Transportation Plan adoption process and shall also be prepared by the SWG for approval by appropriate governing boards, which shall include all the separate components of:
- a. Multi-year Capital Improvement Plan
 - b. Annual Operating Program, or Multi-Year Service Implementation Plan, which shall include assumptions for administrative staff needs to support plan implementation efforts across the period of time defined by the Transit Plan
 - c. Financial Plan (as defined in section 2.016)
 - d. Update of the Financial Model Assumptions (if applicable)
- 2.039 “Triangle Tax District” shall mean the tax district, also referred to as the Special District created by GoTriangle on or about May 25, 2016, pursuant to authorizing resolutions and N.C.G.S. 105-508 *et seq.*
- 2.040 “Comprehensive Participation Agreement” shall mean an agreement that formally invites parties to participate in plan implementation elements that are not explicitly parties to this Transit Governance Interlocal Agreement.

Nothing herein shall prevent Durham County from entering a mutually negotiated Cost Sharing Agreement with other jurisdictions for any regional transit projects or systems so long as they are detailed in the Multi-Year Vision Plan.

Article III

Staff Working Group (“SWG”)

- 3.01 SWG Established. The Parties hereby establish the Durham County Staff Working Group (“SWG”). Pursuant to the authority set forth in this Agreement, the SWG shall coordinate planning and oversee the implementation of the Annual Work Program, as well as facilitate development of elements for the Multi-Year Vision Plan. It shall also serve in an advisory role to the Durham County Board of Commissioners, DCHC MPO Board and GoTriangle Board of Trustees.

3.02 Membership, Organization and Objectives.

- a. Initial Membership. The initial membership of the SWG shall be comprised in two categories – voting & non-voting.
 - i. Voting members: one (1) staff member shall be appointed by each of the ILA Parties (“ILA Party Members;” each party should consider a planning/administrative representative as well as a finance representative) and one (1) staff member appointed by the City of Durham.
 - ii. Non-Voting members: each party shall appoint one (1) staff member appointed from the following organizations to advise County Transit Plan Implementation efforts. These organizations are: The Research Triangle Foundation, Triangle-J Council of Governments, Duke University, North Carolina Central University, and Durham Technical Community College.
- b. Voting Structure for Initial Membership. When a motion is made to vote on any issue by any member of the SWG, the vote will be facilitated by the SWG Administrator. Each ILA Party Member shall have one (1) vote; the City of Durham shall also have one (1) vote.
- c. Regular Membership. The meeting of the SWG shall be called by the SWG Administrator by way of the DCHC MPO within thirty (30) days of the execution of this Agreement. The meeting shall abide by rules set forth in this agreement. A Chair and Vice-Chair shall be elected by the voting members at the last regularly scheduled meeting of the fiscal year (July 1-June 30), to serve for the upcoming fiscal year. Prior to June 30, 2023, the SWG should finalize and approve rules, agencies and expectations for regular membership and organizational function. The initial members of the SWG should take into consideration various required skill sets, specifically in local planning, budgeting, finance, project construction and operations.
- d. Operational Rules of SWG. By June 30, 2023, the members of the SWG shall, consistent with the responsibilities outlined in Section 3.03 and the flexibilities outlined in 3.04, submit to the Durham County Board of Commissioners, DCHC MPO Board and GoTriangle Board of Trustees for
 - i. Approval: 1) bylaws including the provisions of Section 3.05; 2) rules dictating the composition, organization, and function of the SWG; and 3) rules dictating amendment procedure for both the Annual Work Program and Multi-Year Vision Plan.
 - ii. Review as Information through appropriate timeframe cycles 1) a meeting schedule; 2) a list of deadlines for the submittals defined herein; and 3) identification of the Party to serve as the lead agency for each of the responsibilities enumerated in Section 3.03.
- e. The SWG, which serves as an administrative and advisory arm to the parties of this agreement, shall adhere to public meeting laws as outlined in N.C.G.S. 143-318.9:18 (Article 33 of Chapter 143, “Meetings of Public Bodies”).
- f. Timeliness. The SWG shall develop processes and procedures to allow decision to be made in a timely manner. Duties not specifically denoted under Section 3.03 may be delegated to other groups. The designation and delegation of these duties shall be approved by the appropriate governing boards based on plan elements’ (i.e., Annual

Work Program or the Multi-Year Vision Plan) impacts and shall include the governing boards that represent the parties to this agreement.

- 3.03 Responsibilities. The SWG shall be charged with the development or delegation to a Party as a lead agency of the following:
- a. Annual Work Program, including all the separate elements defined in Section 2.011
 - b. a Multi-Year Vision Plan;
 - c. Templates containing minimum standards for project and financial reports (first version by June 30, 2023)
 - d. Designation of project sponsors (agencies responsible for each respective capital and operating project), including agencies responsible for each Implementation Element;
 - e. A strategy for each Implementation Element or agreement, which shall include scope, geography, estimated budget, sponsoring agency/jurisdiction, purpose, and goals; and
 - f. An articulated strategy for incorporating or account for public outreach, involvement, and communication with the deliverables set forth in a, b, d, and e.
- 3.04 Assignment. The SWG may, by vote or by other mechanism allowed in its bylaws, assign the creation and maintenance of certain documents for which it is responsible to Parties or SWG members. However, the SWG shall not delegate its responsibility to review and present documents and products which are defined in Section 3.03 as SWG responsibilities. All documents related to the duties of Section 3.03 produced on behalf of the SWG must be reviewed and formally approved, by SWG prior to release.
- 3.05 Minimum Quorum and Voting. The Parties to this Agreement agree that the SWG deliberation process must allow decisions to be made in an efficient and timely manner. A quorum shall be when three fourths (3/4) majority of SWG members appointed by the Parties to this Agreement are present for a SWG meeting.
- 3.06 Right to Inspect. All Parties to this Agreement, or their authorized representative(s), shall have the right to inspect, examine, and make copies of any and all books, records, electronic files, agreements, minutes, and other writings and work products related to the operation and day to day business of the SWG.
- 3.07 Staff Working Group Lead Agency Determination. Any party to this Agreement shall be responsible for hosting, convening and administering (serving as the 'Lead Agency') the Staff Working Group (SWG) and hosting the role of the Staff Working Group Administrator, which is a critical role to facilitate program development and plan implementation. The parties to this Agreement shall determine SWG Administration Lead Agency by June 30, 2023 and shall be reevaluated with each multi-year vision plan update process. DCHC MPO shall continue to serve as the SWG Administrator upon execution of this agreement through the aforementioned deadline. Lead Agency assignment for SWG Administration shall be recommended by the SWG to all three governing boards represented through this Agreement for approval.

Article IV

Term, Termination, Amendment

- 4.01 Term.
- a. Effective Date. This Agreement shall become effective upon the properly authorized execution of the Agreement by all Parties.

- b. This Agreement shall continue for a period of seventeen (17) years from the Effective Date, unless otherwise amended by the prior express written agreement of the Parties. This term aligns with horizon year of the current County Transit Multi-year Vision Plan at the time of execution of this Agreement.
- c. Any amendment, termination, or renewal of the Term must be in the form of a written instrument properly authorized and executed by the governing boards of each Party.
- d. The Parties agree that the Term shall be extended by mandatory amendment though the final maturity dates of any debt issued and payable from Durham County Transit Tax Revenues seventeen (17) year initial term.

4.02 Termination.

- a. **Material Breach.** If any Party violates a responsibility, duty, or assumption stated in Article V, the other Party(ies) shall give written notice of the breach and request to cure. If such breach is not cured within thirty (30) days of written notice thereof, any non-breaching Party may, without further notice or demand, in addition to all other rights and remedies provided in this Agreement, at law or in equity, terminate this Agreement and recover any damages to which it is entitled because of said breach. In the event of a non-material breach of the Agreement, the termination procedure set forth in 4.02(b) shall apply.
- b. **Termination upon one (1) year's notice.** Any Party may terminate its participation in this Agreement with or without breach by giving written notice to each other Party of intent to terminate, as well as reasons for terminating (which shall be in the sole discretion of the terminating party), at least one (1) year prior to the effective termination date.
- c. **Bankruptcy/Insolvency Special Provisions.** If any Party applies for or consents to the appointment of a receiver, trustee or similar officer for it or any substantial part of its property or assets, or any such appointment is made without such application or consent by such Party and remains discharged for sixty (60) days, or files a petition in bankruptcy or makes a general assignment for the benefit of creditors, then such action shall constitute a material breach of this Agreement not requiring notice and opportunity to cure and the other Party(ies) may terminate effective immediately.
- d. **Cooperation Provisions.** In the event of termination pursuant to any subsection hereunder, the terminating Party shall not be relieved of any existing and underperformed obligations up until the effective date of termination, and the Agreement shall remain in effect as to the non-withdrawing Parties. The non-withdrawing Parties, beginning at the time of notice of termination is received, shall work together in good faith to determine if the intent and purpose of the Agreement can be accomplished by executing any Amendments deemed necessary and/or adding any parties deemed necessary to perform the executory obligations of the withdrawing Party.
- e. **Non-Exclusive Remedies.** No remedy provided in this Agreement shall be considered exclusive of any other remedy in law or in equity.
- f. **Repeal and Dissolution.** Nothing herein shall be construed to restrict Durham County's ability to repeal any transit tax previously enacted and consideration will be given by the County to any transit taxes levied in support of debt service in support of the Durham County Transit Annual Work Program. Nothing herein shall be construed to restrict

Durham County's ability to request dissolution of the special tax district in accordance with N.C.G.S. 105-509.1 and N.C.G.S. 105-473(a).

- g. Notice. Any written or electronic notice required by this section shall be delivered to the Parties at the following addresses:

For Durham County:

Durham County
Attn: County Manager
200 E Main Street
Durham, NC 27701

With a copy to

Durham County Attorney
200 E Main Street
Durham, NC 27701

For DCHC-MPO:

Durham Chapel Hill Carrboro Metropolitan Planning Organization
Attn: Executive Director
101 City Hall Plaza
Durham, NC 27701

For GoTriangle:

GoTriangle
Attn: General Manager
PO Box 13787
Research Triangle Park, NC 27709

With a copy to

Attn: GoTriangle General Counsel
PO Box 13787
Research Triangle Park, NC 27709

- 4.03 Amendment. The Parties will conduct a coordinated review of the Agreement at least every four (4) years to consider any desired updates through the Agreement amendment process. If any Party desires to amend the Agreement outside the (4) four-year review cycle, then the proposed amendment and the reasons for the proposed amendment shall be communicated in writing to the other Parties. If the Parties agree to the proposed amendment, then the amendment shall be affected by entering a written amendment to the Agreement. An amendment that does not change the substantive or financial commitments of the Agreement may be executed by the Durham County Manager, the DCHC-MPO Executive Director, and the GoTriangle Chief Executive Officer. Any other amendment to the terms of this Agreement to be effective must be

in the form of a written instrument properly authorized and executed by the governing boards of each Party to this Agreement.

Article V

Responsibilities, Financial Duties and Assumptions of the Parties

The responsibilities of the Parties are as follows:

5.01 Durham County shall carry out its legal, contractual, fiscal, and fiduciary duties as government as follows:

- a. Shall provide staff to serve on the SWG;
- b. Shall enter into Capital Funding Agreements and Operating Funding Agreements to study, plan, and construct public transit infrastructure capital Implementation Elements for which Durham County is a designated project sponsor and/or providing funding in-part or wholly and to deliver such Implementation Elements as identified within the Durham Transit Annual Work Program and or the Durham Transit Multi-Year Vision Plan;
- c. Shall provide required financial and status reports on Implementation Elements for which Durham County is providing funding in-part or wholly (i.e., serving as a project sponsor);
- d. Shall coordinate approval of the components of the Annual Work Program identified in Section 2.011 by the Durham County Board of Commissioners;
- e. Shall coordinate, as needed, to review documents, as defined in Article II or in subsequently developed policies & procedures that support transit plan implementation, and recommend for approval by the Durham County Board of Commissioners when necessary;
- f. Shall coordinate approval of the Multi-Year Vision Plan identified in Section 2.038 by the Durham County Board of Commissioners;
- g. Comply with N.C.G.S. 143-6A-4, the "Iran Divestment Act Certification";
- h. Perform other any other actions consistent with the powers and duties set forth in N.C.G.S. Chapter 153A and N.C.G.S 105-561 *et seq.*; and
- i. To the extent applicable, shall comply with 23 U.S.C. 134, 49, U.S.C. Chapter 53, and N.C.G.S. Chapter 136;

5.02 DCHC-MPO shall carry out its legal, contractual, fiscal, and fiduciary duties as the Metropolitan Planning Organization as follows:

- a. Shall coordinate/align Dedicated Local Transit Funding Sources with other transportation investments and state and federal funding;
- b. Shall provide staff to serve on the SWG
- c. Shall enter into Operating and Capital Funding Agreements, for which the DCHC MPO is a party to, to study and plan public transit Capital Projects and deliver Implementation Elements as identified within the Durham County Transit Annual Work Program;
- d. Shall provide required financial and status reports on Implementation Elements for which DCHC MPO is responsible (i.e., serving as a project sponsor) that are funded in-part or wholly by the Tax District;

- e. Shall serve as the coordinating agency between the Parties, N.C. Department of Transportation, and federal agencies including but not limited to the Federal Highway Administration, the Federal Transit Administration, and the Federal Railroad Administration when coordination of regional need is deemed necessary by the SWG;
 - f. Shall coordinate, as needed, to review and approve documents, as defined in Article II or in subsequently developed policies & procedures that support transit plan implementation, by the DCHC-MPO Executive Board;
 - g. Shall coordinate approval of the Multi-Year Vision Plan by the DCHC-MPO Board;
 - h. Shall identify projects using federal transit funding and ensure that the annual operating program, the Annual Operating and Capital Budgets including such projects are coordinated with the MPO's annual planning for projects process and Transportation Improvement Program;
 - i. Shall comply with N.C.G.S. 143-6A-4, the "Iran Divestment Act Certification";
 - j. When applicable and appropriate, shall apply for, secure, and direct reasonably available funding toward components of the Durham County Transit Annual Work Program consistent with its other responsibilities within the MPO;
 - k. Shall program and administer funding, including but not limited to grant funding, and perform all required duties to apply for, coordinate, and align transit funding if applicable and appropriate, with other transportation investment and state and federal funding; and
 - l. Shall perform any other actions consistent with the powers and duties set forth in 23 U.S.C. 134 *et seq.*, 49 U.S.C. Chapter 53 and as recognized under the laws of North Carolina pursuant to N.C.G.S. Chapter 136.
- 5.03 GoTriangle shall carry out its legal, contractual, fiscal, and fiduciary duties as a unit of local government as follows:
- a. Shall administer and manage the Tax District, including carrying out its legal, contractual, fiscal, and fiduciary duties;
 - b. Shall comply with the responsibilities of a local government prescribed by the North Carolina Budget and Fiscal Control Act;
 - c. Shall adhere to the Financial Plan as defined by this Agreement, and any amendments authorized thereto;
 - d. Shall adhere to the Equitable Use of Net Proceeds within or to benefit the Special District as defined in this Agreement;
 - e. Shall distribute the Financial Plan to each unit of local government within its jurisdiction in accordance with N.C.G.S. 105-508.1;
 - f. Shall use or expend all Dedicated Local Funding Sources only as specifically budgeted in the approved Durham County Transit Annual Work Program;
 - g. Shall not pledge, represent, appropriate, or covenant to appropriate any portion of the Dedicated Local Funding Sources to cover any debt service, encumbrances, or operating or other expenses that do not arise from the Durham County Transit Annual Work Program;
 - h. Shall maintain adequate Operating Fund Balances and Capital Fund Balances in the Durham Transit major operating and capital funds per Financial Policies & Procedures and related guidelines mutually agreed to by SWG;

- i. Shall obtain approval from the Local Government Commission for all issuances of debt, certain capital leases, and other financial agreements as required by law;
- j. Shall not under the provisions of N.C.G.S. 160A-20, create any security interest in real or personal property funded by Durham Transit major operating and capital funds unless 100% of the proceeds of the related financing are for projects in the Durham County Transit Annual Work Program, unless such security interest and financing are approved by the Durham County Board of Commissioners;
- k. Shall ensure that any proceeds from the sale, transfer, and disposition of property, or from insurance proceeds for projects funded by Durham Transit major operating and capital funds be used for Durham Transit projects in accordance with the Durham County Transit Annual Work Program;
- l. Shall include provisions in all applicable financing documentation to the effect that GoTriangle has entered into an Agreement prohibiting the use of Dedicated Local Funding Sources to fund debt service or other expenses that do not arise from the Durham County Transit Annual Work Program unless otherwise agreed to or approved by the Durham County Board of Commissioners or included in the Durham County Annual Work Program or the Durham County Transit Multi-Year Vision Plan;
- m. Shall, in connection with the financing of capital facilities outside of Durham County, unless such financing is agreed to or approved by the Durham County Board of Commissioners through project/global agreements (for projects that are debt eligible) between the County, GoTriangle and/or project sponsor (if not GoTriangle), include provisions in all applicable financing and agreement-related documentation to the effect that these funds shall not be used to pay debt service or fund operating expenses or other costs associated with such capital facilities or the operation thereof from Dedicated Local Transit Funding Sources and that GoTriangle has entered into an agreement prohibiting the use of Dedicated Local Transit Funding Sources for such purpose;
- n. Shall maintain such books, records, and systems of accounts so that the expenditures of Dedicated Local Transit Funding Sources and Durham County Transit Plan Revenue are accounted for as expended on the Durham County Transit Annual Work Program as budgeted and reported in the Durham Transit major operating and capital funds;
- o. Shall provide any and all Financial Statements, accountings, reports, and information to SWG within thirty (30) days of request, and produce drafts of documents created on behalf of the SWG for review and feedback from SWG prior to GoTriangle's issuance, approval, and release of Comprehensive Annual Financial Reports, adopted budget documents, and applications for Grant Funding approval;
- p. Shall not issue or authorize the issuance of any Preliminary Official Statement, Official Statement, or similar securities offering documents in connection with the financing of improvements by GoTriangle unless such document has previously been submitted to Durham County for review and comments regarding the nature of the security and sources of payment of the amounts due in connection with the financing;
- q. Shall provide staff to serve on the SWG;

- r. Shall enter into Operating or Capital Funding Agreements to study and plan public transit infrastructure Capital Projects and deliver Implementation Elements as identified within the Durham County Transit Annual Work Program;
- s. Shall provide required financial and status reports on Implementation Elements for which GoTriangle is responsible (i.e., serving as project sponsor) that are funded in-part or wholly by the Tax District, and reported for the Durham Transit major operating and capital funds;
- t. Shall annually review and approve required documents and perform any other actions consistent with the terms of this Agreement or powers authorized by a process to be established by SWG;
- u. Shall coordinate approval of the components of the Durham County Transit Annual Work Program identified in Section 2.011 by the GoTriangle Board of Trustees;
- v. Shall coordinate, as needed, to review and approve documents, as defined in Article II or in subsequently developed policies & procedures that support transit plan implementation, by the GoTriangle Board of Trustees;
- w. Shall coordinate approval of the Multi-Year Vision Plan by the GoTriangle Board of Trustees;
- x. Shall comply with N.C.G.S. 143-6A-4 regarding submissions or award of any bid or proposals to vendors, and contractors or subcontractors for any and all operating and project agreements;
- y. Perform other any other actions consistent with the powers and duties set forth in N.C.G.S. 160A, Article 26;
- z. Comply with N.C.G.S. 143-6A-4, the "Iran Divestment Act Certification"; and
- aa. To the extent applicable, shall comply with 23 U.S.C. 134, 49 U.S.C. Chapter 53, and N.C.G.S. Chapter 136.

Article VI

Roles of Transit Service Providing Entities and Non-Transit Service Providing Entities

- 6.01 Transit Service Providing Entities. The Parties contemplate that the Transit Service Providing Entities, meaning any municipality or agency that directly or through contract provides public transportation services in Durham County, including but not limited to Durham County, City of Durham and GoTriangle (when functioning as a transit provider), may participate at a minimum as follows:
- a. Provide staff to serve on the SWG
 - b. Enter into Global/Capital Funding Agreements and Global/Operating Agreements to deliver Implementation Elements as identified within the Durham County Transit Annual Work Program (which includes the approved annual budget);
 - c. Provide required financial and status reports on Implementation Elements funded in-part or wholly by the Tax District; and
 - d. Perform any other responsibility it agrees to undertake consistent with statutory authority and the terms of this Agreement.

- 6.02 Non-Transit Service Providing Entities. The Parties that the Non-Transit Service Providing Entities, meaning any entity located in Durham County that does not provide public transportation services, may participate, if and when invited through SWG membership, at a minimum as follows:
- a. Provide staff to serve on the SWG in a non-voting role
 - b. Enter into Global/Capital Funding Agreements and Global/Operating Agreements to deliver Implementation Elements as identified within the Durham County Transit Annual Work Program if identified as a project sponsor
 - c. Provide required financial and status reports on Implementation Elements funded in-part or wholly by the Tax District; and
 - d. Perform any other responsibility consistent with statutory authority and the terms of this Agreement.

Article VII

Process for Recommendation, Approval, and Development of Durham County Transit Annual Work Program and Operating and Capital Project Ordinances and Agreements

- 7.01 The Annual Work Program shall consist of the component documents outlined in Section 2.011. It shall be assembled and reviewed in accordance with the Annual Work Program Development Calendar
- 7.02 The SWG shall recommend the Annual Work Program to the Durham County Board of Commissioners and the GoTriangle Board of Trustees for approval in accordance with the Annual Work Program Development Calendar. The schedule shall allow each agency adequate time to review documentation. Each of the parties will receive the plan in the order identified in 7.03 & 7.05 and identify any concerns or issues prior to the commencement of the fiscal year covered by the plan. Included in the schedule shall be a procedure for the SWG to plan for and schedule elements of public outreach and involvement. At the time when the Durham County Board of Commissioners receives the recommended Annual Work Program, GoTriangle may also provide comments during the County's official business meeting processes. The SWG may present the Annual Work Program to the DCHC MPO for review and comment at an official MPO Board meeting if time/schedule allows.
- 7.03 Upon receipt of the draft Durham County Transit Annual Work Program, the Durham County Board of Commissioners, shall review it, and can take the following actions:
- a. Approve the Durham County Transit Annual Work Program as submitted;
 - b. Deny, while providing a list of minor issues, technical corrections, or a specific listing of Significant Concerns with the Durham County Transit Annual Work Program.
- 7.04 If the Durham County Board of Commissioners denies the work program and creates a detailed listing of minor issues, technical corrections, or Significant Concerns for the recommended Durham County Transit Annual Work Program, Durham County staff shall coordinate with other SWG members to make corrections and then submit for a second review and recommendation of approval by the SWG. Upon recommendation of the SWG, the Durham County Board of Commissioners will then vote on the revised work program.

- 7.05 Upon approval action taken by the Durham County Board of Commissioners, GoTriangle will then receive for review and take one of the following actions:
- a. Approve the Durham County Transit Annual Work Program as recommended by the SWG and approved by the Durham County Board of Commissioners;
 - b. Deny, while providing a list of minor issues, technical corrections, or a specific listing of Significant Concerns with the Durham County Transit Annual Work Program.
- 7.06 All parties in this Agreement, or their authorized representative, shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records, electronic files, agreements, minutes, and other writings and work products related to the funding of Tax District operations or projects. The cost of any audit or review conducted under the authority of this Section is the responsibility of the Party requesting the audit or review unless a material breach is detected, in which case the breaching party shall be responsible for the reasonable costs of audit or review.
- 7.07 Implementation. An Operating or Capital Project Funding Agreement shall be consistent with the requirements outlined in the supporting Comprehensive Participation Agreement. Parties to this Interlocal agreement shall endeavor to develop global-level agreements with appropriate timeframes for each project sponsor seeking to implement operating or capital projects. These agreements must be prepared prior to distributing funds and starting the Project(s). All Operating or Capital Project Funding Agreements shall have at least two signatories from appropriate parties and shall also adhere to the following:
- a. MPO Role with Managed Funding: If a project is covered by a global operating or capital funding agreement that involves federal or state funding that is otherwise under the distribution and program management responsibility of DCHC MPO, or regardless of funding source, constitutes a regionally significant project as defined in 23 CFR § 450.104, DCHC MPO shall be a party to the agreement.
 - b. Tax District Administrator Role: The tax district administrator shall always be a party to each agreement.
 - c. County Role: In addition to being a party to any agreement where the County serves as the project sponsor, the County shall be a party to each agreement where the tax district administrator is also the project sponsor.
 - d. Agreement where a special case exists: Parties to an operating or capital project agreement shall be brought by the tax district administrator as a recommendation for review and approval by the SWG when a special case arises outside the three categories described in 7.08.a-c
 - e. Standalone Agreement Need: When an operating or capital project of significant cost is programmed and approved, members of the SWG shall review and determine a significant-cost threshold that requires a standalone agreement to be developed and signed by all appropriate parties.
- 7.08 Interim Work Program. In the event a resolution cannot be met to address the list of issues or technical corrections upon a vote of denial from either party highlighted in 7.03 & 7.05, an interim work program will be utilized for the upcoming fiscal year, pursuant to N.C.G.S. 159-13, until such time as a new work program is adopted by the parties identified in 7.04 and 7.05. In the case that an interim budget goes into effect, the current year operating budget will be assumed for the upcoming fiscal year. No additional capital expenses will be approved, nor any

additional reimbursements paid for capital projects, until such time that a new work program is adopted by the parties identified in 7.04 and 7.05. This interim budget does not require approval of either body in 7.04 or 7.05. In the event an Interim Work Program is enacted and specialized fiscal analysis is required to further inform achieving a new Annual Work Program, the tax district administrator shall bring such request to the SWG for review & approval.

Article VIII

Process for Recommendation, Approval, and Development of Durham County Transit Multi-year Vision Plan

- 8.01 The Multi-year Vision Plan shall include the component documents outlined in Section 2.038. The plan shall be assembled and reviewed in accordance with the Annual Work Program Development Calendar or other agreed upon schedule based on timing and need for multi-year plan adoption.
- 8.02 The SWG shall recommend the Multi-Year Vision Plan to the Durham County Board of Commissioners, DCHC MPO Board and the GoTriangle Board of Trustees for approval in accordance with the Annual Work Program Development Calendar or agreed upon schedule to meet the needs for the Multi-year plan adoption. The schedule shall allow each agency adequate time to review documentation, identify concerns and coordinate issues. Included in the schedule shall be a procedure for the SWG to plan for and schedule elements of public outreach and involvement.
- 8.03 Upon recommendation from the SWG, the Durham Transit Multi-year Vision Plan shall go before each governing board (Durham County Board of Commissioners, DCHC MPO Board and GoTriangle Board of Trustees) for review and the opportunity to take the following actions:
 - a. Approve the Durham Transit Multi-year Vision Plan as recommended;
 - b. Deny, while providing a list of minor issues, technical corrections, or a specific listing of Significant Concerns with the Durham Transit Multi-year Vision Plan.
- 8.04 If any of the three governing boards denies the Multi-Year Vision Plan and creates a detailed listing of minor issues, technical corrections, or Significant Concerns for the recommended Durham Transit Multi-Year Vision Plan, SWG staff members who represent the dissenting board shall communicate the issues to other staff representatives of the other governing board(s) and coordinate with other SWG members to revise the plan and then submit for an additional review and approval by all three governing boards.

Article IX

Process for Capital, Non-Capital, Infrastructure, and Service Delivery Projects Reporting

- 9.01 The Tax District shall be reported as a Component Unit and shall include the Durham Transit major operating and capital funds separate from any and all major funds and/or other special tax districts within the Tax District, in the body of annually audited financial statements as required by GASB standards for major funds reported by blended component units. As administrator of the Tax District, GoTriangle shall present an annually audited financial

statement for the separate component unit by December 15th of the subsequent fiscal year to the Durham County Board of Commissioners, DCHC MPO Board, and GoTriangle Board of Trustees.

- 9.02 At the time of the presentation of the annually audited financial statements, GoTriangle shall present an update of the Durham County Transit Annual Work Program projects including project milestones and timelines and operations of the system. This presentation shall be considered an Annual Durham Transit Report.
- 9.03 GoTriangle, as administrator of the Tax District, shall issue the following to the parties of this agreement, as well as any associated project sponsors:
 - a. Enhanced Quarter-2 Report for half-year period ending December 31st. to the SWG for the Durham Transit major operating and capital funds. This Report will be due to the SWG Administrator by March 15th. The format of this report shall be agreed upon by the Parties to this Agreement by June 30, 2023.
 - b. Quarterly Financial Condition Report. This report will be due 45 days after the end of each quarter which provides statement of financial condition of all program/plan implementation elements prepared in accordance with N.C.G.S. 159-25. Quarterly Financial Condition Report shall apply for all quarters but shall also be incorporated elements into the Enhanced Quarter-2 and Annual Reports.
- 9.04 At the time of the submittal of the Enhanced Quarter-2 reports, each agency that has a project funded in that fiscal year through the annual work program shall also submit an update of projects including project milestones and timelines and transit operations. The format of the Enhanced Quarter-2 Report and Quarterly Financial Condition Report shall be agreed upon by the Parties of this agreement by September 1, 2023.

Article X

Agreement Related Dispute Resolution

It is the desire and intent of the Parties to resolve any disputes in a collaborative manner and to avoid, if possible, the expense and delay of litigation. In the event that any Party cannot resolve an issue with another Party under this Agreement, the affected party shall engage in the following process:

- 10.01 Any Party may give written notice to another Party or Parties of any dispute not resolved in the ordinary course of business. Within ten (10) business days after delivery of the written notice by regular or electronic mail, the receiving Party(ies) shall submit a written response to the disputing Party and designate in the notice a representative who will represent that Party in the negotiation to resolve the dispute. If a third-party mediator is necessary, the Party providing initial written notice will indicate as such in the notice and seek confirmation/approval by the receiving parties in written response. It shall be the responsibility of the Party giving notice to cover any costs related to any third-party mediator once confirmed/approved by the receiving parties.
- 10.02 Within ten (10) business days of receiving the response, the appointees of the disputing and receiving Parties shall meet at a mutually acceptable time and place, and thereafter, as often as necessary to resolve the dispute.

- 10.03 All reasonable requests for information made by one Party to the other shall be honored in a timely fashion to permit constructive discussion.
- 10.04 The duty to engage in dispute resolution is a material part of this Agreement enforceable by equitable relief.
- 10.05 Upon failure to resolve a dispute through the steps outlined in this Agreement, any Party may engage in other dispute resolutions processes agreed upon by the Parties or pursue any legal or equitable remedies available.

Article XI

Non-Assignment

Delegation of Duty

- 11.01 No Party shall assign any portion of this Agreement or the rights and responsibilities hereunder to another person or entity who is not a party to this Agreement without the prior written consent of the other Parties. Notwithstanding the above, nothing herein shall restrict the rights of any party to contract with any third parties for the implementation of the Durham County Transit Annual Work Program as contemplated herein.
- 11.02 Except as expressly stated herein, this Agreement shall not change the delegation of any duty previously delegated to Party by federal law, state statute, local ordinance, or resolution, and shall not create any new duty which does not exist under federal law, state statute, local ordinance, or resolution.
- 11.03 Nothing herein shall modify, abridge, or deny any authority or discretion of Durham County with regard to calling for a special election as set forth in N.C.G.S. 163-287 or considering authorization to conduct a referendum by vote as set forth in N.C.G.S. Chapter 105, Article 43, Part 3.
- 11.04 Nothing herein shall modify, abridge, or deny any authority or discretion of any Party or municipality to independently develop, administer, or control transportation projects pursuant to enumerated authority or funding sources separate from the authority and funding sources outlined in this Agreement.

Article XII

Other Provisions

- 12.01 No Third-Party Beneficiaries. This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.
- 12.02 No Waiver of Qualified Immunity. No officer, agent or employee of any party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual

capacities. This section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

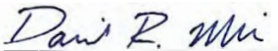
- 12.03 Ethics Provision. The Parties acknowledge and shall adhere to the requirements of N.C.G.S. 133-32, which prohibits the offer to, or acceptance by any state or local employees of any gift from anyone with a contract with the governmental entity or from a person seeking to do business with the governmental entity.
- 12.04 Governing Law, Venue. The Parties acknowledge that this Agreement shall be governed by the laws of the State of North Carolina. Venue for any disputes arising under this Agreement shall be in the courts of Durham County, North Carolina.
- 12.05 Entire Agreement. The terms and provisions herein contained constitute the entire agreement by and between the parties hereto and shall supersede all previous communications, representations, or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof.
- 12.06 Severability. If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.
- 12.07 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original.
- 12.08 Verification of Work Authorization. The extent applicable, all parties and any subcontractors hired for purposes of fulfilling any obligations under this Agreement or any Operating Agreement or Funding Agreement contemplated by this Agreement, will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation or sign affidavits or any other documents requested by either party demonstrating such compliance.

The Transit Governance Interlocal Agreement between Durham County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, and Research Triangle Regional Public Transportation Authority was adopted by the Durham County Board of Commissioners by a vote of 5-0 on March 13, 2023.

ATTEST:BY: TITLE: Clerk to the Board**DURHAM COUNTY, NORTH CAROLINA**BY: 

TITLE: Chairperson, Board of County Commissioners

The Transit Governance Interlocal Agreement between Durham County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, and Research Triangle Regional Public Transportation Authority was adopted by the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Board by a vote of 8-0 on April 12, 2023.

ATTEST:BY: TITLE: Business Services Administrator**DURHAM-CHAPEL HILL-CARBORRO
METROPOLITAN PLANNING ORGANIZATION**BY: TITLE: Chairperson, Durham-Chapel Hill-Carrboro
Metropolitan

The Transit Governance Interlocal Agreement between Durham County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, and Research Triangle Regional Public Transportation Authority was approved by the Research Triangle Regional Public Transportation Authority d/b/a GoTriangle by a vote of 6 - 0 on March 22, 2023.

ATTEST:

**RESEARCH TRIANGLE REGIONAL PUBLIC
TRANSPORTATION AUTHORITY D/B/A
GOTRIANGLE**

BY: Michelle Daulton

TITLE: Clerk to the Board of Trustees/
Assistant Secretary

BY: [Signature]

TITLE: Chairperson, Board of Trustees

Triangle Tax District

Durham County – Transit

Financial Policies and Procedures Manual

Contents

Durham Operating Fund Balance and Liquidity Policy and Guidelines	2
Fund Balance and Liquidity Policy:	2
Procedures:.....	2
Durham Capital Fund Balance Policy and Guidelines	2
Procedures:	3
Durham County Transit Billing, Payment and Reimbursement Policy and Guidelines	4
Guidelines:.....	4
Debt Policy and Guidelines	6
Debt Policy:.....	6
Debt Guidelines:	6
Increased Cost of Existing Services (ICES)	9
Carryover Policy	12
Capital.....	12
Operating.....	12
Bus Operating Cost Per Hour Policy	13
Exhibit A: GoTriangle Financial Policies & Procedures (for reference)	14

Durham Operating Fund Balance and Liquidity Policy and Guidelines

Purpose: As administrator of the Triangle Tax District, GoTriangle will maintain sound financial practices including minimum fund balance and liquidity requirements.

Fund Balance and Liquidity Policy:

It is the policy of the Triangle Tax District to maintain both minimum fund balance and cash reserve requirements. Based on the funding sources and responsible fiscal management, the Durham Operating Fund will maintain a fund balance to be used as a resource for expected and unexpected, but agreed upon, financial demands and to demonstrate strong liquidity to credit rating agencies as well as federal and state governments. This information will be used to support applications for additional funding towards Durham County Transit projects, including applications for the issuance of debt, and request federal and state grant resources.

A minimum of 90 days unrestricted cash must be maintained in the Durham Operating Fund

Cash is defined as 'on-deposit' in the bank account.

The policy should be administered under the following requirements:

All restricted, committed, assigned and unassigned fund balance, as defined in Governmental Account Standards Board (GASB) Statement 54, may be used in the calculation of the minimum fund balance requirement.

Funds may only be spent in accordance with the external guidelines and enabling legislation as defined in Article II of the Durham County Transit Governance ILA.

Idle funds as defined in N.C.G.S. 159-30 will be invested in accordance with applicable North Carolina General Statutes and GoTriangle's investment guidelines.

Procedures:

The Durham County Transit Financial Model for the Durham Operating Fund will include projections of fund balance and annual expenditures. Annual reporting will be provided by GoTriangle to the SWG, Durham County Board of Commissioners, DCHC MPO Policy Board and GoTriangle Board of Trustees, which will allow a review of budget compared to actuals for the Durham Operating Fund. Additionally, this annual review will ensure that sufficient fund balance will be available at year end to meet the adopted reserve requirement as defined above. The Durham County Transit Annual Work Program will include funds allocated, if needed, to maintain the Durham Operating Fund balance to meet financial policy guidelines. To demonstrate progress and compliance with this policy, GoTriangle will include a calculation of this liquidity measure within the statistical section of its Annual Comprehensive Financial Report ("ACFR").

Durham Capital Fund Balance Policy and Guidelines

Purpose: As administrator of the Triangle Tax District, GoTriangle will maintain sound financial practices including minimum fund balance requirements.

Capital Fund Balance Policy: It is the policy of the Triangle Tax District to maintain a minimum capital fund balance. Based on the nature of the funding sources and responsible fiscal management, the

Durham Capital Fund will maintain a fund balance to act as a resource for capital project funding shortfalls.

The target fund balance for the Durham Capital Fund will be five percent (5%) of a 10-year rolling horizon timeframe to further inform the Durham County Transit Multi-Year Vision Plan's Capital Improvement Plan (CIP).

The policy should be administered under the following requirements:

In addition to the reserve of the 5% of the CIP reserve the Durham County financial plan will also keep a minimum \$10 million balance in the projected cash flows of their financial model.

The five percent (5%) fund balance will be separate and apart from project contingency budgeted as a part of individual projects appropriated in the Durham Capital Fund.

Idle funds as defined by N.C.G.S. 159-30 will be invested in accordance with applicable North Carolina General Statutes and GoTriangle's investment guidelines.

Procedures:

Projections of the fund balance as a percentage of the Durham County Transit Annual Work Program's CIP will be maintained, demonstrating future compliance with this policy. To demonstrate progress and compliance with this policy, GoTriangle will include a calculation within the statistical section of its ACFR.

Durham County Transit Billing, Payment and Reimbursement Policy and Guidelines

Purpose: As administrator of the Triangle Tax District, GoTriangle will be responsible for the billing, payment and reimbursement of funds that support approved expenditures as part of the Durham County Transit Multi-Year Vision Plan.

Policy: It is the policy of the Durham Operating Fund and the Durham Capital Fund and participating local governments and other entities to maintain strong billing, payment and reimbursement practices.

Guidelines:

Transit expenditures by the participating local governments and other entities are to be budgeted annually and recommended by the SWG and adopted by the Durham County Board of Commissioners and GoTriangle Board of Trustees.

The adopted budget ordinances for the Durham Operating Fund, the Durham Capital Fund, and the operating/capital funding agreements with the participating partners are the controlling documents for billing, payments, and reimbursement.

Dollars appropriated in the Durham Capital Fund are appropriated pursuant to Section 13.2 of N.C.G.S. Chapter 159 and therefore do not lapse at the end of the year and are available for reimbursement requests for the duration of the respective project unless subsequently amended by Board action or project closeout.

Reimbursement payments made for expenditures in conjunction with appropriations from the Durham Operating Fund and the Durham Capital Fund will be made to the participating local governments and other participants after the GoTriangle Finance Department has received a request for reimbursement using the pre-established Durham County Transit template and associated required documentation. GoTriangle's reimbursement requests will be paid following review by the Staff Working Group Administrator. All other reimbursement requests will be reviewed by GoTriangle. Upon approval, GoTriangle will send payment to all parties.

Payments will be made in accordance with the North Carolina Local Government Budget and Fiscal Control Act.

Submissions for reimbursement may be done as often as is efficient and effective for the local participating entity; however, disbursements from GoTriangle are recommended to be completed quarterly but will be no more frequent than on a monthly basis.

Advance payments and/or establishment of a working capital fund for specific circumstances may be considered by GoTriangle.

The request for reimbursement and supporting documentation should be submitted either in writing or by electronic means as specified in the terms of the operating and capital agreements.

Reimbursement requests will include a statement signed by the requesting agency's Finance Officer or designee, stating funds were spent in accordance with the adopted Annual Transit Work Program and associated laws, rules and regulations, and the request for funds includes items due and payable.

Projects that involve federal funding agreements may require additional documentation and review that will be incorporated in future project agreements.

DRAFT

Debt Policy and Guidelines

Purpose: As administrator of the Triangle Tax District, GoTriangle may issue debt to support approved capital projects in the Durham County Transit Multi-Year Vision Plan. It is the goal of the SWG that debt issuances will strive to obtain favorable ratings available for transit financing. The debt policy outlines the requirements and criteria set forth to achieve this goal and to advance the Durham County Transit Multi-Year Vision Plan.

Debt Policy:

It is expected that debt will periodically be issued by GoTriangle in support of the Durham County Transit Multi-Year Vision Plan under the following requirements:

Any debt to be issued will be reviewed and recommended by the SWG, approved by the Durham County Board of Commissioners, and approved and authorized by the GoTriangle Special Tax Board (pursuant to N.C.G.S. 160-167).

Per North Carolina Law, debt issuances will be approved by the Local Government Commission.

Debt service payments will be made in accordance with the North Carolina Local Government Budget and Fiscal Control Act.

Any proposed debt issuance will be evaluated using prospective revenue expenditure amounts, as modeled in the Durham County Transit Financial Model, which is mutually agreed to by the SWG. The Durham Transit Financial Model assumptions will be agreed to annually by the SWG through coordination efforts defined in the Governance ILA.

Debt Guidelines:

Debt issuances that are incorporated as part of the financial model will be modeled using the following guidelines:

It is the goal that all rated debt issued on behalf of approved capital projects in the Durham County Transit Multi-Year Vision Plan will obtain a rating no lower than A1 (Moody's) or A+ (S&P/Fitch) and preferably in a double-A category.

Actions recommended by the SWG, or adopted by the Durham County Board of Commissioners and GoTriangle Board of Trustees shall not diminish the financial health of Durham Operating and/or Durham Capital Funds.

Debt will be issued to ensure sufficient flexibility to meet future obligations outlined in the Durham County Transit Multi-Year Vision Plan and to take advantage of opportunities based on market conditions.

The gross debt service coverage ratio will not go below 2 times (2X) gross revenue to annual debt service, excluding short-term principal payments.

Gross revenue is defined as Durham County Locally Dedicated Transit Funding Sources as stated in Section 2 of the Durham County Transit Governance ILA, plus additional farebox revenue attributed to services funded by Durham County Locally Dedicated Transit Funding Sources plus any federal capital funds expected.

The debt service coverage (i.e., the ability to pay debt service after operations) will not go below 1.25 times (1.25X) annual debt service excluding principal payments on short-term debt.

Debt service coverage is defined as Durham County Locally Dedicated Transit Funding Sources, plus additional fare box revenue attributed to services funded by Durham County Locally Dedicated Transit Funding sources, plus any federal capital funds expected, less the sum of expenses for tax district administration, and transit operations.

Upon the full funding of reserves, any cash that maintains the Durham Transit plan in accordance with above mentioned rules may be used as cash funding for capital projects to provide additional sources of funding for capital projects to minimize debt levels. Future bonds issued will conform and adhere to

Additional bonds test contained in bond documents, and

Debt service coverage ratios of the Durham Operating Funds and Durham Capital Funds Debt Policies

A Debt Service Reserve Fund ("DSRF") will be established for debt issuances where the DSRF creates a lower cost of funds and does not exceed the minimum amount permitted under federal tax law.

Investment of bond proceeds will be in accordance with all applicable North Carolina statutes and federal tax law.

Debt will be structured in a manner consistent with the useful life of related projects, not to exceed a final maturity of 35 years. Principal amortization will be level debt service or faster, except for deferrals of principal in connection with construction period financing or short-term financing related to future receipt of federal and/or state funds.

Debt issued in support of the Durham County Transit Multi-Year Vision Plan will be authorized under N.C.G.S. 160A-20. Alternative debt instruments may be evaluated and utilized subject to recommendation by the SWG and approved by the Durham County Board of Commissioners and GoTriangle Board of Trustees.

If a project sponsor seeks repayment for debt issued outside of the Durham County Transit Multi-Year Vision Plan it will be paid after all debt service and operating expenses of the plan have been paid and will subordinate to as debt issued by Tax District Administration. Debt payments reimbursed to the project sponsor will be identified as a yearly capital project and included in all Capital Improvement programs (CIP) upon initial approval.

Select SWG voting members or designated representatives of SWG voting agencies (if/when applicable) will participate in the following:

RFP and/or selection process of:

Financial Advisor; Investment Consultant for GoTriangle (as necessary)

Underwriter(s); Bond Counsel; and any other necessary roles related to GoTriangle debt financing in support of the Durham County Transit Multi-Year Vision Plan

Providing assistance as needed for guidance associated with debt issuances to include interactions with rating agencies.

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Increased Cost of Existing Services (ICES)

UPDATE Spring 2023 – Parties and Implementation Partners will refer to legacy language from prior Transit Governance ILA to define how operators can seek funding to support increased cost of services. This language is shown below.

The Durham County Multi-Year Vision Plan (Plan) provides that all funding for bus services will be appropriated as set forth in the Plan. The use of these bus service funds is limited to support of *new* bus services *above and beyond* the existing transit system services in place on January 15, 2013.

Notwithstanding the foregoing, a Calculated Amount, as defined below, of the annual bus service funds provided in the Plan may be used by GoDurham to pay for the Increased Cost, as defined below, of existing bus service operations each year. The “Calculated Amount” which may be used for this purpose shall be an amount equal to or less than one-half of the prior year total receipts from the Durham County local vehicle registration fee of \$7.00 permitted by Article 52 of NCGS Chapter 105. For the 2014 and 2015 fiscal year’s actual receipts for vehicle registration fees in Durham County as acceptable to the parties and to GoDurham. For purposes of this paragraph, “Increased Costs” shall be the increase in the annual per hour Operating Cost for bus service, as defined below, multiplied by the annual revenue hours of bus service provided by GoDurham as of January 15, 2013. “Operating Cost” shall include the costs of bus operations, maintenance, supervision and administration bus shall not include capital costs for facilities or vehicles.

The scenarios below are drafted for future consideration by parties and implementation partners upon the next deliberation of the Multi-Year Transit Vision Plan.

Purpose: Transit operators in Durham County are able to use one Locally Dedicated Transit Funding Source (the County Vehicle Registration Tax, pursuant to N.C.G.S. 105-570, which is levied at \$7.00 per year) to supplement projected increased costs of existing, or baseline, services that were in operation prior to the passage of the County’s ½ cent sales tax dedicated to public transportation investment.

ICES Policy: An equitable formula is to be used in determining annual allocations of available funds from the projects County Vehicle Registration Tax for each fiscal year to all operators providing services within Durham County (GoDurham & GoTriangle).

Variables include:

- Total Revenue Service Hours for Fixed Route Bus Services, per provider, at the end of FY2012
- Total Expenditures for Fixed Route Bus Services, per provider, at the end of FY2012
- Average annual historical cost escalation rate, per provider, from FY2012 to current fiscal year
- Mutually agreed upon cost escalation rate for upcoming fiscal year

Step one: Calculate ratio of Fixed Route Bus Revenue Service Hours operated by each agency in Durham County at the end of FY2012.

NOTE: GoTriangle will need to account for estimated number of hours of revenue service and associated costs operated ONLY within Durham County at end of FY2012.

Step two: Apply the ratio of each operator's revenue service hours to the upcoming fiscal year's County Vehicle Registration Tax projected amount. These three individual ratios will be applied in Step five.

Step three: calculate the estimated increased cost of services from FY2012 by escalating Total Expenditures for Fixed Route Bus Services, per provider, at the end of FY2012 (see NOTE for GoTriangle above) using the average annual historical cost escalation rate, per provider, from FY2012 to current fiscal year.

Step four: Through agency coordination, a mutually agreed upon escalation rate will be used to calculate the upcoming fiscal year's projected costs for the continuation of baseline services from FY2012.

Step five: Apply the ratios realized in Step two to each operator's projected costs calculated in Step four. This will indicate level of funding needed to support those FY2012 baseline services and associated increased cost of those services in the upcoming fiscal year.

Option A (maintaining existing cap of 50% of \$7 tax source):

IF the sum of ICES calculated for the upcoming fiscal year for each agency in step five is greater than 50% of the available amount of funding projected to be available from the County Vehicle Registration Tax funding source, then each agency and its governing jurisdiction are responsible for funding for the balance from other local funding sources not already dedicated to supporting local public transportation investments.

If the sum of ICES calculated for the upcoming fiscal year for each agency in step five is less than the available amount of funding projected to be available from the County Vehicle Registration Tax funding source, then the SWG will advise the Tax District and associated governing bodies on appropriate allocation into reserves.

Option B (Increasing cap option to 75% of \$7 tax source)

IF the sum of ICES calculated for the upcoming fiscal year for each agency in step five is greater than 75% of the available amount of funding projected to be available from the County Vehicle Registration Tax funding source, then each agency and its governing jurisdiction are responsible for funding for the balance from other local funding sources not already dedicated to supporting local public transportation investments.

If the sum of ICES calculated for the upcoming fiscal year for each agency in step five is less than the available amount of funding projected to be available from the County Vehicle Registration Tax funding source, then the SWG will advise the Tax District and associated governing bodies on appropriate allocation into reserves.

Option C (removing cap, allowing access to full amount of annual \$7 tax source)

IF the sum of ICES calculated for the upcoming fiscal year for each agency in step five is greater than the available amount of funding projected to be available from the County Vehicle Registration Tax funding source, then each agency and its governing jurisdiction are responsible for funding for the balance from other local funding sources not already dedicated to supporting local public transportation investments.

If the sum of ICES calculated for the upcoming fiscal year for each agency in step five is less than the available amount of funding projected to be available from the County Vehicle Registration Tax funding

source, then the SWG will advise the Tax District and associated governing bodies on appropriate allocation into reserves.

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Carryover Policy

Capital

- Durham County Tax District will work towards development and maintaining a capital reserve fund
- Capital project allocations as defined by the transit plan will be reserved and can be drawn on throughout the life of the project as per annual work plan programming
- Capital fund dollars appropriated within the annual programming are available for reimbursement requests for the duration of each project unless subsequently amended by Board action or until project closeout
 - Upon project closeout, any leftover funds (surplus) will be released and made available for future capital projects upon recommendation from the Durham County Staff Working Group

Operating

- Dollars appropriated in the operating fund will lapse at the end of the year as of June 30
- Any unutilized operating funds will be returned to the operating fund balance for future programming

Bus Operating Cost Per Hour Policy

Transit agencies will be reimbursed for the following cost categories:

- Operations
- Fuel
- Maintenance
- Supervision of operators, safety, and maintenance staff

No overhead may be charged to the Tax District as part of bus service operations including service planning, financial management, management of contracts with operators or interlocal agreements, capital purchases, leasing of facilities, non-operations facility maintenance, etc. Those costs may be requested and paid for through other Transit Plan projects subject to approval of the Transit Plan and Annual Work Program.

The approval of the annual work program will include an estimated cost per hour for each agency. This cost per hour should be consistent with the transit agency's overall cost per hour paid through other funding sources. As such, the Transit Plan and local funding growth rates should be consistent when controlling for any new or expanded services. If any agency requests an increase that exceeds 2.5% compared to the previous year's Work Plan, transit agencies will be encouraged to submit a second quarter amendment that will include documentation to the Staff Working Group to verify their budgets meet this policy and be included as part of the recommendation of the amendment request. If the increase is recommended by the Staff Working Group, the revised cost per hour will be the starting point plus 2.5% increase for the following years cost per hour.

Reimbursements will be made based on the estimated cost per hour for quarters 1, 2, and 3. Quarter 4 will include a reconciliation based on the actual annual cost per hour. Transit agencies are expected to complete the Durham Transit Reimbursement year-end reconciliation template that is included in the reimbursement template. The cost per hour that is listed in the reconciliation template should be consistent with other funding source cost per hours across the transit agency's network.

GoTriangle will use a consistent cost per hour across all three County Transit Plans (i.e., Durham, Orange & Wake Counties).

Exhibit A: GoTriangle Financial Policies & Procedures (for reference)

[INSERT GOTRIANGLE FINANCIAL POLICIES & PROCEDURES DOCUMENT AS EXHIBIT A]

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GoTriangle Investment Guidelines

Exhibit A

3.0 FINANCIAL

3.10 INVESTMENT POLICY & PROCEDURE

3.10.1 Investment Policy

- A. TTA shall remain 100% invested at all times with the exception of moneys held for petty cash or moneys held in a compensating balance account. (100% invested refers to actual investments as well as the use of interest bearing checking accounts).
- B. G.S. 159-30(c) authorizes TTA to invest in obligations of the United States of America or obligations fully guaranteed both as to principal and interest by the United States of America; obligations of the State of North Carolina; bonds and notes of any North Carolina local government or public authority; obligations of certain non-guaranteed federal agencies; certain high quality issues of commercial paper and banker's acceptances; and the North Carolina Capital Management Trust, a money market fund.
- C. Eligible deposits and investments are limited to those restricted by the federal government (refer to the North Carolina Department of the State Treasurer Policies Manual, Cash Management tab, beginning with page 16). The guidelines state that proper diversification of the investment portfolio must be achieved in order to minimize risks brought on by economic and market changes.
- D. Collateralization for deposits shall be in accordance with Title 20, Chapter 7 of the North Carolina Administrative Code (NCAC). All deposits for TTA shall be fully protected through deposit insurance and eligible collateral securities pursuant to 20 NCAC 7. The Financial Reporting Manager shall notify the TTA depository when an account is opened that the moneys deposited are public funds subject to collateralization and shall file a "Public Deposit Status Report" with each depository and the State Treasurer promptly after June 30. The Financial Reporting Manager shall maintain a file of the list of financial institutions using the Pooling Method from the Department of the State Treasurer. There shall be a signed escrow agreement with a third party escrow agent for each Dedicated Method depository that holds uninsured deposits, unless the escrow agent is the Federal Home Loan Bank or the Federal Reserve

3.0 FINANCIAL

Bank. The Financial Reporting Manager shall request and receive timely confirmations of collateral pledged by Dedicated Method institutions. A file of all pledges of collateral and a record of pledged securities per Dedicated Method depository shall be maintained by the Financial Reporting Manager. There shall be no releases or substitutions of collateral securities resulting in a decrease in the market value of securities pledged by Dedicated Method depositories without prior approval by the Chief Financial Officer. The Financial Reporting Manager shall request and receive a statement of collateral pledged from each Dedicated Method institution at least quarterly including the total par and market value of the securities.

- E. The Chief Financial Officer shall be responsible for obtaining custody and providing safekeeping of securities and deposit certificates according to G.S. 159-30(d). All securities purchased by TTA shall be delivered (or book entered) to the Authority's custodian and placed in its custody account in the name of TTA. All such custodial agreements shall be between TTA and the custodian in the name of TTA. Certificates of deposit purchased by TTA shall be delivered to the Financial Reporting Manager.
- F. The Financial Reporting Manager shall ensure proper diversification of the investment portfolio in order to minimize risks brought on by economic and market changes.
- G. Diversification by Financial Institution:
 - 1. No more than 50% of TTA's moneys shall be invested in any obligation that does not bear the full faith and credit of the United States of America.
 - 2. No more than 50% of TTA's total moneys shall be placed with a single financial institution.
 - 3. No more than 25% of the overall portfolio shall be invested in the securities of a single issuer, except for the U.S. Treasury or U.S. backed instruments (i.e. GNMA's)
 - 4. No more than 10% of the portfolio shall be invested in a regular savings account.
 - 5. No more than 10% of the portfolio shall be invested in overnight securities or in highly marketable, short-term securities which can be quickly sold to meet liquidity needs.

3.0 FINANCIAL

H. Diversification by Classes of Securities:

Type of Security	Maximum percentage
U.S. Treasury Certificates, Bonds, Notes, and Bills.	100% of Portfolio
Obligations of U.S. Government-sponsored entities (Instrumentality)	75% of Portfolio
Collateralized Governmental Mortgage Obligations of Government sponsored enterprises (i.e. Freddie Mac or Fannie Mae)	10% of Portfolio
Collateralized Governmental Mortgage Obligations of Ginnie Mae	40% of Portfolio
North Carolina State and Local Bonds	50% of Portfolio
Certificates of Deposit	100% of Portfolio
Commercial papers, Bankers Acceptance	25% of Portfolio
NCCMT Certified Mutual Funds	100% of Portfolio
Repurchase Agreement	As required for overnight cash flow, or 25%
Ginnie Mae Pools	50% of Portfolio

I. Maturities Schedule:

1. Short Term Portfolio: No less than \$500,000 of the total investment portfolio shall mature within seven days. No less than 25% of the portfolio shall mature in 90 days.
2. Intermediate Term Portfolio: the average maturity of the portfolio shall not exceed five years.
3. Long Term Portfolio: The average maturities of this portfolio shall not exceed twenty years. Any exceptions must be approved by the Chief Financial Officer. Reasons for exceptions may include anticipated higher market yields.

Note: The North Carolina Capital Management Trust (NCCMT) maintains this level of diversification for issuers and industries; therefore, a unit of government's investment with the NCCMT would not be subject to these limits.

- J. The Financial Reporting Manager shall constantly monitor the investment portfolio and make adjustments as necessary.

3.0 FINANCIAL

- K. The Financial Reporting Manager shall review daily the cash position of TTA and decide what moneys can be deposited or invested for certain periods of time. If any deposits or investments are to be made, the Financial Reporting Manager will make this determination and then institute a bidding process for TTA's moneys as follows:
1. For eligible investment vehicles, the Financial Reporting Manager shall solicit offers from an approved list of financial institutions and broker/dealers. The Financial Reporting Manager shall review the various offers and determine the appropriate investment vehicle, considering such factors as the safety of the investment, the rate, and the maturity. All interest rates shall be quoted on a discount basis. For securities purchased by TTA, the Financial Reporting Manager shall instruct the seller that securities are to be delivered to TTA's escrow agent, who will disburse moneys. The Financial Reporting Manager will be responsible for notifying the financial institution that placed the highest bid.
 2. Wire transfers, both incoming and outgoing, shall be handled by an individual other than the person receiving the telephone quotes (usually the Chief Financial Officer). Wires will be processed by the institution's deadline with written confirmation forwarded the next business day. These confirmations will be documented by the Financial Reporting Manager and delivered to the Chief Financial Officer for review.
 3. An individual shall be assigned by the Chief Financial Officer to monitor the safekeeping of securities, both owned by TTA and pledged for TTA's deposit. Once securities are escrowed, this individual shall receive timely written confirmations from the safekeeping agent acknowledging delivery of the specified securities. These confirmations shall be recorded and forwarded to the Chief Financial Officer for review.

3.10.2 Investment Procedure

- A. The Chief Financial Officer determines moneys available for investment, usually in the form of excess cash either in the checking account or in the North Carolina Capital Management Trust, or proceeds from the maturity of a security. The Financial Reporting Manager calls approved financial institutions and gets quotes on desired securities. Quotes with pertinent information such as CUSIP number, coupon rate, maturity value, etc. are faxed to the Financial Reporting Manager. The Financial

3.0 FINANCIAL

Reporting Manager submits these quotes to the Chief Financial Officer for review.

- B. The Chief Financial Officer evaluates the purchase options and yields, and checks to see if they are in accordance with the desired portfolio mix as specified in the policy above. Securities are typically purchased by TTA in blocks of \$500,000 and \$1,000,000.
- C. When a decision has been made on the purchase, the Financial Reporting Manager calls the financial institution to purchase the instrument at the quoted price. A total cost of the purchase is obtained which, if relevant, will include accrued interest paid to the previous holder. Also at this time, arrangements are made for the settlement date of the purchase. The financial institution executes the electronic purchase and delivers the certificates to TTA's custodial bank where they are held in trust.
- D. If funds are not readily available in the money market account with the custodial trust for settlement then the Financial Reporting Manager must wire funds from another TTA account (i.e. the checking account or the general investment account held with the North Carolina Capital Management Trust). Funds must be wired from the North Carolina Capital Management Trust by 12:00 noon and from the financial institution by 4:00 p.m. This transaction is documented on a wire transfer form [see Exhibit 3-C], which is also used as the source to record the journal entry to the general ledger.
- E. The Financial Reporting Manager notifies, by telephone, the custodian's trust department that a security has been purchased and gives them the total cost, settlement date, date that funds will arrive (if applicable), and identifies the sender of the funds. The contact at the trust department calls their operation center to advise of the incoming wire.
- F. The Financial Reporting Manager prepares a letter to the trust operations department for notification of the purchase. The letter is first faxed and later mailed. One copy is sent to the contact at the trust department and one copy is retained for file purposes and for support documentation for the wire transfer.
- G. A confirmation is sent to the Financial Reporting Manager by the financial institution from which the security was purchased and is retained in TTA's file. The custodian's month-end statement will reflect the purchase transaction.

3.0 FINANCIAL

- H. An investment schedule is maintained by the Financial Reporting Manager, which depicts the cash and investment portfolio, along with expected income and other pertinent information (i.e. maturity date, CUSIP numbers, etc.) This schedule is used to record the interest accruals to the general ledger and to reconcile to the general ledger.
- I. A semi-annual report, entitled Report of Cash & Investments [see Exhibit 3-D], is filed in January and July to report the investment portfolio and market values to the NC Local Government Commission for compliance purposes. The Financial Reporting Manager is responsible for completing and filing this form. The form is reviewed and signed by the Chief Financial Officer.

Durham County Transit Work Program Amendment Policy

Following the adoption of the Durham County Transit Annual Work Program, project sponsors and Durham County Transit lead agency staff may need to make changes to the scope or budget for approved Durham County Transit Annual Work Program implementation elements; to add or remove implementation elements from an applicable Work Program; or to make changes to other components of Durham County Transit Annual Work Programs, such as the controlling components of project funding agreements that tie to Durham County Transit Annual Work Program implementation elements (i.e., agreement periods of performance or reporting requirements), financial model assumptions that support the applicable Work Program, or scopes of work or funding amounts for future programmed implementation elements. The policies and procedures for making these changes are outlined below.

Amendment Requests: Requests should be submitted to the SWG Administrator using a Durham County Transit Annual Work Program Amendment Request Form in accordance with the published annual amendment schedule.

Amendment Types:

1. The following Work Program amendment scenarios shall be classified as **Minor Amendments**:
 - a. An amendment that requires a transfer between budget ordinance appropriations but requires less than a 20% change to a project appropriation for projects equal to or less than \$250,000;
 - b. Changes to any adopted financial assumptions supporting the applicable Work Program that does not have significant impact on the overall revenue or expenditure forecast which is defined to be no more than one percent (1%) over the life of the plan;
 - c. Changes in reporting requirements for performance on implementation elements authorized in the applicable Work Program;
 - d. Changes in funding amounts less than \$250,000 for implementation elements programmed in future fiscal years;
 - e. Any other change that does not meet any of the criteria of a Minor Amendment is a Major Amendment.

2. The following Work Program amendment scenarios shall be classified as **Major Amendments**:
 - a. A project requested to be added to the Work Program.
 - b. A project requested to be removed from the Work Program.
 - c. Changes to any adopted financial assumptions supporting the applicable Work Program that does not have significant impact on the overall revenue or expenditure forecast which is defined to be no more than one percent (1%) over the life of the plan;

- d. Changes in scope for implementation elements programmed in current and future fiscal years;
- e. Any amendment that requires a transfer of funds between capital or operating funding categories.
- f. Any change that requires a change in budgeted reserves or fund balance.

1. Scenario where no amendment is required:

- a. Transfers within the same budget ordinance (i.e., within a capital or operating funding category) appropriation and insignificant scope changes are permitted without amendment. Changes of this type shall be disclosed as part of the established quarterly reporting process.

Any changes to project funding allocations, and all requested Work Program amendments, shall comply with the adopted Triangle Tax District - Durham County Transit Financial Policies and Procedures.

Multiple Amendments to Single Project:

If more than one amendment is requested for a single project in the adopted Operating Budget over the course of a fiscal year, its classification as a Minor versus Major amendment will be based on the cumulative change caused by all applicable amendments over the course of that fiscal year.

If more than one amendment is requested for a single project in the adopted Capital Budget over the life of the project, regardless of fiscal year, its classification as a Minor versus Major amendment will be based on the cumulative change caused by all applicable amendments over the life of the project.

Removal of Work Program Projects:

If a project sponsor determines that a project or implementation element included in the operating or capital budgets of an annual Work Program will not commence in the subject fiscal year or will not continue from a previous fiscal year, as budgeted, the project sponsor shall request that the project be removed from the annual Work Program.

If the project will commence in the subject fiscal year or continue from a previous fiscal year, as budgeted, but will not make use of Triangle Tax District – Durham Operating Fund or Durham Capital Fund revenues, the project sponsor is encouraged to notify Tax District staff of the change but is not required to request removal of the project from the annual Work Program unless it is determined by Tax District staff that the originally budgeted funding for the project is necessary to fund another Work Program amendment.

If a project sponsor determines that a project or implementation element included in the operating or capital budgets of an annual Work Program will not make use of the full amount of funds originally budgeted, the project sponsor is encouraged to submit an amendment request reducing the originally budgeted amount to a more realistic amount.

Annual Work Program Amendment Schedule:

The Staff Working Group (SWG) Administrator, with input from the Durham SWG and additional GoTriangle staff, will develop an annual Work Program Amendment Schedule that sets amendment request submission deadlines and public review periods for the upcoming fiscal year. There are three amendment cycles detailed on the schedule: 2nd, 3rd and 4th quarter of the fiscal year .

The schedule will generally be consistent with DCHC MPO's Transportation Improvement Program (TIP) amendment schedule in the event that Durham County Transit project amendments require TIP action. The SWG may take exception outside the typical amendment cycle, through coordination with the MPO, where there is a need to maintain eligibility for federal or state funding.

Appendix: Roles and Responsibilities

Role of the SWG Administrator and Durham County Transit Lead Agencies

Per the Transit Governance ILA (2023), two of the three ILA parties have responsibilities as it relates to Work Program Amendment facilitation. They are Durham County and GoTriangle. They execute the work required to ensure that Durham County Transit processes and SWG assigned tasks are completed in accordance with applicable laws, regulations, policies, and other guidance. Both agencies play a role in processing Work Program amendment requests and updating the Durham County Transit Annual Work Program Amendment Policy.

The SWG Administrator will:

- Develop the annual Work Program Amendment Schedule.
- Update the Work Program amendment request form as needed.
- Manage the Durham County Transit Annual Work Program Amendment Policy update process
- Collect and review amendment request forms for completeness and/or technical issues
- Work closely with project sponsors to address questions and resolve technical issues pertaining to amendment requests.
- Compile an initial amendment list that includes known information for each submitted request and will update the list as new or additional information becomes available.
 - The list shall clearly be grouped by amendment requests pertaining to operating projects/implementation elements versus those pertaining to capital projects/implementation elements and shall indicate whether the requests are Minor or Major.
- Prepare and present Work Program amendment request information, including GoTriangle financial slides, for review and consideration of the SWG, the Durham County Board of Commissioners, and GoTriangle Board of Trustees at appropriate decision-making points.
- Open a public-review period for quarterly amendment requests.
 - A review period of no less than 21 days for Major amendments. If a mix of Major and Minor requests are submitted, the 21-day requirement applies to all requests.
- Work with County and GoTriangle engagement staff to develop public notice content and materials and then post on the GoForward/SWG website, share with SWG partners and otherwise support the engagement effort.
- Include an engagement summary report with the recommended amendment list for Durham County and GoTriangle governing board consideration.
- Forward all approved amendments and a list of actions that need to be taken to GoTriangle's Tax District for processing.
- Track authorized amendments and by September each year, update the Durham County Transit Annual Work Program database (if/when applicable), publish updated annual Work Program documents on the GoForward/SWG websites.

GoTriangle staff will:

- Review submitted amendment requests to assess financial impacts of proposed changes.
- Model financial scenario options, when needed, and present them to the SWG for review and discussion.
- Work with SWG Administrator/County staff to finalize financial dispositions for review and consideration.

- Produce slides detailing the financial impacts of requested amendments, submit them to the SWG Administrator to be incorporated into a master presentation file, and present the information for review and consideration of the SWG.
- Work with the SWG Administrator, County and GoTriangle to develop public notice content and materials and then post on the GoForward, County and GoTriangle web pages, share with Durham County Transit stakeholders and the community.
- Collect online analytics and performance data, public comments or questions, and other relevant information from the engagement period and provide it to the SWG Administrator for inclusion in the engagement summary report.
- Work with the SWG Administrator to make any needed adjustments to the financial components of the amendment list and slides prior to presentation to the governing boards.
- Process all approved Work Program amendment requests which may include changes to budget ordinance(s), changes to project agreements or other administrative actions.
- Ensure that links to the annual Durham County Transit Annual Work Program documents on the GoForward, County and GoTriangle websites are working and directed at the updated Work Program document(s) in September each year.

SWG Review and Recommendation:

SWG Administrator will consult with the SWG Chair regarding inclusion of Work Program amendment request items on SWG meeting agendas. Time allocated for each SWG presentation is set by the Chair and published on each agenda. SWG Administrator will provide the amendment request item description to be published on the agenda, will submit a master presentation file for discussion during the meeting, and will provide the most current amendment list, associated amendment request forms for SWG review and discussion.

The SWG can choose to re-categorize an amendment from Minor to Major, can recommend an adjustment, attach contingencies, or otherwise recommend a modification to an amendment request, and will make a recommendation to the Durham County Board of Commissioners and GoTriangle Board of Trustees for approval or disapproval of Work Program amendment requests.

SWG Administrator shall document the recommendation of the SWG including specific details and concerns that led to a recommended modification or disapproval of an amendment request.

Governing Board Review and Adoption:

The Durham County Board of Commissioners and the GoTriangle Board of Trustees shall review the amendment list, disposition(s) and SWG recommendation and consider authorizing the Durham County Transit Annual Work Program amendment requests. No amendments are authorized prior to board actions approving them. SWG Administrator will coordinate with Durham County and GoTriangle staff to ensure timely placement of Work Program amendment recommendations on agency agendas.

Adjustments to Roles and Responsibilities

Changes to the roles and responsibilities described within this appendix are classified as an administrative modification that can be implemented without requiring an amendment to the Durham County Transit Annual Work Program Amendment Policy, but must be agreed upon by the impacted agency, or other body which may require a process to formalize.

BYLAWS AND OPERATING PROCEDURES

DURHAM STAFF WORKING GROUP

ARTICLE I – NAME

The name of this organization shall be the Durham Staff Working Group, hereinafter referred to as the “Durham SWG”.

ARTICLE II – PURPOSE

Article III of the Transit Governance Interlocal Agreement (Governance ILA) for the implementation of the Durham County Transit Multi-Year Vision Plan established the Durham SWG for the following purposes:

- To coordinate the ongoing planning and implementation aspects of the Durham County Transit Multi-Year Vision Plan as defined in the “Transit Governance Interlocal Agreement Between Research Triangle Public Transportation Authority, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, and Durham County,” hereinafter referred to as the “ILA,” fully executed by the three parties on XX, 2023.
- To serve in a structured advisory role to the Durham County Board of Commissioners, the Research Triangle Public Transportation Authority (GoTriangle) Board of Trustees and the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO) Board in their decision-making responsibilities outlined in the ILA related to the implementation and ongoing maintenance of and updates to the Durham County Transit Multi-Year Vision Plan.
- To review the Durham County Transit Multi-Year Vision Plan at least every four years and recommend changes to the managers and governing boards of Durham County, GoTriangle, and the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO).
- To prepare and make recommendations to the Durham County Board of Commissioners and GoTriangle’s Board of Trustees for the Annual Transit Work Program.
- To prepare and communicate mid-year and annual progress reports on implementation of the Durham County Transit Multi-Year Vision Plan.
- To evaluate whether a material change, as further defined in supporting Financial Policies & Procedures, to the Plan is necessitated, and if so, to recommend a course of action to the managers of Durham County, GoTriangle, and the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO).

ARTICLE III - RESPONSIBILITIES

As specified in the ILA, the responsibilities of the SWG shall include:

- Identification of one or more party(ies) to the ILA to serve as lead agency(ies) for each of its responsibilities enumerated in Section 3.03 of the ILA
- Developing or delegating to one or more agencies the development of the detailed elements of a multi-year service implementation plan, as defined in the ILA
- Developing or delegating to one or more agencies the development of templates containing minimum standards for project status and financial reports for the Durham County Transit Major Funds
- Receiving, reviewing and providing feedback on Q1, Enhanced Q2 Report, Q3 and annual financial plan and project status reports relating to the Durham County Transit Work Program
- Designating or delegating to one or more agencies the designation of agencies responsible for each respective implementation element, as defined in the ILA
- Developing or delegating to one or more agencies the development of a strategy or incorporating or accounting for public outreach, involvement and communication for the Durham County Transit Work Program.
- Developing or delegating to one or more agencies the development of an articulated strategy for each implementation element, as defined in the ILA, or agreement, which shall include scope, geography, purpose and goals, processes for allowing amendments, and processes for addressing Significant Concerns, as defined in the ILA
- Developing an ongoing schedule for completion of work products for which it is responsible for producing.

ARTICLE IV – MEMBERS

Section 1 – Number and Qualifications:

As specified in the Interlocal Implementation Agreement for the implementation of the Durham County Transit Multi-Year Vision Plan dated XX, 2023, a technical committee called the Staff Working Group is to be formed to facilitate implementation. Further, it is within the authority of the SWG's initial membership to expand the committee's permanent voting and non-voting membership to include additional members deemed necessary to fully execute the responsibilities of the SWG outlined in the ILA. An expansion of permanent voting membership shall be considered an amendment to the bylaws subject to provisions of Article VI of these bylaws. Each members agency's representative(s) shall be by action of the designated authority of

each member. The Durham SWG shall include as voting members:

Alternative 1:

Primary ILA Signatories:

- | | |
|------------------------------------|--------------------|
| A. Durham County | (1 representative) |
| B. Durham-Chapel Hill-Carrboro MPO | (1 representative) |
| C. GoTriangle | (1 representative) |

Additional Party to SWG:

- | | |
|-------------------|--------------------|
| D. City of Durham | (1 representative) |
|-------------------|--------------------|

TOTAL

4 representatives

Representatives and alternates will be designated by the chief executive officer, or her/his designee, of each represented agency. Designations will be made in writing and submitted to the staff person appointed to provide administrative support to the Durham SWG (hereinafter, "SWG Administrator"). The SWG Administrator may not be appointed to the SWG to represent the party for which they work.

In addition to voting members, the following agencies shall have one (1) non-voting representative participate in meetings:

- a. Duke University
- b. North Carolina Central University
- c. Durham Technical Community College
- d. Triangle J Council of Governments
- e. Research Triangle Park Foundation

Non-voting members of the SWG shall be authorized to attend regular and special meetings of the SWG and may participate in discussions and deliberations on items coming before the SWG for its consideration. An expansion of non-voting membership shall be considered an amendment to these bylaws subject to Article VI and may be executed by a simple majority vote of SWG members. The agency responsible for administering the SWG shall maintain an updated list of all designated representatives from both voting and non-voting members at all times.

Section 2 – Terms of Representation

There shall be no limitation on the length of time a voting member may serve on the SWG subject to the authorization to do so by the respective agency's designated authority.

Section 3 – Alternates

Each member agency's designated authority may appoint an alternate to its primary representative(s) provided each alternate also meets the same qualifications of membership. The alternate member may serve as a full voting member during any meeting at which that agency's representative(s) is/are not in attendance. Alternates must also be appointed by action of the designated authority of each member in the same manner as regular voting members. Proxy and

absentee voting are not permitted. The SWG Administrator shall maintain an updated list of all designated alternate representatives from both voting and non-voting members at all times.

ARTICLE V – OFFICERS

Section 1 – Officers Defined:

The Durham SWG shall, upon majority vote of its present and eligible voting members, appoint one voting member to act as Chair and one voting member to act as Vice-Chair. Chair and Vice Chair cannot be from the same jurisdiction for any consecutive term.

Section 2 – Elections:

The Chair and Vice Chair shall be elected annually at the first regularly scheduled meeting of the fiscal year. The newly elected Chair and Vice-Chair shall take office immediately upon being elected.

Section 3 – Terms of Office:

The term of office shall be one year. The Chair is limited to two consecutive terms. Each officer shall hold office until his/her successor has been duly elected or until his/her earlier death, resignation, disqualification, incapacity to serve, or removal from the Committee by his/her chief executive officer.

Section 4 – Duties of Officers:

The Chair shall call and preside at meetings and appoint subcommittees. For meetings held jointly with the Orange County Staff Working Group, the responsibility for calling and presiding at the meetings shall alternate between the two groups each year. The Chair shall coordinate with the SWG Administrator in the development of meeting logistics, meeting agendas, and summary meeting notes of the SWG's proceedings. The SWG Administrator will maintain a current copy of these Operating Procedures as an addendum to the Interlocal Implementation Agreement, to be distributed to the public upon request.

In absence of the Chair, the Vice-Chair shall preside and complete all other duties of the Chair.

ARTICLE VI – MEETINGS

Section 1 – Clerk of the Committee

The SWG Administrator shall serve as the clerk of the SWG and an impartial member of the SWG. They shall provide or otherwise delegate routine administrative services for the SWG, as needed, and will be responsible for taking summary minutes of the SWG's proceedings and also documenting all associated actions at each meeting. The SWG Administrator shall maintain a current copy of these Bylaws, to be distributed to the Durham County Board of Commissioners, DCHC MPO Board and the GoTriangle Board of Trustees as required by the ILA and to the public upon request. When a vote is called by any voting member of the SWG, the SWG Administrator

shall facilitate that vote as the impartial person administering the group. This allows the Chair and/or Vice Chair to cast votes in their appropriate role.

Section 2 – Regular Meetings:

At the first regular meeting of each fiscal year (July 1 – June 30), in addition to electing a Chair and Vice Chair, the SWG shall adopt a regular meeting schedule. Meetings may be held jointly with the Orange County Staff Working Group. Meeting notices and agendas are to be distributed in sufficient time for them to have been received by each Durham SWG member no later than three business days prior to the meeting. Regular meetings may be canceled by the Chair should there be insufficient business on the Durham SWG's tentative agenda. SWG meetings shall adhere to North Carolina Public Meetings Laws (as referenced in N.C.G.S. 143-318.9:18)

Section 3 – Special Meetings:

Special meetings may be called by the Chair or at the request of the majority of the eligible voting members. At least seven (7) days notice shall be given.

Section 4 – Quorums:

A quorum shall be when three fourths (3/4) majority of SWG voting members appointed by the Parties to these Bylaws are present for a SWG meeting.

Section 5 – Attendance:

Each member shall be expected to attend each regular meeting and each special meeting provided at least seven (7) days notice is provided. Attendance and voting through virtual access or phone call is allowable. A voting member may have an alternate to serve in her/his absence provided that: (1) the SWG Administrator is notified prior to the meeting who the voting member is; and (2) the alternate has been previously approved by the chief executive officer of the agency represented. This notification shall authorize the alternate to act as a present and eligible voting member in the member's absence. Meetings are open to attendance by the public.

Section 6 – Agenda:

The agenda is a list of considerations for discussion at a meeting. Items on the agenda originate as a carryover from previous Durham SWG meetings or are placed on the agenda prior to its distribution by any voting or non-voting member of the Durham SWG in coordination with the SWG Administrator. Additional items may be placed on the regular agenda following discussion of the last item on the regular agenda, as long as a majority concurrence of the present and eligible voting members is received. Items may be placed on the agenda by citizens with majority concurrence of the eligible voting members. Agendas are to be distributed to the voting members and designated alternates of the SWG by the SWG Administrator no less than seven (7) days prior to the date the meeting is to be held.

Section 7 – Voting Procedures:

The Durham SWG will strive to reach consensus on recommendations. However, the Chair or any member may call for a vote on any issue, provided that it is seconded and within the purposes set forth in Article II and provided the issue is on the agenda as outlined in Section 5 of this article. During joint meetings of the Durham and Orange Staff Working Groups, votes are to be held

separately by each county SWG. Each voting member of the Durham SWG shall have one vote. Voting members who are participating virtually or by phone are permitted to vote. A majority vote of the members (or their authorized alternates) present and eligible to vote shall be sufficient for approval of matters coming before the Durham SWG. The Chair is permitted to vote, however, non-voting members and unauthorized alternates are not permitted to vote. In the absence of any direction from these Operating Procedures, Robert's Rules of Order will designate procedures governing voting.

ARTICLE VI – AMENDMENTS TO BYLAWS & OPERATING PROCEDURES

Amendments to these Operating Procedures of the Durham SWG shall require the affirmative vote of all four of the Durham SWG's eligible voting members, provided that written notice of the proposed amendment has been received by each member at least seven (7) days prior to the meeting at which the amendment is to be considered and provided that such amendment does not conflict with the letter or fundamental intent of the Interlocal Implementation Agreement governing this document. In the event of any conflict, the Interlocal Implementation Agreement shall carry precedence over these Operating Procedures.

Approved by the Durham Staff Working Group on _____

Approved by the Durham County Board of Commissioners on _____

Approved by the GoTriangle Board of Trustees on _____

Approved by the DCHC MPO Policy Board on _____

**ORANGE COUNTY TRANSIT COMPREHENSIVE PARTICIPATION AGREEMENT
("PARTICIPATION AGREEMENT")**

Between

TRANSIT GOVERNANCE INTERLOCAL AGREEMENT (ILA) PARTIES:

**RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
("GoTriangle"), DURHAM-CHAPEL HILL-CARRBORO METROPOLITAN
PLANNING ORGANIZATION ("DCHC MPO"), and COUNTY OF ORANGE ("Orange
County")**

And

**The TOWN OF CHAPEL HILL, TOWN OF CARBORRO, TOWN OF
HILLSBOROUGH, and CITY OF MEBANE**

(All parties collectively referred to herein as "Parties")

And Parties will further coordinate with

IMPLEMENTATION PARTNERS:

**TRIANGLE J COUNCIL OF GOVERNMENTS ("TJCOG"), and UNIVERSITY OF
NORTH CAROLINA, CHAPEL HILL ("UNC Chapel Hill")**

**As current and/or future partners through specific project agreements that shall
incorporate the terms of this document**

WITNESSETH:

WHEREAS, the Parties to this Agreement and the Implementation Partners, have or may have specific roles in public transit implementation and public transit infrastructure support in Orange County, they have determined it is in their best interest and that of their constituents to coordinate future public transit planning, funding, expansion and construction; and

WHEREAS, in conjunction with the Orange County Transit Multi-Year Vision Plan, the Governance ILA Parties adopted the Orange County Transit Governance Interlocal Agreement ("Governance ILA") that creates a governance structure for the implementation of the Orange County Transit Multi-Year Vision Plan by and through the Orange County Transit Annual Work Program; and

WHEREAS, the Governance ILA establishes the Staff Working Group ("SWG"), comprised of staff representatives from the Governance ILA Parties and the Implementation Partners, and charged the SWG with coordinating and recommending the planning and implementation aspects of the Orange County Transit Annual Work Program; and

WHEREAS, the Parties, and the Implementation Partners intend to implement an inclusive and cooperative process to continuously develop and improve the Orange County Transit Multi-Year Vision Plan. They will further develop a public involvement plan to guide the Parties' and SWG's coordinated efforts for engagement aligned with federal, state and local policies and guidelines; and

WHEREAS the Parties and Partners collectively make recommendations, develop and review the Orange County Transit Annual Work Program; and

WHEREAS the Parties have a formal role in approving the Orange County Transit Annual Work Program through structured representation on the Orange County Board of Commissioners, DCHC MPO Board, and GoTriangle Board of Trustees as the ILA defines their oversight and jurisdiction regarding the Orange County Transit Annual Work Program development and implementation; and

WHEREAS, this Participation Agreement serves as the Comprehensive Participation Agreement as formally defined in Section 2.040 in the Governance ILA to establish standards that will govern the Parties' and Partners' eligibility for inclusion of sponsored Implementation Elements in the Orange County Transit Annual Work Program and receipt of any funding allocation from Orange County Transit Tax Revenue and other Dedicated Local Transit Funding Sources; evidence of the Parties' acceptance of the most up-to-date Orange County Transit Annual Work Program (now and in the future) and the associated annual update process; and confirm the Parties' roles in carrying out Staff Working Group (SWG) responsibilities; and

WHEREAS, local Governmental Parties are authorized to enter into this Participation Agreement pursuant to, inter alia, N.C.G.S. 160A-20.1; 160A-312; 160A-313; 160A-610; 153A-275; 153A-276; and 153A-449; and

NOW THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE 1

PURPOSE, SCOPE & LIMITATION OF AUTHORITY, RESPONSIBILITIES, TERM & EFFECTIVE DATE

1.01 Purpose. The Parties hereby recognize that the Orange County Transit Multi-Year Vision Plan, as implemented by the Orange County Transit Annual Work Program, will be the guidance document for Orange County public transit investment with Local Government Public Transportation Sales Tax Act revenue and other Locally Dedicated Transit Funding Sources, as identified in the Orange County Transit Multi-Year Vision Plan. This Agreement

establishes standards for all Parties and Partners who desire to receive project funding from Dedicated Local Transit Funding Sources identified in the Orange County Transit Multi-Year Vision Plan. This Participation Agreement also confirms the Parties' respective roles for future planning, design, funding, and implementation of the Orange County Transit Multi-Year Vision Plan via their roles and responsibilities within the Staff Working Group (SWG).

1.02 Scope & Limitation of Authority. This Participation Agreement is limited to the purposes enumerated herein. No Party has the right to expand, abridge, limit or constrain the authority or actions of Orange County, GoTriangle, or the DCHC MPO or the SWG created by the Governance ILA with respect to the administration of the Orange County Transit Multi-Year Vision Plan, except as specifically agreed to herein. Nothing herein grants funding for any Implementation Element (defined herein in Article II) to any Party. Further, any Party receiving Dedicated Local Transit Funding Source revenue for an Implementation Element is wholly responsible for the completion of that element as set forth by future project or other specific agreements between such individual Parties. The Parties hereby recognize that the official governance and oversight for the Orange County Transit Multi-Year Vision Plan according to the terms of the Governance ILA and this Participation Agreement remains entirely with Orange County's Board of Commissioners, DCHC MPO's Policy Board, and the GoTriangle Board of Trustees.

1.03 Responsibilities of the Governance ILA Parties. The Governance ILA Parties have the responsibilities and duties set out in the Governance ILA.

1.04 Responsibilities of the Participant Parties and Implementation Partners. The Participant Parties shall:

- (a) Provide staff to serve on the SWG if designated as an SWG member in the Governance ILA; and
- (b) Negotiate and enter into Global/Capital Funding Agreement(s) and/or Global/Operating Agreement(s) for any project (using the Work Program Project Code as a unique identifier).
- (c) Receive dedicated Local Transit Funding Sources identified in the Orange County Multi-Year Transit Vision Plan for Implementation Elements identified within the Orange County Transit Annual Work Program in accordance with the agreements negotiated in (b).

1.05 Term & Effective Date. This Participation Agreement becomes effective upon approval and execution by the Parties ("Effective Date"). The Term of this Participation Agreement shall be from the Effective Date onward unless otherwise amended by the prior express written agreement of the Parties.

ARTICLE 2 DEFINITIONS

2.01 "CAPITAL FUNDING AGREEMENT:" An agreement between agencies to provide a specified amount of funding for an Implementation Element. Any such agreement will include details of the capital improvements to be provided and detail expectations on Orange County Transit Annual Work Program resource funding, responsibilities, schedule, reporting and performance and shall adhere to any and all standards outlined in specific project worksheets through the Orange County Transit Annual Work Program.

2.02 "CAPITAL PROJECTS ORDINANCE:" The annual financial ordinance for the Orange Transit major capital fund pursuant to N.C.G.S. Chapter 159, tied to the multi-year Capital Improvement Plan, the Annual Capital Budget, and planned capital project funding agreements that implement needed capital projects.

2.03 "COMPONENT UNIT or SEPARATE COMPONENT UNIT:" A unit of local government within the Tax District that has administrative responsibility for the budget adoption, operation or, management of specified transit services and associated supporting implementation elements. The component unit is required to report Orange County Transit Plan Revenues, including Dedicated Local Transit Funding Sources, expenditures and fund balance in columns separate from the component's financial data in its annual audited statements.

2.04 "GOVERNANCE INTERLOCAL AGREEMENT" or "GOVERNANCE ILA:" The Transit Governance Interlocal Agreement dated March XX, 2023 between Research Triangle Regional Public Transportation Authority ("GoTriangle"), Durham-Chapel Hill-Carrboro Metropolitan Planning Organization ("DCHC MPO"), and Orange County for implementing public transit services and projects in the fiscally constrained Orange County Transit Multi-Year Vision Plan. This Governance ILA is included as Exhibit A to this Agreement.

2.05 "IMPLEMENTATION ELEMENT:" A discrete project, operation, or study or a discrete logical grouping of projects, operations, or studies tracked separately by the Orange County Transit Annual Work Program.

2.06 "IMPLEMENTATION PARTNERS:" The listed signatories to this agreement who are non-voting members of the Orange County SWG. These implementation partners have roles supporting implementing elements of the Orange County Transit Annual Work Program. These partners fulfill their roles and responsibilities as outlined in specific project agreements to deliver approved implementation elements in the Orange County Transit Annual Work Program along with the Dedicated Local Transit Funding Sources approved in these project specific agreements.

2.07 "MAJOR FUND:" A fund as defined by the Governmental Accounting Standards Board ("GASB"), is reported in a separate column in the basic fund financial statements and is subject to a separate audit opinion in the independent auditor's report. The Tax District shall report at a minimum Major Fund for the Orange County Transit Annual Work Program Operating Funds and a Major Fund for the Orange County Transit Annual Transit Work Program Capital Funds.

2.08 "MULTI-YEAR CAPITAL IMPROVEMENT PLAN" ("CIP"): A multi-year document that identifies projected capital projects by year, project sponsors responsible for undertaking these projects, the financial costs, and anticipated funding sources, and projected operating costs associated with those projects. The CIP shall be coordinated with the Metropolitan Transportation Plan, the Transportation Improvement Program, and the annual program of projects developed and maintained by the DCHC MPO which is the designated recipient of federal formula transit grants. The plan shall be consistent with submittal deadlines for the Transportation Improvement Program and the horizon years of the Metropolitan Transportation Plan.

2.09 "MULTI-YEAR SERVICE IMPLEMENTATION PLAN:" A document or documents that detail how transit services, including expansion and reduction, are to be operated and maintained over a specific number of years. The plan(s) shall detail timing and schedule, justifications for implementation decisions, and public involvement steps. Different transit operators may have different plans for implementation, but the different plans must be coordinated with respect to anticipated funding, public outreach, and the extent to which the different operator's plans connect services between them.

2.10 "OPERATING AGREEMENT:" An agreement or operating plan between one or more Parties or Implementation Partners, the Tax District and others as needed to provide an Implementation Element. The agreement shall state the details of the service to be provided and detail expectations on funding, responsibilities, schedule, and performance and shall adhere to any and all standards outlined in specific project worksheets through the Orange County Transit Annual Work Program.

2.13 "OPERATING BUDGET ORDINANCE" The annual financial budget ordinance for the Orange Transit major operating fund pursuant to N.C.G.S. Chapter 159. The ordinance includes the funds for the operations of implementation elements identified in the Orange County Transit Annual Work Program, allocations for reserves, and transfers to other major funds identified by the Component Unit (ex. Orange Transit). The Operating Budget Ordinance must include the Component Unit's general administrative expenses designated separately from a Project's Operating Funds.

2.14 "SPECIAL DISTRICT" or "TAX DISTRICT:" Any tax district administered by GoTriangle pursuant to authorizing resolutions and N.C.G.S. 105-508 *et seq.* or N.C.G.S. 105-561 *et seq.* to which Orange County is a member, now or in the future.

2.15 "STAFF WORKING GROUP" or "SWG:" The committee as created by the Governance ILA. The SWG is jointly charged by all parties to this Agreement, including the Implementation Partners, to coordinate and develop the Orange County Transit Annual Work Program, the Orange County Transit Multi-Year Vision Plan, and serve in an advisory role to the Orange County Board of Commissioners, DCHC MPO Board, and GoTriangle Board of Trustees in their review consideration, and approval of these two documents.

2.16 **SUBCOMPONENT UNIT:** The subcomponent unit is required to report its financial information as aggregated at the COMPONENT UNIT level and not separately stated. Durham County Transit Plan Revenues, including Dedicated Local Transit Funding Sources, expenditures and fund balance in columns separate from the component's financial data in its annual audited statements.

2.17 **"DEDICATED LOCAL TRANSIT FUNDING SOURCES:"** All revenues derived from transit funding sources designated for use in the Orange County Transit Multi-Year Vision Plan. These shall include but are not limited to items defined through the Governance ILA in Section 2.012.

2.18 **"TRANSIT PLAN" or "MULTI-YEAR VISION PLAN:"** The comprehensive multi-year vision plan for transit operating and capital needs over a period of time of at least the next 4 years through coordination with the DCHC MPO Metropolitan Transportation Plan adoption process and shall also be prepared by the SWG for approval by appropriate governing boards, which shall include all the separate components, as further defined in the Governance ILA in Section 2.038.

2.19 **"ORANGE COUNTY TRANSIT ANNUAL WORK PROGRAM" or "WORK PROGRAM:"** shall mean the comprehensive annual program for transit capital and operations annually presented by the SWG which shall include the separate components further defined in the Governance ILA in Section 2.011.

2.20 **"GLOBAL AGREEMENT:"** An Operating or Capital Funding agreement that encompasses a discrete logical grouping of capital projects, transit operations, or studies.

ARTICLE 3 STAFF WORKING GROUP

3.01 **Scope & Authorization.** The Governance ILA establishes and enables the Staff Working Group. The Parties confirm their commitment to serve on the SWG and to carry out their SWG membership responsibilities by executing this participation agreement.

3.02 **Membership.** SWG Membership includes voting & non-voting categories

- a) Voting members: two (2) staff persons appointed by each of the Governance ILA Parties; two (2) staff persons appointed by the Town of Chapel Hill; one (1) staff person appointed by the Town of Carrboro, Town of Hillsborough, and City of Mebane
- b) Non-Voting members: Each of the Implementation Parties must appoint one (1) staff person
- c) Each member may designate one (1) alternate empowered to fully participate in the SWG in the absence of the appointed staff person.

3.03 Bylaws. The SWG must enact bylaws. The SWG bylaws will govern quorum and voting standards, SWG operations and responsibilities, and, scheduling of efforts to develop the Orange County Transit Annual Work Program and the Orange County Transit Multi-Year Vision Plan.

3.04 SWG Responsibility for the annual Orange County Transit Annual Work Program. Subject to the Governance ILA, the SWG shall develop annual recommendations for the review and approval of the governing bodies. This work program approval process is documented in Article VII of the Governance ILA. Recommendations shall be developed for each of the following Orange County Transit Annual Work Program components:

- (a) Annual Work Program, including all the separate elements defined in Section 2.011 of the Governance ILA
- (b) Multi-Year Service Implementation & Capital Improvement Plans
- (c) Templates containing minimum standards for project and financial reports
- (d) Designation of project sponsors (agencies responsible for each respective capital and operating project), including agencies responsible for each Implementation Element;
- (e) A strategy for each Implementation Element which includes a scope, schedule, project boundaries, an estimated budget, specifies the sponsoring agency/jurisdiction, purpose and goals and (*defines the standard for individual project/Implementation Element worksheets*)
- (f) An articulated strategy for incorporating or accounting for public outreach, involvement, and communication with all components in the annual work program.
- (g) Facilitation to transcribe project worksheets (composition outlined in 3.04(e) above) into Global/Project Agreements.

The SWG shall reference the fiscal year 2024 Work Program Development process, which is to be recognized as the baseline for future work program development cycles and corresponding global/project agreement needs, as long as this Agreement and Governance ILA serve as the governing documents for county transit plan implementation efforts.

3.05 SWG Responsibility for Engagement with Elected Officials. The SWG shall schedule touchpoints on an annual basis with appropriate bodies of elected officials who either serve as a governing board through the Governance ILA or are responsible for a project(s) through the Orange County Transit Annual Work Program. These touchpoints shall be scheduled to allow for elected officials to:

- (a) Provide feedback on the draft Annual Work Program
- (b) Receive as information, and provide feedback as necessary, regarding progress reports developed on a quarterly basis.

3.06 Non-Delegation. The SWG cannot delegate its responsibility to review and present the documents and products defined in Section 3.04.

3.07 Right to Inspect. All Parties to this Participation Agreement, or their authorized representative(s), shall have the right to inspect, examine, and make copies of project work products as they deem necessary for the operation and day-to day business of the SWG or as specifically requested by formal action of any one of the parties' governing bodies. The SWG shall maintain all its records in a manner which facilitates review by the Parties and Implementation Partners.

ARTICLE IV

ELIGIBILITY FOR ORANGE COUNTY TRANSIT TAX REVENUE FUNDING

4.01 Requirements for Inclusion in the Orange County Transit Annual Work Program. Only Parties in good standing to this Participation Agreement, Implementation Partners recognized through the Staff Working Group, or other partners as deemed critical, may request inclusion of an Implementation Element in the Orange County Transit Annual Work Program. The Parties agree that the terms and conditions of this agreement are pre-requisites to requesting and receiving Orange County Transit Tax Revenues funding allocations.

4.02 Implementation. An Operating or Capital Project Funding Agreement shall be required to support each implementation element submitted by each project sponsor identified in the Orange County Transit Annual Work Program. Parties to this Comprehensive Participation Agreement shall endeavor to develop global-level agreements with appropriate timeframes for each project sponsor seeking to implement operating or capital projects. These agreements must be prepared prior to distributing funds and starting the Project(s). All Operating or Capital Project Funding Agreements shall have at least two signatories from appropriate parties and shall also adhere to the requirements further defined in Section 7.07 of the Governance ILA. Signatory authorizations to any Global/Project Agreements shall be determined by the minimum financial threshold by any party to such agreement.

4.03 Legacy Projects. For any Party to this Agreement, or associated Implementation Partners, that has an active project supported by Orange County Transit Plan Revenues or other Dedicated Local Transit Funding Sources at the time of execution of this Agreement shall coordinate to develop and execute a global/operating or global/capital project funding agreement prior to the adoption of the Fiscal Year 2025 Work Program. If a global/operating or global/capital project funding agreement that conforms to the conditions in this Agreement prior to the start of Fiscal Year 2025, the project shall no longer be eligible for ongoing/additional funding.

4.04 Capital/Operating Agreement Development. Each Capital Funding Agreement and Operating Agreement entered into by any of the Parties or the Partners must contain all components defined in this Participation Agreement. If any Implementation Agreement involves federal or state funding must in addition contain those elements required to maintain eligibility for such funds.

4.05 Capital Improvement Program (CIP) Review. Each year's work program development process shall include a review of the CIP to determine which, if any, projects no

longer meet the needs of the overall transit plan. Goal for this would be to remove such project(s) and reallocate funding as necessary to other areas of need.

4.06 Good Faith Effort. For any Party to this Agreement, or any involved Implementation Partner, that is unable to deliver a project as included in the Annual Work Program due to issues outside their control, Parties to a specific Project Agreement will work with the Staff Working Group through good faith to determine appropriate action to help resolve issues and facilitate delivery of said project. Parties shall reference supporting Orange County Transit Financial Policies and Procedures to guide the resolution process.

ARTICLE V SUPPLANTATION/SUPPLEMENTATION

5.01 As of the Effective Date of this Participation Agreement, N.C.G.S. § 105-508.2 and N.C.G.S. § 105-564 require that Special District net tax proceeds must supplement and not supplant existing public transportation systems' funds or other resources as defined in Section 2.012 of the Governance ILA. The Parties acknowledge that the only funds subject to these requirements as of the execution of this Participation Agreement are:

- (a) Local Government Sales and Use Taxes for Public Transportation (N.C.G.S. 105-506:514) which is levied at its maximum allowable rate of one-half (1/2%) percent (*non-supplantation cited in N.C.G.S. 105-507.3.b*);
- (b) Regional Transit Authority Registration Tax (N.C.G.S. 105-560:569) which is levied at its maximum amount of \$8.00 per year with \$3.00 of each \$8.00 collected allocated locally to Orange County (*non-supplantation cited in N.C.G.S. 105-564*).

5.02 All Parties may pursue additional state and federal funding sources, which are not controlled locally, when appropriate for implementation of eligible projects. The use of existing funds or other resources, including state and federal funds, must be documented and made publicly available as a condition of receiving Orange County Transit Tax Revenue or other Locally Dedicated Transit Funding Sources. To the extent permitted by law, any audits required as a condition of receiving the identified funding sources shall be available for public inspection as well.

5.03 The most recently audited and reported local fiscal year prior to the January 15, 2012 of the one half (½%) percent Public Transportation Sales Tax Act local option sales and use tax as defined by N.C.G.S. 105-508 is the baseline for comparing all Parties' annual budgets for the Agreement.

5.04 Nothing herein shall be construed to modify, abridge, or deny the authority or discretion of any Party to independently develop, administer, or control transportation projects pursuant to enumerated authority or funding sources separate from the authority and funding sources outlined in this Participation Agreement.

5.05 All Parties shall work together in good faith to determine if the Participation Agreement's intent and purpose can be accomplished by executing necessary Amendments if statutory

language in or judicial interpretation of N.C.G.S 105-508.2 or N.C.G.S 105-564 changes after Participation Agreement, execution.

ARTICLE VI AMENDMENT, TERMINATION AND NOTICE

6.01 Amendment. This Participation Agreement may be amended to add or remove Parties or to change content. After the Effective Date of this Participation Agreement, any Eligible Participant Party or Governance ILA Party may become a Party to this Participation Agreement upon execution of the Participation Agreement by an authorized designee of that Party's governing board (or equivalent). If any Party proposes to amend Participation Agreement content, then the proposed amendment and the reasons for the proposed amendment must be communicated in writing to the SWG. All the Parties that have executed the Participation Agreement must adopt the amendment. The Parties will conduct a review of the Agreement at least every four (4) years to consider any desired updates through the Agreement through the Amendment process. If any Party desires to amend the Agreement outside the four (4) year review cycle, then the proposed amendment and the reasons for the proposed amendment shall be communicated in writing to the other Parties. If the Parties agree to the proposed amendment, then the amendment shall be affected by entering a written amendment to the Agreement. An amendment that does not change the substantive or financial commitments of the Agreement may be executed by the Durham County Manager, the DCHC-MPO Executive Director, and the GoTriangle Chief Executive Officer. Any other amendment to the terms of this Agreement to be effective must be in the form of a written instrument properly authorized and executed by the governing boards of each Party to this Agreement.

6.02 Termination upon a year's notice. Any Party may terminate its obligations to this Participation Agreement by giving written notice of intent to terminate to the other Parties at least one (1) year prior to the effective termination date. A withdrawing Party must fulfill all obligations and duties of their Implementation Agreements unless such Agreements are terminated in accordance with their provisions. Any Party terminating participation is ineligible for future Orange County Transit Tax Revenue Funding or other Locally Dedicated Transit Funding Sources for any Implementation Element until and unless the Party re-enters into the Participation Agreement.

6.03 Cooperation Provisions. In the event of a termination, the terminating Party must fulfill existing and unperformed obligations until the effective termination date. The Participation Agreement remains in effect for the remaining Parties. The non-withdrawing Parties, beginning at the time notice of termination is received, shall work together in good faith to determine if the Participation Agreement's intent and purpose can be accomplished by executing necessary amendments and/or adding necessary Parties to perform the executory obligations of the withdrawing Party.

6.04 **Notice.** Any written or electronic notice required by this Participation Agreement shall be delivered to the Parties at the following addresses, with a copy where designated for each party, which copy shall not in and of itself constitute notice:

For DCHC MPO:

Durham Chapel Hill Carrboro Metropolitan Planning Organization
Executive Director
101 City Hall Plaza
Durham, NC 27701

For GoTriangle:

GoTriangle General
Manager
PO BOX 13787
Research Triangle Park, NC 27709

with a copy to:

GoTriangle General Counsel
PO Box 13787
Research Triangle Park, NC 27709

For the Town of Hillsborough:

Town of Hillsborough
Attn: Town Manager
PO Box 429
Hillsborough, NC 27278

with a copy to:

Town of Hillsborough
Attn: Town Attorney
PO Box 429
Hillsborough, NC 27278

For the Town of Carrboro:

Town of Carrboro
Attn: Town Manager
301 W Main Street
Carrboro, NC 27510

with a copy to:

Town of Carrboro
Attn: Town Attorney

301 W Main Street
Carrboro, NC 27510

For the Town of Chapel Hill:

Town of Chapel Hill
Attn: Town Manager
405 Martin Luther King Jr Blvd
Chapel Hill, NC 27514

with a copy to:

Town of Chapel Hill
Attn: Town Attorney
405 Martin Luther King Jr Blvd
Chapel Hill, NC 27514

For the City of Mebane:

City of Mebane
Attn: City Manager
106 East Washington Street
Mebane, NC 27302

with a copy to:

City of Mebane
Attn: City Attorney
106 East Washington Street
Mebane, NC 27302

For Orange County:

Orange County
Attn: County Manager
300 West Tryon Street
PO Box 8181
Hillsborough, NC 27278

with a copy to:

Orange County Attorney
300 West Tryon Street
PO Box 8181
Hillsborough, NC 27278

ARTICLE VII MISCELLANEOUS PROVISIONS

7.01 Representations and Warranties. The Parties each represent, covenant, and warrant for the other's benefit as follows:

- (a) Each Party has all necessary authority to enter into this Participation Agreement and to conduct the processes created by this Participation Agreement. This Participation Agreement has been executed by each Party's governing body. This Participation Agreement is a valid and binding obligation of each Party.
- (b) To the knowledge of each Party, the execution and delivery of this Participation Agreement, the fulfillment of or compliance with its terms and conditions, and/or completing transactions conducted within this Participation Agreement results in a breach of the terms, conditions and provisions of any agreement or instrument to which a Party is now a party or by that it is bound or constitutes a default.
- (c) To the knowledge of each Party, there is no litigation or other court, or administrative proceeding pending or threatened affecting the Party's rights to execute or deliver this Participation Agreement or to comply with its obligations under this Participation Agreement.
- (d) Neither such Party's execution and delivery of this Participation Agreement, nor its compliance with its obligations under this Participation Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.
- (e) The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Participation Agreement.

7.02 Agreement Related Dispute Resolution. It is the desire and intent of the Parties to resolve any disputes in a collaborative manner and to avoid, if possible, the expense and delay of litigation. In the event that any Party cannot resolve an issue with another Party under this Agreement, the affected party shall engage in the following process:

- (a) Any Party may give written notice to another Party or Parties of any dispute not resolved in the ordinary course of business. Within ten (10) business days after delivery of the written notice by regular or electronic mail, the receiving Party(ies) shall submit a written response to the disputing Party and designate in the notice a representative who will represent that Party in the negotiation to resolve the dispute. If a third-party mediator is necessary, the Party providing initial written notice will indicate as such in the notice and seek confirmation/approval by the receiving parties in written response. It shall be the responsibility of the Party giving notice to cover any costs related to any third-party mediator once confirmed/approved by the receiving parties.

- (b) Within ten (10) business days of receiving the response, the appointees of the disputing and receiving Parties shall meet at a mutually acceptable time and place, and thereafter, as often as necessary to resolve the dispute.
- (c) All reasonable requests for information made by one Party to the other shall be honored in a timely fashion to permit constructive discussion.
- (d) The duty to engage in dispute resolution is a material part of this Agreement enforceable by equitable relief.
- (e) Upon failure to resolve a dispute through the steps outlined in this Agreement, any Party may engage in other dispute resolutions processes agreed upon by the Parties or pursue any legal or equitable remedies available.

7.03 Waivers of Non-Compliance with Participation Agreement.

- (a) No provision of this Participation Agreement shall apply to any agreement grace period, as defined in Section 4.03, has concluded.
- (b) Any waiver of a provision or provisions of this document must be formally executed in accordance with section 7.07 of this Participation Agreement.
- (c) The failure of any Party to require timely compliance with this agreement or another agreement executed based upon this agreement shall not affect the right of the other Party to enforce the provisions of the agreement.
- (d) No waiver or acquiescence by a Party to any breach of any provision of an agreement is to be taken as authorization or a waiver to commit any subsequent breach of that provision or any other provision.

7.04 Governing Law. The parties intend that this Participation Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Orange County.

7.05 Assignment. No Party may sell or assign any interest in or obligation under this Participation Agreement without the prior express written consent of the other Parties.

7.06 Independence of the Parties. Nothing herein shall be construed to modify, abridge, or deny the authority or discretion of any Party to independently develop, administer, or control Implementation Elements pursuant to enumerated authority or funding sources separate from those outlined in this Participation Agreement.

7.07 Execution in Counterparts/Electronic Version of Participation Agreement. This Participation Agreement may be executed via the use of counterparts. Any Party may convert the fully executed Participation Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for record

retention purposes. Such electronic record of the Participation Agreement shall be deemed for all purposes to be an executed Participation Agreement.

7.08 No Waiver of Sovereign Immunity. Nothing in this Participation Agreement shall be construed to mandate purchase of insurance by Orange County pursuant to N.C.G.S. 153A-435 or purchase of insurance by any municipality pursuant to N.C.G.S. 160A-485; or to in any other way waive any Party's defense of sovereign or governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law.

7.09 No Waiver of Qualified Immunity. No officer, agent or employee of any Party shall be subject to any personal liability by reason of the execution of this Participation Agreement or any other documents related to associated transactions. Such officers, agents, or employees execute this Participation Agreement in their official capacities only and not in their individual capacities. This section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

7.10 Verification of Work Authorization; Iran Divestment Act. All Parties, and any permitted subcontractors, must comply with Article 2, Chapter 64, of the North Carolina General Statutes. The Parties hereby certify that they, and all permitted subcontractors, if any, are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

7.11 Third-Party Beneficiaries. There are no third-party beneficiaries to this Participation Agreement.

Transit Governance

Interlocal Agreement

Between

Orange County

Durham-Chapel Hill-Carrboro Metropolitan Planning Organization

And

Research Triangle Regional Public Transportation Authority

This Interlocal Agreement (the "Agreement"), is entered into this 8th day of March 2023, by and between Orange County, North Carolina, a public body politic and corporate of the state of North Carolina (hereinafter "Orange County"), Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, a metropolitan planning organization (hereinafter "DCHC MPO" or "MPO") and Research Triangle Regional Public Transportation Authority d/b/a GoTriangle, a public body politic and corporate of the State of North Carolina; each individually referred to as a "Party" and collectively referred to herein as "the Parties";

Witnesseth:

Whereas, Orange County, DCHC MPO and GoTriangle, all of which have specific roles in the implementation of public transit in the Orange County area, have determined that it is in their best interest to coordinate public transit planning, funding, expansion, and construction; and

Whereas, GoTriangle is a regional public transportation authority created in accordance with the provisions of N.C.G.S 160-603 *et seq.* by concurrent resolution of Durham, Orange and Wake counties and duly incorporated as a body corporate and politic and vested with the general powers set forth in N.C.G.S. Chapter 160A Article 26; and

Whereas, DCHC MPO is the Metropolitan Planning Organization for the Durham-Chapel Hill-Carrboro Urbanized Area, established pursuant to 23 U.S.C. 134 *et seq.* and recognized under the laws of North Carolina pursuant to N.C.G.S. 136-200.1; and

Whereas, Orange County is a body politic and corporate vested with the corporate powers set forth in N.C.G.S 153A-11; and

Whereas, GoTriangle, DCHC MPO and Orange County, among others, are parties to an agreement signed in 2016 titled "Agreement setting Forth the Mutual Understanding of the Parties as to the Scope and Content of the Financial Plan", which defined the creation of the Triangle Tax District; and

Whereas, GoTriangle serves as the regional public transportation authority that administers the Triangle Tax District pursuant to N.C.G.S 105-508; and

Whereas, the Parties to this Agreement, in collaboration with local partners and stakeholders, shall carry out the implementation of the Orange County Transit Multi-Year Vision Plan, which shall include an approved financial plan pursuant to N.C.G.S 105-508.1; and

Whereas, the Parties pursuant to the authority of N.C.G.S. 160A-461 *et seq.* are authorized to enter into this Agreement and joint planning and implementation efforts in order to pursue the above stated goals.

Now Therefore, for and in consideration of the promises and covenants contained in this Agreement and the mutual benefits derived therefrom, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I

Purpose and Scope

- 1.01 **Purpose.** The purpose of this Agreement is to provide a plan of governance that will efficiently, effectively, and equitably implement public transit services and projects as set forth in the Orange County Transit Multi-Year Vision Plan (see 2.038 for definition) and associated Orange County Transit Annual Work Programs (see 2.011 for definition). This Agreement will also guide updates and amendments to the Orange County Transit Multi-Year Vision Plan which include the planning, design, funding, implementation, and operation of transit services; reporting expectations; and resolution of issues.
- 1.02 **Scope.** The scope of this Agreement shall be the governance of the planning, financing, and implementation of the Orange County Transit Multi-Year Vision Plan, as it may be amended from time to time as provided for herein.
- 1.03 **Objective.** The objective of this Agreement is to create a governance structure to successfully meet the purposes of this agreement.

Article II

Definitions

- 2.01 “Annual Capital Budget” shall mean the upcoming year of the multi-year Capital Improvement Plan (CIP) which is enacted by adoption of the capital projects ordinance pursuant to N.C.G.S. Chapter 159. This budget shall include the allocation of financial resources to specific project sponsors for specific projects. Appropriations that are made pursuant to the Annual Capital Budget shall be budgeted to project elements such as, but not limited to, infrastructure projects or vehicle rolling stock (depreciable items) in a multi-year major fund such that funding does not revert to available capital fund balance at the end of the fiscal year.
- 2.02 “Annual Operating Budget” shall mean the upcoming year of the annual operating program, which is enacted by the adoption of the operating projects ordinance pursuant to N.C.G.S. Chapter 159. This budget shall include the allocation of financial resources to specific project sponsors for specific projects. Appropriations that are made pursuant to the Annual Operating Budget shall be budgeted to elements such as, but not limited to, elements to support the operations, maintenance, and administrative oversight of public transportation services and the

overhead costs related to Tax District functions. The annual operating budget shall be budgeted by major fund. The annual operating budget shall also contain the annual administrative functions, the details of which shall be provided independently of operating costs associated with transit operating projects.

- 2.03 "Annual Orange Transit Report" shall mean a report that provides information regarding meeting strategic public transit objectives and includes the performance achieved, the strategies being followed, and performance targets and key milestones for capital projects and operating services.
- 2.04 "Annual Work Program Development Calendar" shall refer to the agreed upon schedule that is developed at the start of each fiscal year. This schedule outlines critical milestone-dates for which elements supporting the Annual Work Program are to be developed, drafted, and coordinated for review and approval by the SWG, and presented as information to all governing boards that are parties to this agreement.
- 2.05 "Audited Financial Statements" shall refer to financial statements which have been audited by a Certified Public Accountant and for which an opinion has been expressed to meet US generally accepted accounting principles or principles adopted by Governmental Accounting Standards Board (GASB) and prepared in accordance with N.C.G.S. 159-34.
- 2.06 "Capital Funding Agreement" shall mean an agreement between agencies to provide funding supporting an Implementation Element for specified capital improvements. Any such agreement will include details of the capital improvements to be provided and detail expectations on Orange County Transit Annual Work Program resource funding, responsibilities, schedule, and performance and shall adhere to any and all standards outlined in the supporting Comprehensive Participation Agreement.
- 2.07 "Capital Projects" shall mean purchase of land or interests in land; purchase, construction or demolition of buildings or other physical facilities; purchase of services of architects, engineers, as well as other studies; site improvements or development necessary for the implementation of transit projects; purchase or installation of fixed or moveable equipment necessary for the installation and operation of transit services; rolling stock or vehicles as defined by the Federal Transit Administration; corridor and project planning studies; infrastructure projects; and information technology costs that result in a long-term asset.
- 2.08 "Capital Projects Ordinance" shall mean the annual financial ordinance budgeted for the Orange Transit major capital fund pursuant to N.C.G.S Chapter 159., tied to the multi-year Capital Improvement Plan, the Annual Capital Budget and planned capital project funding agreements that implement needed capital projects.
- 2.09 "Component Unit" or "Separate Component Unit" shall refer to a unit of local government within the Tax District if the primary entity has administrative responsibility for the budget adoption and operation and management of transit services provided by the unit. The primary entity shall report in its financial statements information about the relationship between any component unit(s) and the primary entity. The primary entity also is required to report Orange Transit Plan Revenues, including Dedicated Local Transit Funding Sources, expenditures and fund balance in columns separate from the primary entity's financial data in its annual audited statements.

- 2.010 "Annual Comprehensive Financial Report" ("ACFR") shall mean the report prepared by governmental entities that complies with the accounting regulations promulgated by the Governmental Accounting Standards Board (GASB).
- 2.011 "Orange County Transit Annual Work Program" or "Work Program" shall mean the comprehensive annual program for transit capital and operations presented by the SWG (see 2.034) which shall include all of the separate components of:
- a. Annual Operating Budget Ordinance. This shall be supplied for the Orange Transit major operating fund which will appropriate funds for the operation, administration, and implementation of projects identified in the Work Program as operating projects;
 - b. Annual Tax District administration budget for the Orange Transit major operating and capital fund;
 - c. Multi-Year Capital Improvement Plan (CIP) supplied for the Orange Transit major capital fund that clearly identifies specific projects, project sponsors responsible for undertaking those projects, project funding sources, and project expenditures. (NOTE: The Multi-year CIP shall be updated annually to coincide with the annual capital budget always being the first year of appropriation of funding for capital projects identified in the CIP. The Multi-year CIP shall be coordinated with the Metropolitan Transportation Plan, Transportation Improvement Program, and annual program of projects developed and maintained by the DCHC MPO designated recipient of federal formula transit grants so as to be consistent with submittal deadlines for the Transportation Improvement Program and the horizon years of the Metropolitan Transportation Plan.);
 - d. Annual Capital Budget Ordinance supplied for the Orange Transit major capital fund that allocates financial resources to specific project sponsors for specific projects and represents the current year of appropriation of funding for capital projects identified in the Multi-Year CIP;
 - e. Annual Operating Program (as defined *supra.*);
 - f. Adjustment of the Current Orange Transit Financial Plan and financial model assumptions and corresponding update of the planning horizon of Orange County Transit Multi-Year Vision Plan future projects not included in the current Multi-year CIP. The Parties shall use good faith efforts to align planning horizon year with the horizon year of the current DCHC MPO MTP. The Financial Model shall contain agreed upon financial assumptions of the SWG (and supporting subcommittees as designated) for the Orange County Transit Annual Work Program revenues involving federal, state, and local sources and multi-year capital and operating costs including liquidity targets and debt ratios relevant to rating agency metrics;
 - g. Multi-year Capital Funding Agreements or Global Agreements; and
 - h. Multi-year Operating Agreements or Global Agreements.
- 2.012 "Dedicated Local Transit Funding Sources" shall be defined as all revenues derived from transit funding sources in support of the Orange County Transit Multi-Year Vision Plan, which shall include, but not limited to (for potential future need):
- a. Article 43 Half-Cent (0.5 percent) Sales and Use Tax. This is the ½ percent local option sales and use tax as defined by N.C.G.S 105-508;

- b. Article 51 Three-Dollar (\$3) increase to GoTriangle Regional Vehicle Registration Fee. This is the increased portion of the regional vehicle registration fee assessed by GoTriangle in accordance with N.C.G.S 105-561 *et seq.* allocated to Orange County;
 - c. Article 52 Seven-Dollar (\$7) County Vehicle Registration Fee. This is the County vehicle registration fee assessed by the Orange County Board of Commissioners in accordance with N.C.G.S 105-570 *et seq.*; and
 - d. Vehicle Rental Tax. Any portion of vehicle rental tax collected by GoTriangle pursuant to N.C.G.S. 105-550 *et seq.* that is allocated to Orange County by the GoTriangle Board of Trustees. Future allocations of the Vehicle Rental Tax after FY23 shall be subject to the sole discretion of the GoTriangle Board of Trustees approval. If the GoTriangle Board of Trustees chooses to suspend any allocations of the Vehicle Rental Tax to Orange County, the Board of Trustees shall provide said county with three (3) months' notice of such suspension.
- 2.013 "Orange County Transit Plan Revenue" shall mean Dedicated Local Transit Funding Sources, any federal or state funds allocated by a designated recipient, debt proceeds, fares, local contributions, and any other sources of revenue used to fund the Orange County Transit Multi-Year Vision Plan
- 2.014 "Equitable Use of Net Proceeds Within or To Benefit the Special District" as that term is used in N.C.G.S. 105-508.1 shall mean:
- a. The revenues collected in Orange County must be spent for the benefit of that County. That does not mean they have to be spent in the County.
 - b. For Cross-County projects, rates that are negotiated on some agreed upon periodic basis by the counties are by definition equitable
- 2.015 "Financial Model" shall mean a long-term financial planning model, that projects revenues and expenditures and includes all Dedicated Local Transit Funding Sources, as well as additional projected sources for projects and planned uses of funds as necessary for both capital projects and operating expenses, and is used to evaluate the impact of operating and funding decisions on the Orange Transit major operating and capital funds' financial condition to ensure the Orange County Transit Multi-Year Vision Plan's policies and objectives are maintained in the long-term, including liquidity targets and debt ratios relevant to rating agency metrics. Only Orange County Transit Plan Revenue, including Dedicated Local Transit Revenues, and expenditures of projects in support of the Orange County Transit Multi-Year Vision Plan shall be included in the Financial Model.
- 2.016 "Financial Plan" as that term is used in N.C.G.S. 105-508.1(2) shall mean:
- a. the Financial Plan requiring approval shall mean the Plan Implementation and Finance components of the most current Orange County Transit Multi-Year Vision Plan as supported by the details of the Orange County Transit Multi-Year Vision Plan and modeled in the associated Financial Model. Approval authority over the Financial Plan by the parties to this agreement only applies to the Dedicated Local Transit Funding Sources. Any other funding sources comprising the Financial Plan should be provided by appropriate project sponsors (as approved by their governing body) during the Annual Work Program and/or Multi-Year Vision Plan development processes.
 - b. **If now or in the future the Special District consists of Orange County and one or more other counties**, the Financial Plan shall only include funds that would be budgeted and

reported in the Orange Transit major operating and capital funds, provided that financial plans for other counties in the District, if any, have previously been approved by those counties.

- 2.017 "Financial Statements" shall mean the statement of financial condition prepared in accordance with N.C.G.S 159-25.
- 2.018 "GASB" shall mean the Governmental Accounting Standards Board (GASB) which establishes standards and principles for state and local governmental accounting and financial reporting.
- 2.019 "Implementation Element" shall mean a discrete project, operation or study or a discrete logical grouping of projects, operations or studies tracked separately by the Orange County Transit Annual Work Program.
- 2.020 Local Government Commission ("LGC") is established by N.C.G.S. 159-3 and provides assistance to local governments and public authorities in North Carolina. It is staffed by the Department of State Treasurer and approves the issuance of debt for all units of local government and assists those units with fiscal management.
- 2.021 "Major Fund" shall be, as defined by the GASB, a fund that is reported in a separated column in the basic fund financial statements and is subject to a separate audit opinion in the independent auditor's report. As defined, the Tax District shall report at a minimum major fund for the Orange Transit Work Plan Operating Funds and a major fund for the Orange Transit Work Plan Capital Funds.
- 2.022 "Global Agreement" shall mean an Operating or Capital Funding agreement that encompasses a discrete logical grouping of capital projects, transit operations or studies.
- 2.023 "Enhanced Quarter-2 Report" shall mean a report delivered approximately 6 months into the year of current work program implementation that provides information regarding progress toward strategic objectives outlined in the Orange County Transit Annual Work Program and includes the performance achieved, the strategies being followed, and performance targets and key milestones for Capital Projects and operating services identified in the Orange County Transit Annual Work Program.
- 2.024 "Multi-Year Capital Improvement Plan" ("CIP") shall mean a multi-year document that identifies by year projected capital projects, project sponsors responsible for undertaking these projects, the financial costs, and anticipated sources of funding for those projects, and identifies any projected operating costs associated with those projects. The CIP shall be coordinated with the Metropolitan Transportation Plan, Transportation Improvement Program, and annual program of projects developed and maintained by the DCHC MPO as designated recipient of federal formula transit grants so as to be consistent with submittal deadlines for the Transportation Improvement Program and the horizon years of the Metropolitan Transportation Plan.
- 2.025 "Annual Operating Program" shall mean the annual document describing transit operating programs, which could include the development of local bus, express bus, Bus Rapid Transit, Commuter Rail Transit, or other public transportation-type services not specifically highlighted here to be funded by the Tax District. It will describe service changes planned for the year and preliminary service proposals and financial projection for the subsequent years. A detailed report on the status of each bus and rail route shall also be included, along with performance objectives for the coming year. The document shall also describe administrative, planning, marketing, or other functions that are not directly accounted for in specific infrastructure

- project delivery or allocated to service delivery, but which are essential to the implementation of the Transit Plan.
- 2.026 "Multi-Year Service Implementation Plan" shall mean a document or documents that detail how transit services will be modified, to include expansion and reduction, operated and maintained over a specific number of years. The plan(s) shall detail timing and schedule, justifications for implementation decisions, and public involvement steps. Different transit operators may have different plans for implementation, but the different plans must be coordinated with each other particularly with respect to anticipated funding and public outreach.
- 2.027 "Non-Orange County Revenues" shall mean all revenues collected on behalf of member counties other than Orange County within the Tax District or Special District that are derived from transit funding sources associated with counties other than Orange County.
- 2.028 "Operating Agreement" shall mean an agreement between an agency tasked to provide an Implementation Element, the Tax District and other agencies as needed, or an operating plan if the Implementation Element is to be provided by the Agency. The agreement shall state the details of the service to be provided and detail expectations on funding, responsibilities, schedule, and performance. The agreement shall adhere to any/all standards outlined in the supporting Comprehensive Participation Agreement.
- 2.029 "Operating Budget Ordinance" shall mean the annual financial ordinance budgeted for the Orange Transit major operating fund pursuant N.C.G.S. Chapter 159, tied to Operating Agreements, that includes funds for the operations identified in the Orange Transit Work Plan, allocations for reserves, and transfers to other such funds such as other Orange Transit major funds identified by the Component Unit. The Operating Budget Ordinance shall include the general administrative and maintenance expenses of the unit separate from the Project Operating Funds.
- 2.030 "Operating Funds" shall mean funds appropriated in the annual operating budget for the administration, operation and maintenance of the transit system.
- 2.031 "Operating Fund Balance" shall mean the reported amounts restricted by enabling legislation for the Orange Transit major operating fund, presented in the basic financial statements, and disclosed in the notes to the Financial Statements as required under generally accepted accounting standards.
- 2.032 "Project Operating Funds" shall mean funds appropriated in the annual Operating Budget Ordinance to support the operation of projects identified in the Orange County Transit Annual Work Program.
- 2.033 "Quarterly Financial Reports" shall mean the quarterly statement of financial condition prepared in accordance with N.C.G.S. 159-25.
- 2.034 "Special District" shall mean any tax district administered by GoTriangle pursuant to authorizing resolutions and N.C.G.S. 105-508 *et seq.* or N.C.G.S 105-561 *et seq.* to which Orange County is a member, now or in the future.
- 2.035 "Staff Working Group" or "SWG" shall mean a committee created by this Agreement for the purposes enumerated and as defined in Article III herein. The SWG is jointly charged by all parties to this Agreement with coordinating planning and implementation aspects of the Orange County Transit Annual Work Program (as defined in 2.011), as well as facilitating elements of the Orange County Transit Multi-Year Vision Plan (as defined in 2.038) and serving in an advisory

role to the Orange County Board of Commissioners, DCHC MPO Executive Board, and GoTriangle Board of Trustees.

- 2.036 "Supplantation" shall mean the opportunity for parties to this agreement to use certain funding sources to replace existing funds or other resources for public transportation systems.
- a. Local Funding Source that allows supplantation: the County Vehicle Registration Tax (N.C.G.S 105-570) which is levied at its maximum amount of \$7.00 per year;
 - b. Local Funding Sources that do not allow supplantation:
 - i. Local Government Sales and Use Taxes for Public Transportation (N.C.G.S. 105-506:514) which is levied at its maximum allowable rate of one-half percent (*non-supplantation cited in N.C.G.S 105-507.3.b*);
 - ii. Regional Transit Authority Registration Tax (N.C.G.S. 105-560:569) which is levied at its maximum amount of \$8.00 per year with \$3.00 of each \$8.00 collected allocated locally to Orange County (*non-supplantation cited in N.C.G.S. 105-564*).
- 2.037 "Tax District" shall mean any tax district administered by GoTriangle pursuant to authorizing resolutions and N.C.G.S. 105-508 *et seq.* or N.C.G.S 105-561 *et seq.* to which Orange County is a member, now or in the future.
- 2.038 "Transit Plan," or "Multi-Year Vision Plan," shall mean the comprehensive multi-year vision plan for transit operating and capital needs over a period of time of at least 4 years, through coordination with the DCHC-MPO Metropolitan Transportation Plan adoption process and shall also be prepared by the SWG for approval by appropriate governing boards, which shall include all the separate components of:
- a. Multi-year Capital Improvement Plan
 - b. Annual Operating Program, or Multi-Year Service Implementation Plan, which shall include assumptions for administrative staff needs to support plan implementation efforts across the period of time defined by the Transit Plan
 - c. Financial Plan (as defined in section 2.016)
 - d. Update of the Financial Model Assumptions (if applicable)
- 2.039 "Triangle Tax District" shall mean the tax district, also referred to as the Special District created by GoTriangle on or about May 25, 2016, pursuant to authorizing resolutions and N.C.G.S. 105-508 *et seq.*
- 2.040 "Comprehensive Participation Agreement" shall mean an agreement that formally invites parties to participate in plan implementation elements that are not explicitly parties to this Transit Governance Interlocal Agreement.

Nothing herein shall prevent Orange County from entering a mutually negotiated Cost Sharing Agreement with other jurisdictions for any regional transit projects or systems so long as they are detailed in the Multi-Year Vision Plan.

Article III

Staff Working Group ("SWG")

- 3.01 SWG Established. The Parties hereby establish the Orange County Staff Working Group ("SWG"). Pursuant to the authority set forth in this Agreement, the SWG shall coordinate planning and oversee the implementation of the Annual Work Program, as well as facilitate development of elements for the Multi-Year Vision Plan. It shall also serve in an advisory role to the Orange County Board of Commissioners, DCHC MPO Board and GoTriangle Board of Trustees.
- 3.02 Membership, Organization and Objectives.
- a. Initial Membership. The initial membership of the SWG shall be comprised in two categories – voting & non-voting.
 - i. Voting members: two (2) staff members shall be appointed by each of the ILA Parties ("ILA Party Members;" each party should consider a planning/administrative representative as well as a finance representative); two (2) staff members shall be appointed by the Town of Chapel Hill (one general representing the Town; the other representing Chapel Hill Transit); and one (1) staff member appointed by each of the following, the Town of Carrboro, Town of Hillsborough and the City of Mebane.
 - ii. Non-Voting members: each party shall appoint one (1) staff member appointed from the following organizations to advise County Transit Plan Implementation efforts. These organizations are: Triangle-J Council of Governments, and University of North Carolina, Chapel Hill
 - b. Voting Structure for Initial Membership. When a vote is called by the chair on any issue, each ILA Party Member, as well as the Town of Chapel Hill, shall have two (2) votes; the Town of Carrboro, Town of Hillsborough, and City of Mebane shall have one (1) vote.
 - c. Regular Membership. The meeting of the SWG shall be called by the SWG Administrator by way of the DCHC MPO within fifteen (15) days of the execution of this Agreement. The meeting shall abide by rules set forth in this agreement. A Chair and Vice-Chair shall be elected by the voting members at this initial meeting. Prior to June 30, 2023, the SWG should finalize and approve rules, agencies and expectations for regular membership and organizational function. The initial members of the SWG should take into consideration various required skill sets, specifically in local planning, budgeting, finance, project construction and operations.
 - d. Operational Rules of SWG. By June 30, 2023, the members of the SWG shall, consistent with the responsibilities outlined in Section 3.03 and the flexibilities outlined in 3.04, submit to the Orange County Board of Commissioners, DCHC MPO Board and GoTriangle Board of Trustees for
 - i. Approval: 1) bylaws including the provisions of Section 3.05; 2) rules dictating the composition, organization, and function of the SWG; 3) rules dictating amendment procedure for both the Annual Work Program and Multi-Year Vision Plan; and
 - ii. Review as information through appropriate timeframe cycles 1) a meeting schedule; 2) a list of deadlines for the submittals defined herein; and 3)

identification of the Party to serve as the lead agency for each of the responsibilities enumerated in Section 3.03.

- e. The SWG, which serves as an administrative and advisory arm to the parties of this agreement, shall adhere to public meeting laws as outlined in N.C.G.S. 143-318.9:18 (Article 33 of Chapter 143, "Meetings of Public Bodies").
- f. Timeliness. The SWG shall develop processes and procedures to allow decision to be made in a timely manner. Duties not specifically denoted under Section 3.03 may be delegated to other groups. The designation and delegation of these duties shall be approved by the appropriate governing boards based on plan elements' (i.e., Annual Work Program or the Multi-Year Vision Plan) impacts and shall include the governing boards that represent the parties to this agreement.

3.03 Responsibilities. The SWG shall be charged with the development or delegation to a Party as a lead agency of the following:

- a. Annual Work Program, including all the separate elements defined in Section 2.011
- b. a Multi-Year Vision Plan;
- c. Templates containing minimum standards for project and financial reports (first version by June 30, 2023)
- d. Designation of project sponsors (agencies responsible for each respective capital and operating project), including agencies responsible for each Implementation Element;
- e. A strategy for each Implementation Element or agreement, which shall include scope, geography, estimated budget, sponsoring agency/jurisdiction, purpose, and goals; and
- f. An articulated strategy for incorporating or account for public outreach, involvement, and communication with the deliverables set forth in a, b, d, and e.

3.04 Assignment. The SWG may, by vote or by other mechanism allowed in its bylaws, assign the creation and maintenance of certain documents for which it is responsible to Parties or SWG members. However, the SWG shall not delegate its responsibility to review and present documents and products which are defined in Section 3.03 as SWG responsibilities. All documents related to the duties of Section 3.03 produced on behalf of the SWG must be reviewed and formally approved, by SWG prior to release.

3.05 Minimum Quorum and Voting. The Parties to this Agreement agree that the SWG deliberation process must allow decisions to be made in an efficient and timely manner. A quorum shall be when 7 of 11 SWG members appointed by the Parties to this Agreement are present for a SWG meeting.

3.06 Right to Inspect. All Parties to this Agreement, or their authorized representative(s), shall have the right to inspect, examine, and make copies of any and all books, records, electronic files, agreements, minutes, and other writings and work products related to the operation and day to day business of the SWG.

3.07 Staff Working Group Lead Agency Determination. Any party to this Agreement shall be responsible for hosting, convening and administering (serving as the 'Lead Agency') the Staff Working Group (SWG) and hosting the role of the Staff Working Group Administrator, which is a critical role to facilitate program development and plan implementation. The parties to this Agreement shall determine SWG Administration Lead Agency by June 30, 2023 and shall be reevaluated with each multi-year vision plan update process. DCHC MPO shall continue to serve as the SWG Administrator upon execution of this agreement through the aforementioned

deadline. Lead Agency assignment for SWG Administration shall be recommended by the SWG to all three governing boards represented through this Agreement for approval.

Article IV

Term, Termination, Amendment

4.01 Term.

- a. Effective Date. This Agreement shall become effective upon the properly authorized execution of the Agreement by all Parties.
- b. This Agreement shall continue for a period of seventeen (17) years from the Effective Date, unless otherwise amended by the prior express written agreement of the Parties. This term aligns with horizon year of the current County Transit Multi-year Vision Plan at the time of execution of this Agreement.
- c. Any amendment, termination, or renewal of the Term must be in the form of a written instrument properly authorized and executed by the governing boards of each Party.
- d. The Parties agree that the Term shall be extended by mandatory amendment though the final maturity dates of any debt issued and payable from Orange County Transit Tax Revenues seventeen (17) year initial term.

4.02 Termination.

- a. Material Breach. If any Party violates a responsibility, duty, or assumption stated in Article V, the other Party(ies) shall give written notice of the breach and request to cure. If such breach is not cured within thirty (30) days of written notice thereof, any non-breaching Party may, without further notice or demand, in addition to all other rights and remedies provided in this Agreement, at law or in equity, terminate this Agreement and recover any damages to which it is entitled because of said breach. In the event of a non-material breach of the Agreement, the termination procedure set forth in 4.02(b) shall apply.
- b. Termination upon one (1) year's notice. Any Party may terminate its participation in this Agreement with or without breach by giving written notice to each other Party of intent to terminate, as well as reasons for terminating (which shall be in the sole discretion of the terminating party), at least one (1) year prior to the effective termination date.
- c. Bankruptcy/Insolvency Special Provisions. If any Party applies for or consents to the appointment of a receiver, trustee or similar officer for it or any substantial part of its property or assets, or any such appointment is made without such application or consent by such Party and remains discharged for sixty (60) days, or files a petition in bankruptcy or makes a general assignment for the benefit of creditors, then such action shall constitute a material breach of this Agreement not requiring notice and opportunity to cure and the other Party(ies) may terminate effective immediately.
- d. Cooperation Provisions. In the event of termination pursuant to any subsection hereunder, the terminating Party shall not be relieved of any existing and underperformed obligations up until the effective date of termination, and the Agreement shall remain in effect as to the non-withdrawing Parties. The non-withdrawing Parties, beginning at the time of notice of termination is received, shall work together in good faith to determine if the intent and purpose of the Agreement

can be accomplished by executing any Amendments deemed necessary and/or adding any parties deemed necessary to perform the executory obligations of the withdrawing Party.

- e. Non-Exclusive Remedies. No remedy provided in this Agreement shall be considered exclusive of any other remedy in law or in equity.
- f. Repeal and Dissolution. Nothing herein shall be construed to restrict Orange County's ability to repeal any transit tax previously enacted and consideration will be given by the County to any transit taxes levied in support of debt service in support of the Orange County Transit Annual Work Program. Nothing herein shall be construed to restrict Orange County's ability to request dissolution of the special tax district in accordance with N.C.G.S. 105-509.1 and N.C.G.S. 105-473(a).
- g. Notice. Any written or electronic notice required by this section shall be delivered to the Parties at the following addresses:

For Orange County:

Orange County
Attn: County Manager
300 West Tryon Street
PO Box 8181
Hillsborough, NC 27278

With a copy to:

Orange County Attorney
300 West Tryon Street
PO Box 8181
Hillsborough, NC 27278

For DCHC-MPO:

Durham Chapel Hill Carrboro Metropolitan Planning Organization
Attn: Executive Director
101 City Hall Plaza
Durham, NC 27701

For GoTriangle:

GoTriangle
Attn: General Manager
PO Box 13787
Research Triangle Park, NC 27709

With a copy to

Attn: GoTriangle General Counsel
PO Box 13787
Research Triangle Park, NC 27709

- 4.03 Amendment. The Parties will conduct a coordinated review of the Agreement at least every four (4) years to consider any desired updates through the Agreement amendment process. If any Party desires to amend the Agreement outside the (4) four-year review cycle, then the proposed amendment and the reasons for the proposed amendment shall be communicated in writing to the other Parties. If the Parties agree to the proposed amendment, then the amendment shall be affected by entering a written amendment to the Agreement. An amendment that does not change the substantive or financial commitments of the Agreement may be executed by the Orange County Manager, the DCHC-MPO Executive Director, and the GoTriangle Chief Executive Officer. Any other amendment to the terms of this Agreement to be effective must be in the form of a written instrument properly authorized and executed by the governing boards of each Party to this Agreement.

Article V

Responsibilities, Financial Duties and Assumptions of the Parties

The responsibilities of the Parties are as follows:

- 5.01 Orange County shall carry out its legal, contractual, fiscal, and fiduciary duties as government as follows:
- a. Shall provide staff to serve on the SWG;
 - b. Shall enter into Capital Funding Agreements and Operating Funding Agreements to study, plan, and construct public transit infrastructure capital Implementation Elements for which Orange County is a designated project sponsor and/or providing funding in-part or wholly and to deliver such Implementation Elements as identified within the Orange Transit Annual Work Program and or the Orange Transit Multi-Year Vision Plan;
 - c. Shall provide required financial and status reports on Implementation Elements for which Orange County is providing funding in-part or wholly (i.e., serving as a project sponsor);
 - d. Shall coordinate approval of the components of the Annual Work Program identified in Section 2.011 by the Orange County Board of Commissioners;
 - e. Shall coordinate, as needed, to review documents, as defined in Article II or in subsequently developed policies & procedures that support transit plan implementation, and recommend for approval by the Orange County Board of Commissioners when necessary;
 - f. Shall coordinate approval of the Multi-Year Vision Plan identified in Section 2.038 by the Orange County Board of Commissioners;
 - g. Comply with N.C.G.S. 143-6A-4, the "Iran Divestment Act Certification";
 - h. Perform other any other actions consistent with the powers and duties set forth in N.C.G.S. Chapter 153A and N.C.G.S 105-561 *et seq.*; and
 - i. To the extent applicable, shall comply with 23 U.S.C. 134, 49, U.S.C. Chapter 53, and N.C.G.S. Chapter 136;
- 5.02 DCHC-MPO shall carry out its legal, contractual, fiscal, and fiduciary duties as the Metropolitan Planning Organization as follows:

- a. Shall coordinate/align Dedicated Local Transit Funding sources with other transportation investments and state and federal funding;
 - b. Shall provide staff to serve on the SWG
 - c. Shall enter into Operating and Capital Funding Agreements, for which the DCHC MPO is a party to, to study and plan public transit Capital Projects and deliver Implementation Elements as identified within the Orange County Transit Annual Work Program;
 - d. Shall provide required financial and status reports on Implementation Elements for which DCHC MPO is responsible (i.e., serving as a project sponsor) that are funded in-part or wholly by the Tax District;
 - e. Shall serve as the coordinating agency between the Parties, N.C. Department of Transportation, and federal agencies including but not limited to the Federal Highway Administration, the Federal Transit Administration, and the Federal Railroad Administration when coordination of regional need is deemed necessary by the SWG;
 - f. Shall coordinate, as needed, to review and approve documents, as defined in Article II or in subsequently developed policies & procedures that support transit plan implementation, by the DCHC-MPO Executive Board;
 - g. Shall coordinate approval of the Multi-Year Vision Plan by the DCHC-MPO Executive Board;
 - h. Shall identify projects using federal transit funding and ensure that the multi-year operating program, the Annual Operating and Capital Budgets including such projects are coordinated with the MPO's annual planning for projects process and Transportation Improvement Program;
 - i. Shall comply with N.C.G.S. 143-6A-4, the "Iran Divestment Act Certification";
 - j. When applicable and appropriate, shall apply for, secure, and direct reasonably available funding toward components of the Orange County Transit Annual Work Program consistent with its other responsibilities within the MPO;
 - k. Shall program and administer funding, including but not limited to grant funding, and perform all required duties to apply for, coordinate, and align transit funding if applicable and appropriate, with other transportation investment and state and federal funding; and
 - l. Shall perform any other actions consistent with the powers and duties set forth in 23 U.S.C. 134 *et seq.*, 49 U.S.C. Chapter 53 and as recognized under the laws of North Carolina pursuant to N.C.G.S. Chapter 136.
- 5.03 GoTriangle shall carry out its legal, contractual, fiscal, and fiduciary duties as a unit of local government as follows:
- a. Shall administer and manage the Tax District, including carrying out its legal, contractual, fiscal, and fiduciary duties;
 - b. Shall comply with the responsibilities of a local government prescribed by the North Carolina Budget and Fiscal Control Act;
 - c. Shall adhere to the Financial Plan as defined by this Agreement, and any amendments authorized thereto;
 - d. Shall adhere to the Equitable Use of Net Proceeds within or to benefit the Special District as defined in this Agreement;

- e. Shall distribute the Financial Plan to each unit of local government within its jurisdiction in accordance with N.C.G.S. 105-508.1;
- f. Shall use or expend all Dedicated Local Funding Sources only as specifically budgeted in the approved Orange County Transit Annual Work Program;
- g. Shall not pledge, represent, appropriate, or covenant to appropriate any portion of the Dedicated Local Funding Sources to cover any debt service, encumbrances, or operating or other expenses that do not arise from the Orange County Transit Annual Work Program;
- h. Shall maintain adequate Operating Fund Balances and Capital Fund Balances in the Orange Transit major operating and capital funds per Financial Policies & Procedures and related guidelines mutually agreed to by SWG;
- i. Shall obtain approval from the Local Government Commission for all issuances of debt, certain capital leases, and other financial agreements as required by law;
- j. Shall not under the provisions of N.C.G.S. 160A-20, create any security interest in real or personal property funded by Orange Transit major operating and capital funds unless 100% of the proceeds of the related financing are for projects in the Orange County Transit Annual Work Program, unless such security interest and financing are approved by the Orange County Board of Commissioners;
- k. Shall ensure that any proceeds from the sale, transfer, and disposition of property, or from insurance proceeds for projects funded by Orange Transit major operating and capital funds be used for Orange Transit projects in accordance with the Orange County Transit Annual Work Program;
- l. Shall include provisions in all applicable financing documentation to the effect that GoTriangle has entered into an Agreement prohibiting the use of Dedicated Local Funding Sources to fund debt service or other expenses that do not arise from the Orange County Transit Annual Work Program unless otherwise agreed to or approved by the Orange County Board of Commissioners or included in the Orange County Transit Annual Work Program or the Orange County Transit Multi-Year Vision Plan;
- m. Shall, in connection with the financing of capital facilities outside of Orange County, unless such financing is agreed to or approved by the Orange County Board of Commissioners through project/umbrella agreements (for projects that are debt eligible) between the County, GoTriangle and/or project sponsor (if not GoTriangle), include provisions in all applicable financing and agreement-related documentation to the effect that these funds shall not be used to pay debt service or fund operating expenses or other costs associated with such capital facilities or the operation thereof from Dedicated Local Transit Funding Sources and that GoTriangle has entered into an agreement prohibiting the use of Dedicated Local Transit Funding Sources for such purpose;
- n. Shall maintain such books, records, and systems of accounts so that the expenditures of Dedicated Local Transit Funding Sources and Orange Transit Plan Revenue are accounted for as expended on the Orange County Transit Annual Work Program as budgeted and reported in the Orange Transit major operating and capital funds;
- o. Shall provide any and all Financial Statements, accountings, reports, and information to SWG within thirty (30) days of request, and produce drafts of documents created on

behalf of the SWG for review and feedback from SWG prior to GoTriangle's issuance, approval, and release of Comprehensive Annual Financial Reports, adopted budget documents, and applications for Grant Funding approval;

- p. Shall not issue or authorize the issuance of any Preliminary Official Statement, Official Statement, or similar securities offering documents in connection with the financing of improvements by GoTriangle unless such document has previously been submitted to Orange County for review and comments regarding the nature of the security and sources of payment of the amounts due in connection with the financing;
- q. Shall provide staff to serve on the SWG;
- r. Shall enter into Operating or Capital Funding Agreements to study and plan public transit infrastructure Capital Projects and deliver Implementation Elements as identified within the Orange County Transit Annual Work Program;
- s. Shall provide required financial and status reports on Implementation Elements for which GoTriangle is responsible (i.e., serving as project sponsor) that are funded in-part or wholly by the Tax District, and reported for the Orange Transit major operating and capital funds;
- t. Shall annually review and approve required documents and perform any other actions consistent with the terms of this Agreement or powers authorized by a process to be established by SWG;
- u. Shall coordinate approval of the components of the Orange County Transit Annual Work Program identified in Section 2.011 by the GoTriangle Board of Trustees;
- v. Shall coordinate, as needed, to review and approve documents, as defined in Article II or in subsequently developed policies & procedures that support transit plan implementation, by the GoTriangle Board of Trustees;
- w. Shall coordinate approval of the Multi-Year Vision Plan by the GoTriangle Board of Trustees;
- x. Shall comply with N.C.G.S. 143-6A-4 regarding submissions or award of any bid or proposals to vendors, and contractors or subcontractors for any and all operating and project agreements;
- y. Perform other any other actions consistent with the powers and duties set forth in N.C.G.S. 160A, Article 26;
- z. Comply with N.C.G.S. 143-6A-4, the "Iran Divestment Act Certification"; and
- aa. To the extent applicable, shall comply with 23 U.S.C. 134, 49 U.S.C. Chapter 53, and N.C.G.S. Chapter 136.

Article VI

Roles of Transit Service Providing Entities and Non-Transit Service Providing Entities

- 6.01 Transit Service Providing Entities. The Parties contemplate that the Transit Service Providing Entities, meaning any municipality or agency that directly or through contract provides public transportation services in Orange County, including but not limited to Orange County, Town of Chapel Hill and GoTriangle (when functioning as a transit provider), may participate at a minimum as follows:

- a. Provide staff to serve on the SWG;
 - b. Enter into Global/Capital Funding Agreements and Global/Operating Agreements to deliver Implementation Elements as identified within the Orange County Transit Annual Work Program (which includes the approved annual budget);
 - c. Provide required financial and status reports on Implementation Elements funded in-part or wholly by the Tax District; and
 - d. Perform any other responsibility it agrees to undertake consistent with statutory authority and the terms of this Agreement.
- 6.02 Non-Transit Service Providing Entities. The Parties that the Non-Transit Service Providing Entities, meaning any entity located in Orange County that does not provide public transportation services, may participate, if and when invited through SWG membership, at a minimum as follows:
 - a. Provide staff to serve on the SWG in a non-voting role;
 - b. Enter into Global/Capital Funding Agreements and Global/Operating Agreements to deliver Implementation Elements as identified within the Orange County Transit Annual Work Program if identified as a project sponsor'
 - c. Provide required financial and status reports on Implementation Elements funded in-part or wholly by the Tax District; and
 - d. Perform any other responsibility consistent with statutory authority and the terms of this Agreement.

Article VII

Process for Recommendation, Approval, and Development of Orange County Transit Annual Work Program and Operating and Capital Project Ordinances and Agreements

- 7.01 The Annual Work Program shall consist of the component documents outlined in Section 2.011. It shall be assembled and reviewed in accordance with the Annual Work Program Development Calendar
- 7.02 The SWG shall recommend the Annual Work Program to the Orange County Board of Commissioners and the GoTriangle Board of Trustees for approval in accordance with the Annual Work Program Development Calendar. The schedule shall allow each agency adequate time to review documentation. Each of the parties will receive the plan in the order identified in 7.03 & 7.05 and identify any concerns or issues prior to the commencement of the fiscal year covered by the plan. Included in the schedule shall be a procedure for the SWG to plan for and schedule elements of public outreach and involvement. At the time when the Orange County Board of Commissioners receives the recommended Annual Work Program, GoTriangle may also provide comments during the County's official business meeting processes. The SWG may present the Annual Work Program to the DCHC MPO for review and comment at an official MPO Board meeting if time/schedule allows.
- 7.03 Upon receipt of the draft Orange County Transit Annual Work Program, the Orange County Board of Commissioners, shall review it, and can take the following actions:
 - a. Approve the Orange County Transit Annual Work Program as submitted;

- b. Deny, while providing a list of minor issues, technical corrections, or a specific listing of Significant Concerns with the Orange County Transit Annual Work Program.
- 7.04 If the Orange County Board of Commissioners denies the work program and creates a detailed listing of minor issues, technical corrections, or Significant Concerns for the recommended Orange County Transit Annual Work Program, Orange County staff shall coordinate with other SWG members to make corrections and then submit for a second review and recommendation of approval by the SWG. Upon recommendation of the SWG, the Orange County Board of Commissioners will then vote on the revised work program.
- 7.05 Upon approval action taken by the Orange County Board of Commissioners, GoTriangle will then receive for review and take one of the following actions:
 - a. Approve the Orange County Transit Annual Work Program as recommended by the SWG and approved by the Orange County Board of Commissioners;
 - b. Deny, while providing a list of minor issues, technical corrections, or a specific listing of Significant Concerns with the Orange County Transit Annual Work Program.
- 7.06 All parties in this Agreement, or their authorized representative, shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records, electronic files, agreements, minutes, and other writings and work products related to the funding of Tax District operations or projects. The cost of any audit or review conducted under the authority of this Section is the responsibility of the Party requesting the audit or review unless a material breach is detected, in which case the breaching party shall be responsible for the reasonable costs of audit or review.
- 7.07 Implementation. An Operating or Capital Project Funding Agreement shall be consistent with the requirements outlined in the supporting Comprehensive Participation Agreement. Parties to this Interlocal Agreement shall endeavor to develop global-level agreements with appropriate timeframes for each project sponsor seeking to implement operating or capital projects. These agreements must be prepared prior to distributing funds and starting the Project(s). All Operating or Capital Project Funding Agreements shall have at least two signatories from appropriate parties and shall also adhere to the following:
 - a. MPO Role with Managed Funding: If a project is covered by a global operating or capital funding agreement that involves federal or state funding that is otherwise under the distribution and program management responsibility of DCHC MPO, or regardless of funding source, constitutes a regionally significant project as defined in 23 CFR § 450.104, DCHC MPO shall be a party to the agreement.
 - b. Tax District Administrator Role: The tax district administrator shall always be a party to each agreement.
 - c. County Role: In addition to being a party to any agreement where the County serves as the project sponsor, the County shall be a party to each agreement where the tax district administrator is also the project sponsor.
 - d. Agreement where a special case exists. Parties to an operating or capital project agreement shall be brought to the tax district administrator as a recommendation for review and approval by the SWG when a special case arises outside the three categories described in 7.08.a-c
 - e. Standalone Agreement Need: When an operating or capital project of significant cost is programmed and approved, members of the SWG shall review and determine a

significant-cost threshold that requires a standalone agreement to be developed and signed by all appropriate parties.

- 7.08 Interim Work Program. In the event a resolution cannot be met to address the list of issues or technical corrections upon a vote of denial from either party highlighted in 7.03 & 7.05, an interim work program will be utilized for the upcoming fiscal year, pursuant to N.C.G.S. 159-13, until such time as a new work program is adopted by the parties identified in 7.04 and 7.05. In the case that an interim budget goes into effect, the current year operating budget will be assumed for the upcoming fiscal year. No additional capital expenses will be approved, nor any additional reimbursements paid for capital projects, until such time that a new work program is adopted by the parties identified in 7.04 and 7.05. This interim budget does not require approval of either body in 7.04 or 7.05. In the event an Interim Work Program is enacted, and specialized fiscal analysis is required to further inform achieving a new Annual Work Program, the tax district administrator shall bring such request to the SWG for review & approval.

Article VIII

Process for Recommendation, Approval, and Development of Orange County Transit Multi-year Vision Plan

- 8.01 The Multi-year Vision Plan shall include the component documents outlined in Section 2.038. The plan shall be assembled and reviewed in accordance with the Annual Work Program Development Calendar or other agreed upon schedule based on timing and need for multi-year plan adoption.
- 8.02 The SWG shall recommend the Multi-Year Vision Plan to the Orange County Board of Commissioners, DCHC MPO Board and the GoTriangle Board of Trustees for approval in accordance with the Annual Work Program Development Calendar or agreed upon schedule to meet the needs for the Multi-year plan adoption. The schedule shall allow each agency adequate time to review documentation, identify concerns and coordinate issues. Included in the schedule shall be a procedure for the SWG to plan for and schedule elements of public outreach and involvement.
- 8.03 Upon recommendation from the SWG, the Orange Transit Multi-year Vision Plan shall go before each governing board (Orange County Board of Commissioners, DCHC MPO Board and GoTriangle Board of Trustees) for review and the opportunity to take the following actions:
- a. Approve the Orange Transit Multi-year Vision Plan as recommended;
 - b. Deny, while providing a list of minor issues, technical corrections, or a specific listing of Significant Concerns with the Orange Transit Multi-year Vision Plan.
- 8.04 If any of the three governing boards denies the Multi-Year Vision Plan and creates a detailed listing of minor issues, technical corrections, or Significant Concerns for the recommended Orange Transit Multi-Year Vision Plan, SWG staff members who represent the dissenting board shall communicate the issues to other staff representatives of the other governing board(s) and coordinate with other SWG members to revise the plan and then submit for an additional review and approval by all three governing boards.

Article IX

Process for Capital, Non-Capital, Infrastructure, and Service Delivery Projects Reporting

- 9.01 The Tax District shall be reported as a Component Unit and shall include the Orange Transit major operating and capital funds separate from any and all major funds and/or other special tax districts within the Tax District, in the body of annually audited financial statements as required by GASB standards for major funds reported by blended component units. As administrator of the Tax District, GoTriangle shall present an annually audited financial statement for the separate component unit by December 15th of the subsequent fiscal year to the Orange County Board of Commissioners, DCHC MPO Board, and GoTriangle Board of Trustees.
- 9.02 At the time of the presentation of the annually audited financial statements, GoTriangle shall present an update of the Orange County Transit Annual Work Program projects including project milestones and timelines and operations of the system. This presentation shall be considered an Annual Orange Transit Report.
- 9.03 GoTriangle, as administrator of the Tax District, shall issue the following to the parties of this agreement, as well as any associated project sponsors:
 - a. Enhanced Quarter-2 Report for half-year period ending December 31st. to the SWG for the Orange Transit major operating and capital funds. This Report will be due to the SWG Administrator by March 15th. The format of this report shall be agreed upon by the Parties to this Agreement by June 30, 2023.
 - b. Quarterly Financial Condition Report. This report will be due 45 days after the end of each quarter which provides statement of financial condition of all program/plan implementation elements prepared in accordance with N.C.G.S. 159-25. Quarterly Financial Condition Report shall apply for all quarters but shall also be incorporated elements into the Enhanced Quarter-2 and Annual Reports.
- 9.04 At the time of the submittal of the Enhanced Quarter-2 reports, each agency that has a project funded in that fiscal year through the annual work program shall also submit an update of projects including project milestones and timelines and transit operations. The format of the Enhanced Quarter-2 Report and Quarterly Financial Condition Report shall be agreed upon by the Parties of this agreement by September 1, 2023.

Article X

Agreement Related Dispute Resolution

It is the desire and intent of the Parties to resolve any disputes in a collaborative manner and to avoid, if possible, the expense and delay of litigation. In the event that any Party cannot resolve an issue with another Part under this Agreement, the affected party shall engage in the following process:

- 10.01 Any Party may give written notice to another Party or Parties of any dispute not resolved in the ordinary course of business. Within ten (10) business days after delivery of the written notice by regular or electronic mail, the receiving Party(ies) shall submit a written response to the disputing Party and designate in the notice a representative who will represent that Party in the negotiation to resolve the dispute. If a third-party mediator is necessary, the Party providing initial written notice will indicate as such in the notice and seek confirmation/approval by the receiving parties in written response. It shall be the responsibility of the Party giving notice to cover any costs related to any third-party mediator once confirmed/approved by the receiving parties.
- 10.02 Within ten (10) business days of receiving the response, the appointees of the disputing and receiving Parties shall meet at a mutually acceptable time and place, and thereafter, as often as necessary to resolve the dispute.
- 10.03 All reasonable requests for information made by one Party to the other shall be honored in a timely fashion to permit constructive discussion.
- 10.04 The duty to engage in dispute resolution is a material part of this Agreement enforceable by equitable relief.
- 10.05 Upon failure to resolve a dispute through the steps outlined in this Agreement, any Party may engage in other dispute resolutions processes agreed upon by the Parties or pursue any legal or equitable remedies available.

Article XI

Non-Assignment

Delegation of Duty

- 11.01 No Party shall assign any portion of this Agreement or the rights and responsibilities hereunder to another person or entity who is not a party to this Agreement without the prior written consent of the other Parties. Notwithstanding the above, nothing herein shall restrict the rights of any party to contract with any third parties for the implementation of the Orange County Transit Annual Work Program as contemplated herein.
- 11.02 Except as expressly stated herein, this Agreement shall not change the delegation of any duty previously delegated to Party by federal law, state statute, local ordinance, or resolution, and shall not create any new duty which does not exist under federal law, state statute, local ordinance, or resolution.
- 11.03 Nothing herein shall modify, abridge, or deny any authority or discretion of Orange County with regard to calling for a special election as set forth in N.C.G.S. 163-287 or considering authorization to conduct a referendum by vote as set forth in N.C.G.S. Chapter 105, Article 43, Part 3.
- 11.04 Nothing herein shall modify, abridge, or deny any authority or discretion of any Party or municipality to independently develop, administer, or control transportation projects pursuant to enumerated authority or funding sources separate from the authority and funding sources outlined in this Agreement.

Article XII

Other Provisions

- 12.01 No Third-Party Beneficiaries. This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.
- 12.02 No Waiver of Qualified Immunity. No officer, agent or employee of any party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.
- 12.03 Ethics Provision. The Parties acknowledge and shall adhere to the requirements of N.C.G.S. 133-32, which prohibits the offer to, or acceptance by any state or local employees of any gift from anyone with a contract with the governmental entity or from a person seeking to do business with the governmental entity.
- 12.04 Governing Law, Venue. The Parties acknowledge that this Agreement shall be governed by the laws of the State of North Carolina. Venue for any disputes arising under this Agreement shall be in the courts of Orange County, North Carolina.
- 12.05 Entire Agreement. The terms and provisions herein contained constitute the entire agreement by and between the parties hereto and shall supersede all previous communications, representations, or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof.
- 12.05 Severability. If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.
- 12.06 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original.
- 12.07 Verification of Work Authorization. The extent applicable, all parties and any subcontractors hired for purposes of fulfilling any obligations under this Agreement or any Operating Agreement or Funding Agreement contemplated by this Agreement, will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation or sign affidavits or any other documents requested by either party demonstrating such compliance.

The Transit Governance Interlocal Agreement between Orange County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, and Research Triangle Regional Public Transportation Authority was approved by the Orange County Board of Commissioners by a vote of 7-0 on Feb. 21, 2023.

ATTEST:

BY: Louisa Jensen
TITLE: Clerk to the Board

ORANGE COUNTY, NORTH CAROLINA

BY: Janeyth Bedford
TITLE: Chairperson, Board of County Commissioners

The Transit Governance Interlocal Agreement between Orange County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, and Research Triangle Regional Public Transportation Authority was approved by the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Board by a vote of 8-0 on March 8, 2023.

ATTEST:

BY: Dan R. Mini
TITLE: Business Services Administrator

DURHAM-CHAPEL HILL-CARRBORO
METROPOLITAN PLANNING ORGANIZATION

BY: Janeyth Bedford
TITLE: Chairperson, Durham-Chapel Hill-Carrboro
Metropolitan Planning Organization Board

The Transit Governance Interlocal Agreement between Orange County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, and Research Triangle Regional Public Transportation Authority was approved by the Research Triangle Regional Public Transportation Authority d/b/a GoTriangle by a vote of 8-0 on Feb. 22, 2023.

ATTEST:

BY: Michelle Dawood
TITLE: Clerk to the Board /
Assistant Secretary

RESEARCH TRIANGLE REGIONAL PUBLIC
TRANSPORTATION AUTHORITY D/B/A
GOTRIANGLE

BY: [Signature]
TITLE: Chairperson, Board of Trustees

Triangle Tax District

Orange County – Transit

Financial Policies and Guidelines

Contents

Orange Operating Fund Balance and Liquidity Policy and Guidelines.....	2
Fund Balance and Liquidity Policy:.....	2
Procedures:	2
Orange Capital Fund Balance Policy and Guidelines.....	2
Procedures:	3
Orange County Transit Billing, Payment and Reimbursement Policy and Guidelines.....	4
Guidelines:	4
Debt Policy and Guidelines	6
Debt Policy:	6
Debt Guidelines:.....	6
Increased Cost of Existing Services (ICES)	9
Carryover Policy.....	11
Capital	11
Operating	11
Bus Operating Cost Per Hour Policy.....	12
Exhibit A: GoTriangle Financial Policies & Procedures (for reference).....	13

Orange Operating Fund Balance and Liquidity Policy and Guidelines

Purpose: As administrator of the Triangle Tax District, GoTriangle will maintain sound financial practices including minimum fund balance and liquidity requirements.

Fund Balance and Liquidity Policy:

It is the policy of the Triangle Tax District to maintain both minimum fund balance and cash reserve requirements. Based on the funding sources and responsible fiscal management, the Orange Operating Fund will maintain a fund balance to be used as a resource for expected and unexpected, but agreed upon, financial demands and to demonstrate strong liquidity to credit rating agencies as well as federal and state governments. This information will be used to support applications for additional funding towards Orange County Transit projects, including applications for the issuance of debt, and request federal and state grant resources.

A minimum of 90 days unrestricted cash must be maintained in the Orange Operating Fund

Cash is defined as 'on-deposit' in the bank account.

The policy should be administered under the following requirements:

All restricted, committed, assigned and unassigned fund balance, as defined in Governmental Account Standards Board (GASB) Statement 54, may be used in the calculation of the minimum fund balance requirement.

Funds may only be spent in accordance with the external guidelines and enabling legislation as defined in Article II of the Orange County Transit Governance ILA.

Idle funds as defined in N.C.G.S. 159-30 will be invested in accordance with applicable North Carolina General Statutes and GoTriangle's investment guidelines.

Procedures:

The Orange County Transit Financial Model for the Orange Operating Fund will include projections of fund balance and annual expenditures. Annual reporting will be provided by GoTriangle to the SWG, Orange County Board of Commissioners, DCHC MPO Policy Board and GoTriangle Board of Trustees, which will allow a review of budget compared to actuals for the Orange Operating Fund. Additionally, this annual review will ensure that sufficient fund balance will be available at year end to meet the adopted reserve requirement as defined above. The Orange County Transit Annual Work Program will include funds allocated, if needed, to maintain the Orange Operating Fund balance to meet financial policy guidelines. To demonstrate progress and compliance with this policy, GoTriangle will include a calculation of this liquidity measure within the statistical section of its Annual Comprehensive Financial Report ("ACFR").

Orange Capital Fund Balance Policy and Guidelines

Purpose: As administrator of the Triangle Tax District, GoTriangle will maintain sound financial practices including minimum fund balance requirements.

Capital Fund Balance Policy: It is the policy of the Triangle Tax District to maintain a minimum capital fund balance. Based on the nature of the funding sources and responsible fiscal management, the

Orange Capital Fund will maintain a fund balance to act as a resource for capital project funding shortfalls.

The target fund balance for the Orange Capital Fund will be five percent (5%) of a 10-year rolling horizon timeframe to further inform the Orange County Transit Multi-Year Vision Plan's Capital Improvement Plan (CIP).

The policy should be administered under the following requirements:

The five percent (5%) fund balance will be separate and apart from project contingency budgeted as a part of individual projects appropriated in the Orange Capital Fund.

Idle funds as defined by N.C.G.S. 159-30 will be invested in accordance with applicable North Carolina General Statutes and GoTriangle's investment guidelines.

Procedures:

Projections of the fund balance as a percentage of the Orange County Transit Annual Work Program's CIP will be maintained, demonstrating future compliance with this policy. To demonstrate progress and compliance with this policy, GoTriangle will include a calculation within the statistical section of its ACFR.

Orange County Transit Billing, Payment and Reimbursement Policy and Guidelines

Purpose: As administrator of the Triangle Tax District, GoTriangle will be responsible for the billing, payment and reimbursement of funds that support approved expenditures as part of the Orange County Transit Multi-Year Vision Plan.

Policy: It is the policy of the Orange Operating Fund and the Orange Capital Fund and participating local governments and other entities to maintain strong billing, payment and reimbursement practices.

Guidelines:

Transit expenditures by the participating local governments and other entities are to be budgeted annually and recommended by the SWG and adopted by the Orange County Board of Commissioners and GoTriangle Board of Trustees.

The adopted budget ordinances for the Orange Operating Fund, the Orange Capital Fund, and the operating/capital funding agreements with the participating partners are the controlling documents for billing, payments, and reimbursement.

Dollars appropriated in the Orange Capital Fund are appropriated pursuant to Section 13.2 of N.C.G.S. Chapter 159 and therefore do not lapse at the end of the year and are available for reimbursement requests for the duration of the respective project unless subsequently amended by Board action or project closeout.

Reimbursement payments made for expenditures in conjunction with appropriations from the Orange Operating Fund and the Orange Capital Fund will be made to the participating local governments and other participants after GoTriangle Finance Department has received a request for reimbursement using the pre-established Orange County Transit template and associated required documentation.

GoTriangle's reimbursement requests will be paid following review by the Staff Working Group Administrator. All other reimbursement requests will be reviewed by GoTriangle. Upon approval, GoTriangle will send payment to all parties.

Payments will be made in accordance with the North Carolina Local Government Budget and Fiscal Control Act.

Submissions for reimbursement may be done as often as is efficient and effective for the local participating entity; however, disbursements from GoTriangle are recommended to be completed quarterly but will be no more frequent than on a monthly basis.

Advance payments and/or establishment of a working capital fund for specific circumstances may be considered by GoTriangle.

The request for reimbursement and supporting documentation should be submitted either in writing or by electronic means as specified in the terms of the operating and capital agreements.

Reimbursement requests will include a statement signed by the requesting agency's Finance Officer or designee, stating funds were spent in accordance with the Orange County Transit's Annual Work Program and associated laws, rules and regulations, and the request for funds includes items due and payable.

Projects that involve federal funding agreements may require additional documentation and review that will be incorporated in project agreements.

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Debt Policy and Guidelines

Purpose: As administrator of the Triangle Tax District, GoTriangle may issue debt to support approved capital projects in the Orange County Transit Multi-Year Vision Plan. It is the goal of the SWG that debt issuances will strive to obtain favorable ratings available for transit financing. The debt policy outlines the requirements and criteria set forth to achieve this goal and to advance the Orange County Transit Multi-Year Vision Plan.

Debt Policy:

It is expected that debt will periodically be issued by GoTriangle in support of the Orange County Transit Multi-Year Vision Plan under the following requirements:

Any debt to be issued will be reviewed and recommended by the SWG, approved by the Orange County Board of Commissioners, and approved and authorized by the GoTriangle Special Tax Board (pursuant to N.C.G.S. 160A-167).

Per North Carolina Law, debt issuances will be approved by the Local Government Commission.

Debt service payments will be made in accordance with the North Carolina Local Government Budget and Fiscal Control Act.

Any proposed debt issuance will be evaluated using prospective revenue expenditure amounts, as modeled in the Orange County Transit Financial Model, which is mutually agreed to by the SWG. The Orange Transit Financial Model assumptions will be agreed to annually by the SWG through coordination efforts defined in the Governance ILA.

Debt Guidelines:

Debt issuances that are incorporated as part of the financial model will be modeled using the following guidelines:

It is the goal that all rated debt issued on behalf of approved capital projects in the Orange County Transit Multi-Year Vision Plan will obtain a rating no lower than A1 (Moody's) or A+ (S&P/Fitch) and preferable in a double-A category.

Actions recommended by the SWG, or adopted by the Orange County Board of Commissioners and GoTriangle Board of Trustees shall not diminish the financial health of Orange Operating and/or Orange Capital Funds.

Debt will be issued to ensure sufficient flexibility to meet future obligations outlined in the Orange County Transit Multi-Year Vision Plan and to take advantage of opportunities based on market conditions.

The gross debt service coverage ratio will not go below 2 times (2X) gross revenue to annual debt service, excluding short-term principal payments.

Gross revenue is defined as Orange County Locally Dedicated Transit Funding Sources as stated in Section 2 of the Orange County Transit Governance ILA, plus additional farebox revenue attributed to services funded by Orange County Locally Dedicated Transit Funding Sources plus any federal funds received.

The debt service coverage (i.e., the ability to pay debt service after operations) will not go below 1.25 times (1.25X) annual debt service excluding principal payments on short-term debt.

Debt service coverage is defined as Orange County Locally Dedicated Transit Funding Sources, plus additional fare box revenue attributed to services funded by Orange County Locally Dedicated Transit Funding sources plus and federal funds received, less the sum of expenses for tax district administration, and transit operations.

Upon the full funding of reserves, any cash that maintains the Orange Transit plan in accordance with above mentioned rules may be used as cash funding for capital projects to provide additional sources of funding for capital projects to minimize debt levels.

Future bonds issued will conform and adhere to

Additional bonds test contained in bond documents, and

Debt service coverage ratios of the Orange Operating Funds and Orange Capital Funds Debt Policies

A Debt Service Reserve Fund ("DSRF") will be established for debt issuances where the DSRF creates a lower cost of funds and does not exceed the minimum amount permitted under federal tax law.

Investment of bond proceeds will be in accordance with all applicable North Carolina statutes and federal tax law.

Debt will be structured in a manner consistent with the useful life of related projects, not to exceed a final maturity of 35 years. Principal amortization will be level debt service or faster, except for deferrals of principal in connection with construction period financing or short-term financing related to future receipt of federal and/or state funds.

Debt issued in support of the Orange County Transit Multi-Year Vision Plan will be authorized under N.C.G.S. 160A-20. Alternative debt instruments may be evaluated and utilized subject to recommendation by the SWG and approved by the Orange County Board of Commissioners and GoTriangle Board of Trustees.

The combined liquidity position of the Orange Capital and Operating Funds shall be a minimum of 180 days unrestricted cash to meet the needs of the Orange County Transit Multi-Year Vision Plan.

If a project sponsor seeks repayment for debt issued outside of the Orange County Transit Multi-Year Vision Plan it will be paid after all debt service and operating expenses of the plan have been paid and will subordinate to as debt issued by Tax District Administration. Debt payments reimbursed to the project sponsor will be identified as a yearly capital project and included in all Capital Improvement programs (CIP) upon initial approval.

Select SWG members of SWG subcommittee members (if/when applicable) will participate in the following:

RFP and/or selection process of:

Financial Advisor; Investment Consultant for GoTriangle (as necessary)

Underwriter(s); Bond Counsel; and any other necessary roles related to GoTriangle debt financing in support of the Orange County Transit Multi-Year Vision Plan

Providing assistance as needed for guidance associated with debt issuances to include interactions with rating agencies.

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Increased Cost of Existing Services (ICES)

UPDATE Spring 2023 – Parties and Implementation Partners will refer to legacy language from prior Transit Governance ILA to define how operators can seek funding to support increased cost of services. This language is shown below.

The Orange County Transit Multi-Year Vision Plan (Plan) provides that all funding for bus services will be appropriated based on the supporting financial plan/model to Chapel Hill Transit (CHT), GoTriangle, and Orange Public Transit (OPT). The use of these bus service funds shall be limited to the support of new bus services above and beyond the existing transit system services in place at the time of the adoption of the local option ½ cent sales tax in November of 2012. However, CHT and OPT may use a portion of the bus service funds provided in the Plan to pay for the increased cost of existing services during the duration of this Agreement in the manner described below.

The “CHT Share” shall be a percentage derived by dividing the CHT local expenditures for bus services each year by the total of local expenditures for bus services by both CHT and OPT in that year. The “OPT Share” shall be a percentage derived by dividing the OPT local expenditures for bus services each year by the total of local expenditures for bus services by both CHT and OPT in that year. The respective CHT and OPT local expenditures for bus services in any year shall be based initially upon the audited financial statements for the fiscal year ending June 30, 2011. Local bus services expenditures shall include assigned overhead without any consideration of federal or state financial assistance. The determination of the CHT Share and OPT Share will be made each year thereafter based upon the most recent audited annual local expenditures for bus service by both.

CHT may use a portion of the bus services funds provided in the Plan up to a maximum amount that equals the CHT Share percentage of the prior year total receipts from the Orange County local vehicle registration fee of \$7.00 permitted by Article 52 of NCGS 105. OPT may use a portion of the bus services funds provided in the Plan up to a maximum amount that equals the OPT Share percentage of the prior year total receipts from the Orange County local vehicle registration fee of \$7.00 permitted by Article 62 of NCGS 105.

The suggested scenario/formula below is drafted for future consideration by parties and implementation partners upon the next deliberation of the Multi-Year Transit Vision Plan.

Purpose: Transit operators in Orange County are able to use one Locally Dedicated Transit Funding Source (the County Vehicle Registration Tax, pursuant to N.C.G.S. 105-570, which is levied at \$7.00 per year) to supplement projected increased costs of existing, or baseline, services that were in operation prior to the passage of the County’s ½ cent sales tax dedicated to public transportation investment.

ICES Policy: An equitable formula is to be used in determining annual allocations of available funds from the projects County Vehicle Registration Tax for each fiscal year to all operators providing services within Orange County (Chapel Hill Transit, Orange Public Transit & GoTriangle).

Variables include:

- Total Revenue Service Hours for Fixed Route Bus Services, per provider, at the end of FY2013
- Total Expenditures for Fixed Route Bus Services, per provider, at the end of FY2013
- Average annual historical cost escalation rate, per provider, from FY2013 to current fiscal year

- Mutually agreed upon cost escalation rate for upcoming fiscal year

Step one: Calculate ratio of Fixed Route Bus Revenue Service Hours operated by each agency in Orange County at the end of FY2013.

NOTE: GoTriangle will need to account for estimated number of hours of revenue service and associated costs operated ONLY within Orange County at end of FY2013.

Step two: Apply the ratio of each operator's revenue service hours to the upcoming fiscal year's County Vehicle Registration Tax projected amount. These three individual ratios will be applied in Step five.

Step three: calculate the estimated increased cost of services from FY2013 by escalating Total Expenditures for Fixed Route Bus Services, per provider, at the end of FY2013 (see NOTE for GoTriangle above) using the average annual historical cost escalation rate, per provider, from FY2013 to current fiscal year.

Step four: Through agency coordination, a mutually agreed upon escalation rate will be used to calculate the upcoming fiscal year's projected costs for the continuation of baseline services from FY2013.

Step five: Apply the ratios realized in Step two to each operator's projected costs calculated in Step four. This will indicate level of funding needed to support those FY2013 baseline services and associated increased cost of those services in the upcoming fiscal year.

IF the sum of ICES calculated for the upcoming fiscal year for each agency in step five is greater than the available amount of funding projected to be available from the County Vehicle Registration Tax funding source, then each agency and its governing jurisdiction are responsible for funding for the balance from other local funding sources not already dedicated to supporting local public transportation investments.

If the sum of ICES calculated for the upcoming fiscal year for each agency in step five is less than the available amount of funding projected to be available from the County Vehicle Registration Tax funding source, then the SWG will advise the Tax District and associated governing bodies on appropriate allocation into reserves.

Carryover Policy

Capital

- Orange County Tax District will work towards development and maintaining a capital reserve fund
- Capital project allocations as defined by the transit plan will be reserved and can be drawn on throughout the life of the project as per annual work plan programming
- Capital reserve fund dollars appropriated within the annual programming are available for reimbursement requests for the duration of each project unless subsequently amended by Board action or until project closeout.
 - Upon project closeout, any leftover funds (surplus) will be released and made available for future capital projects upon recommendation from the Orange County Staff Working Group.

Operating

- Dollars appropriated in the operating fund will lapse at the end of the year as of June 30
- Any unutilized operating funds will be returned to the operating fund balance for future programming

Bus Operating Cost Per Hour Policy

Transit agencies will be reimbursed for the following cost categories:

- Operations
- Fuel
- Maintenance
- Supervision of operators, safety, and maintenance staff

No overhead may be charged to the Tax District as part of bus service operations including service planning, financial management, management of contracts with operators or interlocal agreements, capital purchases, leasing of facilities, non-operations facility maintenance, etc. Those costs may be requested and paid for through other Transit Plan projects subject to approval of the Transit Plan and Annual Work Program.

The approval of the annual work program will include an estimated cost per hour for each agency. This cost per hour should be consistent with the transit agency's overall cost per hour paid through other funding sources. As such, the Transit Plan and local funding growth rates should be consistent when controlling for any new or expanded services. If any agency requests an increase that exceeds 2.5% compared to the previous year's Work Plan, transit agencies will be encouraged to submit a second quarter amendment that will include documentation to the Staff Working Group to verify their budgets meet this policy and be included as part of the recommendation of the amendment request. If the increase is recommended by the Staff Working Group, the revised cost per hour will be the starting point plus 2.5% increase for the following years cost per hour.

Reimbursements will be made based on the estimated cost per hour for quarters 1, 2, and 3. Quarter 4 will include a reconciliation based on the actual annual cost per hour. Transit agencies are expected to complete the Durham Transit Reimbursement year-end reconciliation template that is included in the reimbursement template. The cost per hour that is listed in the reconciliation template should be consistent with other funding source cost per hours across the transit agency's network.

GoTriangle will use a consistent cost per hour across all three County Transit Plans (i.e., Durham, Orange & Wake Counties).

Exhibit A: GoTriangle Financial Policies & Procedures (for reference)

[INSERT GOTRIANGLE FINANCIAL POLICIES & PROCEDURES DOCUMENT AS EXHIBIT A]

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GoTriangle Investment Guidelines

Exhibit A

3.0 FINANCIAL

3.10 INVESTMENT POLICY & PROCEDURE

3.10.1 Investment Policy

- A. TTA shall remain 100% invested at all times with the exception of moneys held for petty cash or moneys held in a compensating balance account. (100% invested refers to actual investments as well as the use of interest bearing checking accounts).
- B. G.S. 159-30(c) authorizes TTA to invest in obligations of the United States of America or obligations fully guaranteed both as to principal and interest by the United States of America; obligations of the State of North Carolina; bonds and notes of any North Carolina local government or public authority; obligations of certain non-guaranteed federal agencies; certain high quality issues of commercial paper and banker's acceptances; and the North Carolina Capital Management Trust, a money market fund.
- C. Eligible deposits and investments are limited to those restricted by the federal government (refer to the North Carolina Department of the State Treasurer Policies Manual, Cash Management tab, beginning with page 16). The guidelines state that proper diversification of the investment portfolio must be achieved in order to minimize risks brought on by economic and market changes.
- D. Collateralization for deposits shall be in accordance with Title 20, Chapter 7 of the North Carolina Administrative Code (NCAC). All deposits for TTA shall be fully protected through deposit insurance and eligible collateral securities pursuant to 20 NCAC 7. The Financial Reporting Manager shall notify the TTA depository when an account is opened that the moneys deposited are public funds subject to collateralization and shall file a "Public Deposit Status Report" with each depository and the State Treasurer promptly after June 30. The Financial Reporting Manager shall maintain a file of the list of financial institutions using the Pooling Method from the Department of the State Treasurer. There shall be a signed escrow agreement with a third party escrow agent for each Dedicated Method depository that holds uninsured deposits, unless the escrow agent is the Federal Home Loan Bank or the Federal Reserve

3.0 FINANCIAL

Bank. The Financial Reporting Manager shall request and receive timely confirmations of collateral pledged by Dedicated Method institutions. A file of all pledges of collateral and a record of pledged securities per Dedicated Method depository shall be maintained by the Financial Reporting Manager. There shall be no releases or substitutions of collateral securities resulting in a decrease in the market value of securities pledged by Dedicated Method depositories without prior approval by the Chief Financial Officer. The Financial Reporting Manager shall request and receive a statement of collateral pledged from each Dedicated Method institution at least quarterly including the total par and market value of the securities.

- E. The Chief Financial Officer shall be responsible for obtaining custody and providing safekeeping of securities and deposit certificates according to G.S. 159-30(d). All securities purchased by TTA shall be delivered (or book entered) to the Authority's custodian and placed in its custody account in the name of TTA. All such custodial agreements shall be between TTA and the custodian in the name of TTA. Certificates of deposit purchased by TTA shall be delivered to the Financial Reporting Manager.
- F. The Financial Reporting Manager shall ensure proper diversification of the investment portfolio in order to minimize risks brought on by economic and market changes.
- G. Diversification by Financial Institution:
 - 1. No more than 50% of TTA's moneys shall be invested in any obligation that does not bear the full faith and credit of the United States of America.
 - 2. No more than 50% of TTA's total moneys shall be placed with a single financial institution.
 - 3. No more than 25% of the overall portfolio shall be invested in the securities of a single issuer, except for the U.S. Treasury or U.S. backed instruments (i.e. GNMA's)
 - 4. No more than 10% of the portfolio shall be invested in a regular savings account.
 - 5. No more than 10% of the portfolio shall be invested in overnight securities or in highly marketable, short-term securities which can be quickly sold to meet liquidity needs.

3.0 FINANCIAL

H. Diversification by Classes of Securities:

Type of Security	Maximum percentage
U.S. Treasury Certificates, Bonds, Notes, and Bills.	100% of Portfolio
Obligations of U.S. Government-sponsored entities (Instrumentality)	75% of Portfolio
Collateralized Governmental Mortgage Obligations of Government sponsored enterprises (i.e. Freddie Mac or Fannie Mae)	10% of Portfolio
Collateralized Governmental Mortgage Obligations of Ginnie Mae	40% of Portfolio
North Carolina State and Local Bonds	50% of Portfolio
Certificates of Deposit	100% of Portfolio
Commercial papers, Bankers Acceptance	25% of Portfolio
NCCMT Certified Mutual Funds	100% of Portfolio
Repurchase Agreement	As required for overnight cash flow, or 25%
Ginnie Mae Pools	50% of Portfolio

I. Maturities Schedule:

1. Short Term Portfolio: No less than \$500,000 of the total investment portfolio shall mature within seven days. No less than 25% of the portfolio shall mature in 90 days.
2. Intermediate Term Portfolio: the average maturity of the portfolio shall not exceed five years.
3. Long Term Portfolio: The average maturities of this portfolio shall not exceed twenty years. Any exceptions must be approved by the Chief Financial Officer. Reasons for exceptions may include anticipated higher market yields.

Note: The North Carolina Capital Management Trust (NCCMT) maintains this level of diversification for issuers and industries; therefore, a unit of government's investment with the NCCMT would not be subject to these limits.

- J. The Financial Reporting Manager shall constantly monitor the investment portfolio and make adjustments as necessary.

3.0 FINANCIAL

- K. The Financial Reporting Manager shall review daily the cash position of TTA and decide what moneys can be deposited or invested for certain periods of time. If any deposits or investments are to be made, the Financial Reporting Manager will make this determination and then institute a bidding process for TTA's moneys as follows:
1. For eligible investment vehicles, the Financial Reporting Manager shall solicit offers from an approved list of financial institutions and broker/dealers. The Financial Reporting Manager shall review the various offers and determine the appropriate investment vehicle, considering such factors as the safety of the investment, the rate, and the maturity. All interest rates shall be quoted on a discount basis. For securities purchased by TTA, the Financial Reporting Manager shall instruct the seller that securities are to be delivered to TTA's escrow agent, who will disburse moneys. The Financial Reporting Manager will be responsible for notifying the financial institution that placed the highest bid.
 2. Wire transfers, both incoming and outgoing, shall be handled by an individual other than the person receiving the telephone quotes (usually the Chief Financial Officer). Wires will be processed by the institution's deadline with written confirmation forwarded the next business day. These confirmations will be documented by the Financial Reporting Manager and delivered to the Chief Financial Officer for review.
 3. An individual shall be assigned by the Chief Financial Officer to monitor the safekeeping of securities, both owned by TTA and pledged for TTA's deposit. Once securities are escrowed, this individual shall receive timely written confirmations from the safekeeping agent acknowledging delivery of the specified securities. These confirmations shall be recorded and forwarded to the Chief Financial Officer for review.

3.10.2 Investment Procedure

- A. The Chief Financial Officer determines moneys available for investment, usually in the form of excess cash either in the checking account or in the North Carolina Capital Management Trust, or proceeds from the maturity of a security. The Financial Reporting Manager calls approved financial institutions and gets quotes on desired securities. Quotes with pertinent information such as CUSIP number, coupon rate, maturity value, etc. are faxed to the Financial Reporting Manager. The Financial

3.0 FINANCIAL

Reporting Manager submits these quotes to the Chief Financial Officer for review.

- B. The Chief Financial Officer evaluates the purchase options and yields, and checks to see if they are in accordance with the desired portfolio mix as specified in the policy above. Securities are typically purchased by TTA in blocks of \$500,000 and \$1,000,000.
- C. When a decision has been made on the purchase, the Financial Reporting Manager calls the financial institution to purchase the instrument at the quoted price. A total cost of the purchase is obtained which, if relevant, will include accrued interest paid to the previous holder. Also at this time, arrangements are made for the settlement date of the purchase. The financial institution executes the electronic purchase and delivers the certificates to TTA's custodial bank where they are held in trust.
- D. If funds are not readily available in the money market account with the custodial trust for settlement then the Financial Reporting Manager must wire funds from another TTA account (i.e. the checking account or the general investment account held with the North Carolina Capital Management Trust). Funds must be wired from the North Carolina Capital Management Trust by 12:00 noon and from the financial institution by 4:00 p.m. This transaction is documented on a wire transfer form [see Exhibit 3-C], which is also used as the source to record the journal entry to the general ledger.
- E. The Financial Reporting Manager notifies, by telephone, the custodian's trust department that a security has been purchased and gives them the total cost, settlement date, date that funds will arrive (if applicable), and identifies the sender of the funds. The contact at the trust department calls their operation center to advise of the incoming wire.
- F. The Financial Reporting Manager prepares a letter to the trust operations department for notification of the purchase. The letter is first faxed and later mailed. One copy is sent to the contact at the trust department and one copy is retained for file purposes and for support documentation for the wire transfer.
- G. A confirmation is sent to the Financial Reporting Manager by the financial institution from which the security was purchased and is retained in TTA's file. The custodian's month-end statement will reflect the purchase transaction.

3.0 FINANCIAL

- H. An investment schedule is maintained by the Financial Reporting Manager, which depicts the cash and investment portfolio, along with expected income and other pertinent information (i.e. maturity date, CUSIP numbers, etc.) This schedule is used to record the interest accruals to the general ledger and to reconcile to the general ledger.
- I. A semi-annual report, entitled Report of Cash & Investments [see Exhibit 3-D], is filed in January and July to report the investment portfolio and market values to the NC Local Government Commission for compliance purposes. The Financial Reporting Manager is responsible for completing and filing this form. The form is reviewed and signed by the Chief Financial Officer.

Orange County Transit Work Program Amendment Policy

Following the adoption of the Orange County Transit Annual Work Program, project sponsors and Orange County Transit lead agency staff may need to make changes to the scope or budget for approved Orange County Transit Annual Work Program implementation elements; to add or remove implementation elements from an applicable Work Program; or to make changes to other components of Orange County Transit Annual Work Programs, such as the controlling components of project funding agreements that tie to Orange County Transit Annual Work Program implementation elements (i.e., agreement periods of performance or reporting requirements), financial model assumptions that support the applicable Work Program, or scopes of work or funding amounts for future programmed implementation elements. Project sponsors may also need or desire for the operating funds allocated in an annual Work Program to be encumbered and carried over to a subsequent Work Program budget. The policies and procedures for making these changes are outlined below.

Amendment Requests: Requests should be submitted to the SWG Administrator using an Orange County Transit Annual Work Program Amendment Request Form in accordance with the published annual amendment schedule.

Amendment Types:

1. The following Work Program amendment scenarios shall be classified as **Minor Amendments**:
 - a. An amendment that requires a transfer between budget ordinance appropriations but requires less than a 20% change to a project appropriation for projects equal to or less than \$250,000;
 - b. Changes to any adopted financial assumptions supporting the applicable Work Program that does not have a significant impact on the overall revenue or expenditure forecast, which is defined to be no more than a one percent (1%) over the life of the plan;
 - c. Changes in reporting requirements for performance on implementation elements authorized in the applicable Work Program;
 - d. Changes in funding amounts less than \$250,000 for implementation elements programmed in future fiscal years;
 - e. Any other change that does not meet any of the criteria of a Minor Amendment is a Major Amendment.

2. The following Work Program amendment scenarios shall be classified as **Major Amendments**:
 - a. A project requested to be added to the Work Program.
 - b. A project requested to be removed from the Work Program.
 - c. Changes to any adopted financial assumptions supporting the applicable Work Program that does have a significant impact on the overall revenue or expenditure forecast, which is defined to be

- over one percent (1%) over the life of the plan;
 - d. Changes in scope for implementation elements programmed in current and future fiscal years;
 - e. Any amendment that requires a transfer of funds between capital or operating funding categories.
 - f. Any change that requires a change in budgeted reserves or fund balance.
3. Scenario where no amendment is required:
- a. Transfers within the same budget ordinance (i.e., within a capital or operating funding category) appropriation and insignificant scope changes are permitted without amendment. Changes of this type will include the project sponsor submitting the Orange Transit Work Program Budget Ordinance Transfer Form and shall be disclosed as part of the Annual (year-end) reporting process.

Any changes to project funding allocations, and all requested Work Program amendments, shall comply with the adopted Triangle Tax District - Orange County Transit Financial Policies and Procedures.

Multiple Amendments to Single Project:

If more than one amendment is requested for a single project in the adopted Operating Budget over the course of a fiscal year, its classification as a Minor versus Major amendment will be based on the cumulative change caused by all applicable amendments over the course of that fiscal year.

If more than one amendment is requested for a single project in the adopted Capital Budget over the life of the project, regardless of fiscal year, its classification as a Minor versus Major amendment will be based on the cumulative change caused by all applicable amendments over the life of the project.

Removal of Work Program Projects:

If a project sponsor determines that a project or implementation element included in the operating or capital budgets of an annual Work Program will not commence in the subject fiscal year or will not continue from a previous fiscal year, as budgeted, the project sponsor shall request that the project be removed from the annual Work Program.

If the project will commence in the subject fiscal year or continue from a previous fiscal year, as budgeted, but will not make use of Triangle Tax District – Orange Operating Fund or Orange Capital Fund revenues, the project sponsor is encouraged to notify Tax District staff of the change but is not required to request removal of the project from the annual Work Program unless it is determined by Tax District staff that the originally budgeted funding for the project is necessary to fund another Work Program amendment.

If a project sponsor determines that a project or implementation element included in the operating or capital budgets of an annual Work Program will not make use of the full amount of funds originally budgeted, the project sponsor is encouraged to submit an amendment request reducing the originally budgeted amount to a more realistic amount.

Annual Work Program Amendment Schedule:

The Staff Working Group (SWG) Administrator, with input from the Orange SWG and additional GoTriangle staff, will develop an annual Work Program Amendment Schedule that sets amendment request submission deadlines and public review periods for the upcoming fiscal year. There are three amendment cycles detailed on the schedule: 2nd, 3rd and 4th quarter of the fiscal year.

The schedule will generally be consistent with DCHC MPO's Transportation Improvement Program (TIP) amendment schedule in the event that Orange County Transit project amendments require TIP action. The SWG may take exception outside the typical amendment cycle, through coordination with the MPO, where there is a need to maintain eligibility for federal or state funding.

Appendix: Roles and Responsibilities

Role of the SWG Administrator and Orange County Transit Lead Agencies

Per the Transit Governance ILA (2023), two of the three ILA parties have responsibilities as it relates to Work Program Amendment facilitation. They are Orange County, and GoTriangle. They execute the work required to ensure that Orange County Transit processes and SWG assigned tasks are completed in accordance with applicable laws, regulations, policies, and other guidance. Both agencies play a role in processing Work Program amendment requests and updating the Orange County Transit Annual Work Program Amendment Policy.

The SWG Administrator will:

- Develop the annual Work Program Amendment Schedule.
- Update the Work Program amendment request form as needed.
- Manage the Orange County Transit Annual Work Program Amendment Policy update process
- Collect and review amendment request forms for completeness and/or technical issues
- Work closely with project sponsors to address questions and resolve technical issues pertaining to amendment requests.
- Compile an initial amendment list that includes known information for each submitted request and will update the list as new or additional information becomes available.
 - The list shall clearly be grouped by amendment requests pertaining to operating projects/implementation elements versus those pertaining to capital projects/implementation elements and shall indicate whether the requests are Minor or Major.
- Prepare and present Work Program amendment request information, including GoTriangle financial slides, for review and consideration of the SWG, the Orange County Board of Commissioners, and GoTriangle Board of Trustees at appropriate decision-making points. Orange County and GoTriangle staff representing their individual boards will independently determine appropriate staff resources to provide recommendation(s) at any respective Board meetings.
- Open a public-review period for quarterly amendment requests.
 - A review period of no less than 21 days for Major amendments.
- Work with County and GoTriangle engagement staff to develop public notice content and materials and then post on the GoForward/SWG website, share with SWG partners and otherwise support the engagement effort.
- Include an engagement summary report with the recommended amendment list for Orange County and GoTriangle governing board consideration.
- Forward all approved amendments and a list of actions that need to be taken to GoTriangle's Tax District for processing.
- Track authorized amendments and by September each year, update the Orange County Transit Annual Work Program database (if/when applicable), publish updated annual Work Program documents on the GoForward/SWG websites.

GoTriangle staff will:

- Review submitted amendment requests to assess financial impacts of proposed changes.
- Model financial scenario options, when needed, and present them to the SWG for review and discussion.
- Work with SWG Administrator/County staff to finalize financial dispositions for review and consideration.

- Produce slides detailing the financial impacts of requested amendments, submit them to the SWG Administrator to be incorporated into a master presentation file, and present the information for review and consideration of the SWG.
- Work with the SWG Administrator, County and GoTriangle to develop public notice content and materials and then post on the GoForward, County and GoTriangle web pages, share with Orange County Transit stakeholders and the community.
- Collect online analytics and performance data, public comments or questions, and other relevant information from the engagement period and provide it to the SWG Administrator for inclusion in the engagement summary report.
- Work with the SWG Administrator to make any needed adjustments to the financial components of the amendment list and slides prior to presentation to the governing boards.
- Process all approved Work Program amendment requests which may include changes to budget ordinance(s), changes to project agreements or other administrative actions.
- Ensure that links to the annual Orange County Transit Annual Work Program documents on the GoForward, County and GoTriangle websites are working and directed at the updated Work Program document(s) in September each year.

SWG Review and Recommendation:

SWG Administrator will consult with the SWG Chair regarding inclusion of Work Program amendment request items on SWG meeting agendas. Time allocated for each SWG presentation is set by the Chair and published on each agenda. SWG Administrator will provide the amendment request item description to be published on the agenda, will submit a master presentation file for discussion during the meeting, and will provide the most current amendment list, associated amendment request forms for SWG review and discussion.

The SWG can choose to re-categorize an amendment from Minor to Major, can recommend an adjustment, attach contingencies, or otherwise recommend a modification to an amendment request, and will make a recommendation to the Orange County Board of Commissioners and GoTriangle Board of Trustees for approval or disapproval of Work Program amendment requests.

SWG Administrator shall document the recommendation of the SWG including specific details and concerns that led to a recommended modification or disapproval of an amendment request.

Governing Board Review and Adoption:

The Orange County Board of Commissioners and the GoTriangle Board of Trustees shall review the amendment list, disposition(s) and SWG recommendation and consider authorizing the Orange County Transit Annual Work Program amendment requests. No amendments are authorized prior to board actions approving them. SWG Administrator will coordinate with Orange County and GoTriangle staff to ensure timely placement of Work Program amendment recommendations on agency agendas. Orange County and GoTriangle staff representing their individual boards will independently determine appropriate staff resources to provide recommendation(s) at any respective Board meetings.

Adjustments to Roles and Responsibilities

Changes to the roles and responsibilities described within this appendix are classified as an administrative modification that can be implemented without requiring an amendment to the Orange County Transit Annual Work Program Amendment Policy, but must be agreed upon by the impacted agency, or other body which may require a process to formalize.

BYLAWS AND OPERATING PROCEDURES

ORANGE STAFF WORKING GROUP

ARTICLE I – NAME

The name of this organization shall be the Orange Staff Working Group, hereinafter referred to as the “Orange SWG”.

ARTICLE II – PURPOSE

Article III of the Transit Governance Interlocal Agreement (Governance ILA) for the implementation of the Orange County Transit Multi-Year Vision Plan established the Orange SWG for the following purposes:

- To coordinate the ongoing planning and implementation aspects of the Orange County Transit Multi-Year Vision Plan as defined in the “Transit Governance Interlocal Agreement Between Research Triangle Public Transportation Authority, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, and Orange County,” hereinafter referred to as the “ILA,” fully executed by the three parties on XX, 2023.
- To serve in a structured advisory role to the Orange County Board of Commissioners, the Research Triangle Public Transportation Authority (GoTriangle) Board of Trustees and the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC-MPO) Board in their decision-making responsibilities outlined in the ILA related to the implementation and ongoing maintenance of and updates to the Orange County Transit Multi-Year Vision Plan (Multi-Year Vision Plan).
- To review the Multi-Year Vision Plan at least every four years and recommend changes to the managers and governing boards of Orange County, GoTriangle, and the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO).
- To prepare and make recommendations to the Orange County Board of Commissioners and GoTriangle’s Board of Trustees for the Annual Transit Work Program.
- To prepare and communicate mid-year and annual progress reports on implementation of the Orange County Transit Multi-Year Vision Plan.
- To evaluate whether a material change, as further defined in supporting Financial Policies & Procedures, to the Plan is necessitated, and if so, to recommend a course of action to the managers of Orange County, GoTriangle, and the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO).

ARTICLE III - RESPONSIBILITIES

As specified in the ILA, the responsibilities of the SWG shall include:

- Identification of one or more party(ies) to the ILA to serve as lead agency(ies) for each of its responsibilities enumerated in Section 3.03 of the ILA
- Developing or delegating to one or more agencies the development of the detailed elements of a multi-year service implementation plan, as defined in the ILA
- Developing or delegating to one or more agencies the development of templates containing minimum standards for project status and financial reports for the Orange County Transit Major Funds
- Receiving, reviewing and providing feedback on Q1, Enhanced Q2 Report, Q3 and annual financial plan and project status reports relating to the Orange County Transit Work Program
- Designating or delegating to one or more agencies the designation of agencies responsible for each respective implementation element, as defined in the ILA
- Developing or delegating to one or more agencies the development of a strategy or incorporating or accounting for public outreach, involvement and communication the Orange County Transit Work Program.
- Developing or delegating to one or more agencies the development of an articulated strategy for each implementation element, as defined in the ILA, or agreement, which shall include scope, geography, purpose and goals, processes for allowing amendments, and processes for addressing Significant Concerns, as defined in the ILA
- Developing an ongoing schedule for completion of work products for which it is responsible for producing.

ARTICLE IV – MEMBERS

Section 1 – Number and Qualifications:

As specified in the Governance ILA dated XX, 2023, a technical committee called the Staff Working Group (SWG) is to be formed to facilitate implementation of the Orange County Transit Multi-Year Vision Plan. . It is within the authority of the SWG's initial membership to expand the committee's permanent voting and non-voting membership to include additional members deemed necessary to fully execute the responsibilities of the SWG outlined in the ILA. Expansion of permanent voting membership shall be considered an amendment subject to the provisions of Article VI of these Bylaws. Each member agency's representative(s) shall be appointed by action of the designated authority of each member. The Orange SWG shall include as voting members:

Primary ILA Signatories:

- | | |
|------------------------------------|---------------------|
| A. Orange County | (2 representatives) |
| B. Durham-Chapel Hill-Carrboro MPO | (2 representatives) |
| C. GoTriangle | (2 representatives) |

Additional Parties to SWG:

- | | |
|-------------------------|---------------------|
| D. Town of Chapel Hill | (2 representatives) |
| E. Town of Carrboro | (1 representative) |
| F. Town of Hillsborough | (1 representative) |
| G. City of Mebane | (1 representative) |

TOTAL**11 representatives**

Representatives and alternates shall be designated by the chief executive officer, or her/his designee, of each member agency. Designations shall be made in writing and submitted to the staff person appointed to provide administrative support to the Orange SWG (hereinafter, "SWG Administrator"). The SWG Administrator may not be appointed to the SWG as a representative of the member-agency for which they work.

In addition to voting members, the following agencies shall have one (1) non-voting representative participate in meetings:

- a. Triangle J Council of Governments
- b. University of North Carolina, Chapel Hill

Non-voting members of the SWG shall be authorized to attend regular and special meetings of the SWG and may participate in discussions and deliberations on items coming before the SWG for its consideration. An expansion of non-voting membership shall be considered an amendment to these Bylaws subject to Article VI and may be executed by a simple majority vote of SWG members. The SWG Administrator shall maintain an updated list of all designated representatives from both voting and non-voting members at all times.

Section 2 – Terms of Representation

There shall be no limitation on the length of time a voting member may serve on the SWG subject to the authorization to do so by the respective agency's designated authority.

Section 3 – Alternates

Each member agency's designated authority may appoint an alternate to its primary representative(s) provided each alternate also meets the same qualifications of membership. The alternate member may serve as a full voting member during any meeting at which that agency's representative (s) is/are not in attendance. Alternates must also be appointed by action of the designated authority of each member in the same manner as regular voting members. Proxy and absentee voting are not permitted. The agency responsible for administering the SWG shall maintain an updated list of all designated alternate representatives from both voting and non-voting

members at all times.

ARTICLE V – OFFICERS

Section 1 – Officers Defined:

The Orange SWG shall, upon majority vote of its present and eligible voting members, appoint one voting member to act as Chair and one voting member to act as Vice-Chair. Chair and Vice Chair cannot be from the same jurisdiction for any consecutive term.

Section 2 – Elections:

The Chair and Vice Chair shall be elected annually at the first regularly scheduled meeting of the fiscal year. The newly elected Chair and Vice-Chair shall take office immediately upon being elected.

Section 3 – Terms of Office:

The term of office shall be one year. The Chair is limited to two consecutive terms. Each officer shall hold office until his/her successor has been duly elected or until his/her earlier death, resignation, disqualification, incapacity to serve, or removal from the SWG by his/her chief executive officer.

Section 4 – Duties of Officers:

The Chair shall call and preside over meetings and appoint subcommittees. For meetings held jointly between the Orange and Durham Staff Working Groups, the responsibility for calling and presiding over the meetings shall alternate between the two groups each year. The Chair shall coordinate with the SWG Administrator in the development of meeting logistics, meeting agendas, and summary meeting notes of the SWG's proceedings. The SWG Administrator shall maintain a current copy of these Operating Procedures as an addendum to the Interlocal Implementation Agreement, to be distributed to the public upon request.

In absence of the Chair, the Vice-Chair shall preside and complete all other duties of the Chair.

ARTICLE VI – MEETINGS

Section 1 – Clerk of the Committee

The SWG Administrator shall serve as the clerk of the SWG and an impartial member of the SWG. They shall provide or otherwise delegate routine administrative services for the SWG, as needed, and will be responsible for taking summary minutes of the SWG's proceedings and also documenting all associated actions at each meeting. The SWG Administrator shall maintain a current copy of these Bylaws, to be distributed to the Orange County Board of Commissioners, DCHC MPO Board, and the GoTriangle Board of Trustees as required by the ILA and to the public, upon request. When a vote is called by any voting member of the SWG, the SWG

Administrator shall facilitate that vote as the impartial person administering the group. This allows the Chair and/or Vice Chair to cast votes in their appropriate role.

Section 2 – Regular Meetings:

At the first regular meeting of each fiscal year (July 1 – June 30), in addition to electing a Chair and Vice Chair, the SWG shall adopt a regular meeting schedule. Meetings may be held jointly with the Durham County Staff Working Group. Meeting notices and agendas are to be distributed in sufficient time for them to have been received by each Orange SWG member no later than three business days prior to the meeting. Regular meetings may be canceled by the Chair should there be insufficient business on the Orange SWG's tentative agenda. SWG meetings shall adhere to North Carolina Public Meetings Laws (as referenced in N.C.G.S. 143-318.9:18)

Section 3 – Special Meetings:

Special meetings may be called by the Chair or at the request of the majority of the eligible voting members. At least seven (7) days' notice shall be given.

Section 4 – Quorums:

A quorum shall be when 7 of 11 SWG voting members appointed by the Parties to these Bylaws are present for a SWG meeting.

Section 5 – Attendance:

Each member shall be expected to attend each regular meeting and each special meeting provided at least seven (7) days' notice is provided. Attendance and voting through virtual access or phone call is allowable. A voting member may have an alternate to serve in her/his absence provided that: (1) the SWG Administrator is notified prior to the meeting who the voting member is; and (2) the alternate has been previously approved by the chief executive officer of the agency represented. This notification shall authorize the alternate to act as a present and eligible voting member in the member's absence. Meetings are open to attendance by the public.

Section 6 – Agenda:

The agenda is a list of considerations for discussion at a meeting. Items on the agenda originate as a carryover from previous Orange SWG meetings or are placed on the agenda prior to its distribution by any voting or non-voting member of the Orange SWG. Additional items may be placed on the regular agenda following discussion of the last item on the regular agenda, if a majority concurrence of present and eligible voting members is received. Items may be placed on the agenda by citizens with majority concurrence of the eligible voting members.

Section 7 – Voting Procedures:

The Orange SWG will strive to reach consensus on recommendations. However, the Chair or any member may call for a vote on any issue, provided the motion to vote is seconded and the issue is within the purposes set forth in Article II and on the agenda as outlined in Section 6 of this article. During joint meetings of the Orange and Durham Staff Working Groups, votes shall be held separately by each county SWG. Each voting member of the Orange SWG shall have one vote. Voting members who are participating virtually or by phone are permitted to vote. A majority vote of the members (or their authorized alternates) present and eligible to vote shall be sufficient for approval of matters coming before the Orange SWG. The Chair is permitted to vote, however, non-

voting members and unauthorized alternates are not permitted to vote. In the absence of any direction from these Operating Procedures, Robert's Rules of Order shall govern voting procedures.

ARTICLE VI – AMENDMENTS TO OPERATING PROCEDURES

Amendments to these Operating Procedures of the Orange SWG shall require the affirmative vote of all Orange SWG's eligible voting members, provided that written notice of the proposed amendment has been received by each member at least seven (7) days prior to the meeting at which the amendment is to be considered and provided that such amendment does not conflict with the letter or fundamental intent of the Transit Governance Interlocal Agreement governing this document. In the event of any conflict, the Transit Governance Interlocal Agreement shall carry precedence over these Operating Procedures.

Approved by the Orange Staff Working Group on _____

Approved by the Orange County Board of Commissioners on _____

Approved by the GoTriangle Board of Trustees on _____

Approved by the DCHC MPO Policy Board on _____



Connecting all points of the Triangle

MEMORANDUM

TO: GoTriangle Board of Trustees Operations & Finance Committee
FROM: Finance & Administrative Services
DATE: April 20, 2021
SUBJECT: FY2023 Transit Plan Actual Carryover Reauthorization

Strategic Objective or Initiative Supported

Action Requested

Staff requests that the Operations & Finance Committee recommend board approval of the FY2023 carryover reauthorization and adopt the budget ordinance amendments.

Background and Purpose

This memo addresses the customary FY2023 Durham, Orange and Wake County Tax District Work Plan estimated carryforward amounts to true-up of FY2022 funds that have been included in the adopted FY2023 Budget.

During the fourth (4th) quarter, the Tax District Administration requests partners to estimate spending amounts for the current fiscal year. Upon receipt of the information the estimates are included as part of the adopted Transit Work Plan. Upon completion of the Annual Comprehensive Financial Report (ACFR), the Tax District Administration adjusts the estimated carryover amount to match actual amount remaining.

Summary of Reauthorization Details

Orange's FY2022 Estimated Carryover	\$6,445,794
Orange's FY2022 Actual Carryover	<u>\$4,270,477</u>
Adjustment	-\$2,175,317
 Durham's FY2022 Estimated Carryover	 \$30,151,260
Durham's FY2022 Actual Carryover	<u>\$28,104,077</u>
Adjustment	-\$2,047,184
 Wake's FY2022 Estimated Carryover	 \$195,130,580
Wake's FY2022 Actual Carryover	<u>\$188,013,253</u>
Adjustment	-\$7,117,327

Financial Impact

Zero financial impact since these were funds already adopted in previous work plans.

Attachments

- Ordinance 2023 0002 Reauthorization Triangle Tax District – Orange Capital Fund
- Ordinance 2023 0003 Reauthorization Triangle Tax District – Durham Capital Fund
- Ordinance 2023 0004 Reauthorization Triangle Tax District – Wake Operating Fund
- Ordinance 2023 0005 Reauthorization Triangle Tax District – Wake Capital Fund

Staff Contacts

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- Jennifer Hayden, JHayden@gotriangle.org, (919) 485-7418
- Sandra Freeman, sfreeman@gotriangle.org, (919) 485-7415



2023 0002

**GoTRIANGLE FY2023 BUDGET ORDINANCE REAUTHORIZATION
TRIANGLE TAX DISTRICT – ORANGE CAPITAL FUND**

BE IT ORDAINED by the Research Triangle Regional Public Transportation Authority Board of Trustees:

Section 1. It is estimated that the following revenues will be available in the **Triangle Tax District – Orange Capital Fund** for the fiscal year beginning July 1, 2022, and ending June 30, 2023:

	Reauthorized
Allocation from Orange Capital Fund Balance	\$ 4,270,477
Total	\$ 4,270,477

Section 2. The following amounts represent previously adopted **Triangle Tax District – Orange Capital Funds** and are hereby re-appropriated for use in the fiscal year beginning July 1, 2022, and ending June 30, 2023:

	Reauthorized
Transit Infrastructure	\$ 0
Town of Carrboro	1,345,452
Chapel Hill/CHT	586,704
GoTriangle	342,521
Town of Hillsborough	50,000
Orange County/OPT	833,353
Vehicle Acquisition	0
GoTriangle	358,013
Capital Planning	0
GoTriangle	575,822
	178,612
Total	\$ 4,270,477

Section 3. The FY23 Orange Transit Work Program reflects ongoing projects that remain vital to providing service to current transit customers and new projects that address immediate needs during a transition year to a new Transit Plan with updated priorities. The current project budgets identified are those that are deemed time-sensitive ongoing efforts or involve time-sensitive external grant sources as part of their overall funding mechanism. DCHC MPO, GoTriangle and Orange County will consider amendments to the FY23 Orange Transit Work Program as priorities are identified in the new Transit Plan.

Section 4. Triangle Tax District – Orange Capital Funds are appropriated pursuant to section 13.2 of Chapter 159 of the North Carolina General Statutes; therefore, appropriations do not lapse at the end of the fiscal year and are available for the duration of the project unless subsequently approved for reallocation by the GoTriangle Board of Trustees.

Section 5. Copies of this Budget Ordinance shall be furnished to the Clerk to the Board of Trustees and to the Budget Officer of this Authority to be kept on file for their direction in the disbursement of funds.

ADOPTED THIS THE 24TH DAY OF MAY 2023.

Sig Hutchinson, Board of Trustees Chair

ATTEST:

Michelle C. Dawson, Clerk to the Board

2023 0003

**GoTRIANGLE FY2023 BUDGET ORDINANCE REAUTHORIZATION
TRIANGLE TAX DISTRICT – DURHAM CAPITAL FUND**

BE IT ORDAINED by the Research Triangle Regional Public Transportation Authority Board of Trustees:

Section 1. It is estimated that the following revenues will be available in the **Triangle Tax District – Durham Capital Fund** for the fiscal year beginning July 1, 2022, and ending June 30, 2023:

	Reauthorized
Allocation from Durham Capital Fund Balance	\$ 428,104,077
Total	\$ 428,104,077

Section 2. The following amounts represent previously adopted **Triangle Tax District – Durham Capital Funds** and are hereby re-appropriated for use in the fiscal year beginning July 1, 2022, and ending June 30, 2023:

	Reauthorized
Transit Infrastructure	\$ 0
GoTriangle	8,077,278
Durham/GoDurham	9,949,421
Vehicle Acquisition	0
GoTriangle	639,420
Durham/GoDurham	6,103,255
Capital Planning	0
GoTriangle	2,303,525
DCHC MPO	289,426
Durham County/Access	33,423
Commuter Rail Transit	0
GoTriangle	708,329
Total	\$ 28,104,077

Section 3. The FY23 Durham Transit Work Program reflects ongoing projects that remain vital to providing service to current transit customers and new projects that address immediate needs during a transition year to a new Transit Plan with updated priorities. The current project budgets identified are those that are deemed time-sensitive ongoing efforts or involve time-sensitive external grant sources as part of their overall funding mechanism. DCHC MPO, GoTriangle and Durham County will consider amendments to the FY23 Durham Transit Work Program as priorities are identified in the new Transit Plan.

Section 4. Triangle Tax District – Durham Capital Funds are appropriated pursuant to section 13.2 of Chapter 159 of the North Carolina General Statutes; therefore, appropriations do not lapse at the end of the fiscal year and are available for the duration of the project unless subsequently approved for reallocation by the GoTriangle Board of Trustees.

Section 5. Copies of this Budget Ordinance shall be furnished to the Clerk to the Board of Trustees and to the Budget Officer of this Authority to be kept on file for their direction in the disbursement of funds.

ADOPTED THIS THE 24TH DAY OF MAY 2023.

Sig Hutchinson, Board of Trustees Chair

ATTEST:

Michelle C. Dawson, Clerk to the Board

2023 0004

**GoTRIANGLE FY2023 BUDGET ORDINANCE REAUTHORIZATION
TRIANGLE TAX DISTRICT – WAKE OPERATING FUND**

BE IT ORDAINED by the Research Triangle Regional Public Transportation Authority Board of Trustees:

Section 1. It is estimated that the following revenues will be available in the **Triangle Tax District – Wake Capital Fund** for the fiscal year beginning July 1, 2022, and ending June 30, 2023:

	Reauthorized
Allocation from Wake Operating Fund Balance	\$ 296,846
Total	\$ 296,846

Section 2. The following amounts represent previously adopted **Triangle Tax District – Wake Capital Funds** and are hereby re-appropriated for use in the fiscal year beginning July 1, 2022, and ending June 30, 2023:

	Reauthorized
Tax District Administration GoTriangle	\$ 100,000
Transit Plan Administration	0
GoTriangle	115,000
Town of Cary	81,846
Total	\$ 296,846

Section 3. The GoTriangle President/CEO, or his or her designee, is hereby authorized to transfer funds within appropriations under the following conditions:

- A) No transfer may be made that changes the adopted allocations to fund balance.
- B) All budget transfers will be reported to the Transit Planning Advisory Committee.
- C) All increases to an appropriation, and all transfers between appropriations, must be reviewed by the Transit Planning Advisory Committee and approved by the CAMPO and GoTriangle governing boards.

Section 4: Triangle Tax District – Wake Operating Funds encumbered as of June 30, 2022, by GoTriangle as the Tax District Administrator are hereby appropriated to this budget.

Section 5. Copies of the Budget Ordinance shall be furnished to the Clerk to the Board of Trustees, to the Finance Officer, and to the Budget Officer of this Authority to be kept on file for their direction in the disbursement of funds. Copies also shall be furnished to representatives of the Agencies under Section 2. The Budget Ordinance shall be entered into the Board minutes.

ADOPTED THIS THE 24TH DAY OF MAY 2023.

Sig Hutchinson, Board of Trustees Chair

ATTEST:

Michelle C. Dawson, Clerk to the Board

2023 0005

**GoTRIANGLE FY2023 BUDGET ORDINANCE REAUTHORIZATION
TRIANGLE TAX DISTRICT – WAKE CAPITAL FUND**

BE IT ORDAINED by the Research Triangle Regional Public Transportation Authority Board of Trustees, that pursuant to section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby adopted:

Section 1. It is estimated that the following revenues will be available in the **Triangle Tax District – Wake Capital Fund** for the fiscal year beginning July 1, 2022, and ending June 30, 2023:

Allocation from Wake Operating Fund Balance	Reauthorized \$ 187,716,407
Total	\$ 187,716,407

Section 2. The following amounts represent previously adopted **Triangle Tax District – Wake Capital Funds** and are hereby re-appropriated for use in the fiscal year beginning July 1, 2022, and ending June 30, 2023:

	Reauthorized
Capital Planning	
GoTriangle	\$ 1,122,471
CAMPO	176,110
Community Funding Area	0
Town of Apex	197,487
Town of Knightdale	23,553
Town of Morrisville	153,754
Bus Infrastructure	0
GoTriangle	17,646,169
City of Raleigh	15,794,991
Town of Cary	55,573,827
Research Triangle Foundation	242,739
Reserve	2,040,000
Commuter Rail Transit	0
GoTriangle	2,040,446
Reserve	24,610,371
Bus Acquisition	0
City of Raleigh	1,577,479
GoTriangle	2,503,046
Bus Rapid Transit	0
City of Raleigh	64,013,964
Total	\$ 187,716,407

Section 3. The GoTriangle President/CEO, or his or her designee, is hereby authorized to transfer funds within appropriations under the following conditions:

- A) No transfer may be made that changes the adopted allocations to fund balance.
- B) All budget transfers will be reported to the Transit Planning Advisory Committee.
- C) All increases to an appropriation, and all transfers between appropriations, must be reviewed by the Transit Planning Advisory Committee and approved by the CAMPO and GoTriangle governing boards.

Section 4: Triangle Tax District – Wake Capital Funds are appropriated pursuant to section 13.2 of Chapter 159 of the General Statutes of North Carolina; therefore, appropriations do not lapse at the end of the fiscal year and are available for duration of the project unless subsequently recommended for reallocation by the Transit Planning Advisory Committee and approved by the CAMPO and GoTriangle governing boards, or as specified in Section 5.

Section 5: GoTriangle Finance Department has authority to close projects and/or programs and reduce appropriations upon notification of project completion by the project sponsor. When actual revenues are available in projects to be closed or which are substantially complete, GoTriangle Finance may transfer savings to Triangle Tax District Wake Capital fund balance. These funds will be then available for future appropriations which require recommendation by the Transit Planning Advisory Committee and approval by the CAMPO and GoTriangle governing boards. This section applies to current and prior year appropriations. A list of project closeouts shall be provided quarterly to the Transit Planning Advisory Committee.

Section 6. If received, Small Starts Funding from the FTA in support of the New Bern Avenue project will be awarded directly to the City of Raleigh. Expenditures funded by these federal funds will be budgeted by the City of Raleigh in their respective Transit Grant Fund. Dollars budgeted above are the local funds budgeted by the tax district and allocated to the City of Raleigh in support of this project.

Section 7. Copies of the Budget Ordinance shall be furnished to the Clerk, to the Board of Trustees, to the Finance Officer, and to the Budget Officer of this Authority to be kept on file for their direction in the disbursement of funds. Copies also shall be furnished to representatives of the Agencies under Section 2. The Budget Ordinance shall be entered into the Board minutes.

ADOPTED THIS THE 24TH DAY OF MAY 2023.

Sig Hutchinson, Board of Trustees Chair

ATTEST:

Michelle C. Dawson, Clerk to the Board



Connecting all points of the Triangle

MEMORANDUM

TO: GoTriangle Board of Trustees Operations & Finance Committee
FROM: Finance & Administrative Services
DATE: April 20, 2023
SUBJECT: Durham Transit FY2023 Q4 Work Plan/Budget Amendment

Strategic Objective or Initiative Supported

Implement the Durham Transit Plan. This item supports initiative 1.2, "Pursue service improvement and expansion opportunities."

Action Requested

Staff requests that the committee recommend board approval of the FY2023 Q4 Durham Transit Work Plan amendments and budget ordinance amendment.

Background and Purpose

Four (4) amendments

1. City of Durham/GoDurham: Repower of six (6) Gillig Diesel Buses – The City of Durham purchased 12-40' Gillig Diesel buses in 2017 – six of these buses were paid for by the Durham County Transit Plan. These buses have a useful life of 12-years and/or 500,000 miles (as defined by the Federal Transit Administration) but stay in GoDurham service for up to 15 years. In order to have these buses reach this useful life, the engines, transmissions, and related components are repowered (replaced) at 5- and 10- year intervals. The City is requesting \$843,180 to repower the six (6) buses.
2. GoTriangle/Tax District Administration: Increased Cost of Existing Service (I.C.E.S) - Per the terms of the Durham County Implementation Agreement, GoDurham's I.C.E.S budget line item needs to be decreased from \$868,542 to \$839,304
3. GoTriangle: Patterson Place Bus Stop Improvement - An increase to this project budget of \$166,459 is requested to address construction cost escalation, property acquisition, and property owner coordination. The total amended FY23 Budget request is \$463,426. This project will improve two bus stops in Patterson Place that serve GoTriangle, GoDurham, and starting in FY26, Chapel Hill Transit.
4. GoTriangle and City of Durham/GoDurham: Durham Microtransit Project and North Durham Improvements - GoTriangle manages the Durham Microtransit Pilot Project for

the City of Durham. The North Durham zone was implemented in November 2023, and ridership and associated expenses in the North Durham zone recently increased more than anticipated. GoTriangle and City staff recommend transferring the budget in the FY23 Workplan for the North Durham Improvement project to the Durham Microtransit project as the North Durham Improvements will not be implemented in FY23 due to operator shortage. This amendment will have zero impact in the FY23 Durham Transit Work Plan.

At the time of the GoTriangle Operations and Finance Committee receiving this item, the Durham Staff Working Group voted unanimously to recommend approval of these items at their April 19 meeting. Staff anticipates that they will be considered for approval by the Durham BOCC at their May 8 meeting.

Financial Impact

The proposed amendments, if recommended by this committee and approved by the Board of Trustees, will increase the FY2023 Durham Transit Work Plan by \$980,401.

Attachments

- Detailed Project Amendment Request

Staff Contacts

- Steven Schlossberg, sschlossberg@gotriangle.org, (919) 485-7590
- Jennifer Hayden, JHayden@gotriangle.org, (919) 485-7418
- Sandra Freeman, sfreeman@gotriangle.org, (919) 485-7415



2023 0006

**GO TRIANGLE FY2023 BUDGET ORDINANCE AMENDMENT
TRIANGLE TAX DISTRICT – DURHAM CAPITAL FUND**

BE IT ORDAINED by the Research Triangle Regional Public Transportation Authority Board of Trustees:

Section 1. It is estimated that the following revenues will be available in the **Triangle Tax District – Durham Capital Fund** for the fiscal year beginning July 1, 2022, and ending June 30, 2023:

	Original	Revised
Article 43 ½ Cent Local Option Sales Tax	\$ 27,273,289	\$ 27,184,980
Total	\$ 27,273,289	\$ 27,184,980

Section 2. The following amounts represent previously adopted **Triangle Tax District – Durham Capital Funds** and are hereby re-appropriated for use in the fiscal year beginning July 1, 2022, and ending June 30, 2023:

	Original	Revised
Transit Infrastructure	\$ 0	\$ 0
GoTriangle	7,150,000	7,316,459
Durham County / ACCESS	150,000	150,000
City of Durham/GoDurham	2,436,600	2,436,600
Commuter Rail Transit	0	0
GoTriangle	0	600,000
Vehicle Purchase	0	0
GoTriangle	356,767	356,767
City of Durham/GoDurham		1,001,219
Allocation to Durham Capital Fund Balance	<u>17,179,922</u>	<u>15,323,935</u>
Total	\$ 27,273,289	\$ 27,184,980

Section 3. The FY23 Durham Transit Work Program reflects ongoing projects that remain vital to providing service to current transit customers and new projects that address immediate needs during a transition year to a new Transit Plan with updated priorities. The current project budgets identified are those that are deemed time-sensitive ongoing efforts or involve time-sensitive external grant sources as part of their overall funding mechanism. DCHC MPO, GoTriangle and Durham County will consider amendments to the FY23 Durham Transit Work Program as priorities are identified in the new Transit Plan.

Section 4. Triangle Tax District – Durham Capital Funds are appropriated pursuant to section 13.2 of Chapter 159 of the North Carolina General Statutes; therefore, appropriations do not lapse at the end of the fiscal year and are available for the duration of the project unless subsequently approved for reallocation by the GoTriangle Board of Trustees.

Section 5. Copies of this Budget Ordinance shall be furnished to the Clerk to the Board of Trustees and to the Budget Officer of this Authority to be kept on file for their direction in the disbursement of funds.

ADOPTED THIS THE 24TH DAY OF MAY 2023.

Sig Hutchinson, Board of Trustees Chair

ATTEST:

Michelle C. Dawson, Clerk to the Board

FY23 Budget Change Impact - Durham Transit Plan

<u>Project ID</u>	<u>Account Code</u>	<u>ERP Code</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>Reserve/Cash Impact</u>	<u>Fund Affected</u>	<u>Comments</u>
FY23 Approved Budget			\$ 69,334,289	\$ 52,154,367	\$ 17,179,922		
Amended FY23 Budget (Sept 2022)			\$ 69,334,289	\$ 52,754,367	\$ 16,579,922		
Amended FY23 Budget (Nov 2022)			\$ 69,334,289	\$ 52,871,914	\$ 16,462,375		
Amended FY23 Budget (Feb 2023)			\$ 69,334,289	\$ 53,029,953	\$ 16,304,336		
Durham / GoDurham	18DCITS9	41-25-00-8513		(29,238.00)	29,238.00	41	Administrative adjustment of ICES to match the terms of the ILA between transit providers and the performance of \$7 Vehicle Registration Tax* The FY23 budget will decrease from \$868,542 to \$839,304.
Durham / GoDurham	23DCITS03	41-25-00-8513		(1,208,282.40)	1,208,282.40	41	Decrease North Durham Improvements - Project will not be implemented in FY23 due to operator shortage. Funds will be allocated to Durham Microtransit Project
GoTriangle	22GOTTS10	41-17-15-6711		1,208,282.40	(1,208,282.40)	41	Increase Durham Microtransit Pilot - Funds allocated from the North Durham Improvement project to cover the increased costs due to better then anticipated rideship and expenses in FY23.
Durham / GoDurham	20DCIVP1	41-31-00-7942		843,180.00	(843,180.00)	41	Increase 40' Gillig Diesel buses - Funds allocated to extend the useful life of six (6) buses. Repowering will include engines, transmissions, and related components.
GoTriangle	18GOTCD4	41-31-00-6523		166,459.00	(166,459.00)	41	Increase Patterson Place Improvements - Funds allocated to address construction cost escalation, aquisition costs, and additional scope to address property owner coordination.
Amended FY23 Budget (May 2023)			\$ 69,334,289	\$ 54,010,354	\$ 15,323,935		
Changes from Amendments				\$ 980,401	\$ (980,401)		

* Durham County Implementation agreement terms: The maximum allocation of Increased Cost of existing Service (ICES) should equal 50% of the prior year Durham County local vehicle registration tax of \$7.00 permitted by Article 52 of NCGS 105

*Connecting all points of the Triangle*

March 17, 2023

To: Durham - SWG
From: GoTriangle
Subject: Durham County FY23 Workplan Amendment

1. Background

GoTriangle manages the Durham Microtransit Pilot Project (22GOTTS10) for the City of Durham. The FY23 Durham Workplan includes a budget of \$164,250 for the project which provides Lyft services in two zones in Durham. The East Durham zone was implemented early in FY23, and experienced fairly low ridership and minimum costs. The North Durham zone was implemented in November, 2023. Ridership and associated expenses in the North Durham zone recently increased dramatically. If the usage of the service continues as it has in the past several weeks, the remaining balance will be exhausted with this current month's invoice. GoTriangle and City staff recommend transferring the \$1,208,282 budget in the FY23 Workplan project 23DCITS3 – North Durham Improvements – to the Durham Microtransit project (22GOTS10) as the North Durham Improvements will not be implemented in FY23 due to operator shortage. The GoTriangle planning staff will conduct an evaluation of the Microtransit project and make recommendations regarding zone boundaries, program rules and budget for FY24. Currently, the FY24 budget for the Microtransit project is \$679,355. The budget for the North Durham Improvements will remain unchanged for FY24 at this time.

Summary of Project Requests

Project ID: 22GOTTS10 – Durham Microtransit Project - Increase original budget of \$164,250 by \$1,208,282 for total FY23 budget of \$1,372,532.

Project ID: 23DCITS3 – North Durham Improvements - Decrease original budget of \$1,208,282 by \$1,208,282 for total FY23 budget of \$0.

Durham County FY23 Workplan budget impact = \$0





Connecting all points of the Triangle

March 17, 2023 (edited April 19, 2023)

To: Durham - SWG

From: GoTriangle

Subject: Durham County FY23 Workplan Amendment

1. Background

GoTriangle manages the Durham Microtransit Pilot Project (22GOTTS10) for the City of Durham. The FY23 Durham Workplan includes a budget of \$164,250 for the project which provides Lyft services in two zones in Durham. The East Durham zone was implemented early in FY23, and experienced fairly low ridership and minimum costs. The North Durham zone was implemented in November, 2023. Ridership and associated expenses in the North Durham zone recently increased dramatically. If the usage of the service continues as it has in the past several weeks, the remaining balance will be exhausted with this current month's invoice. GoTriangle and City staff recommend transferring the \$1,208,282 budget in the FY23 Workplan project 23DCITS3 – North Durham Improvements – to the Durham Microtransit project (22GOTS10) as the North Durham Improvements will not be implemented in FY23 due to operator shortage. The GoTriangle planning staff will conduct an evaluation of the Microtransit project and make recommendations regarding zone boundaries, program rules and budget for FY24. Currently, the FY24 budget for the Microtransit project is \$679,355. The budget for the North Durham Improvements will remain unchanged for FY24 at this time.

Summary of Project Requests

Project ID: 22GOTTS10 – Durham Microtransit Project - Increase original budget of \$164,250 by \$1,208,282 for total FY23 budget of \$1,372,532.

Project ID: 23DCITS3 – North Durham Improvements - Decrease original budget of \$1,208,282 by \$1,208,282 for total FY23 budget of \$0.

Per SWG Request during the April 19, 2023 meeting: The March 2023 invoice for the Durham Microtransit Project actualized in the amount of \$136,065. Due to the larger than anticipated expense the pilot project has exceeded the adopted budget of \$164,250. With the approval of this amendment, we believe that the project will have sufficient funds to provide the desired service to all of the customers during the remaining three months of FY23. As we are not able to estimate the financial impact for the remainder of the year we do expect a considerable balance to remain in the Durham Microtransit Project at the end of the fiscal year. The remaining balance will revert to fund balance.

Durham County FY23 Workplan budget impact = \$0



REQUEST #	FY 2023	FY START DATE
22GOTTS10	Durham Transit Work Plan	Jul 2022
	Request Form	Total Project Cost
	Operating and/or Capital	\$ 1,372,532

Project Name	Requesting Agency	Project Contact	Durham Transit Estimated Operating Cost	
GoDurham Connect Pilot	GoTriangle	Philip Johnson	Base Year*	\$ 1,372,532
			FY 2024	\$ 335,484
			Cumulative	\$ 1,708,016
Estimated Start Date	Estimated Completion	Notes	Durham Transit Estimated Capital Cost	
Jul-22	Jun-23		Base Year*	\$ -
			Cumulative	\$ -
Project Description/Scope	Enter below a summary of the project that may later be used as the project description in the FY 2023 Work Plan.			
GoTriangle and the City of Durham will continue to implement microtransit service aimed to provide first-mile/last-mile connections to GoDurham fixed-route service, as well as strengthened community connectivity. The pilot will continue to operate throughout the duration of FY23. The pilot will be operated using Uber/Lyft promo codes and will convert to a turnkey solution post-pilot. The City of Durham will have the option of converting the pilot into a permanent and continuous service at any point during the pilot. Both the East Durham and North Durham zones will have begun operations by the start of FY23. Having microtransit in either of these areas improves accessibility for students, minorities, and riders with disabilities that live in areas that lack fixed-route service. Q4 FY23 Amendment: Ridership in the North Durham zone in particular has been more robust than expected. This amendment transfers funds from the North Durham Improvement Project 23DCITS3 which will not be implemented in FY23 to fully fund the microtransit project. An evaluation of the project is underway. Results will inform budget request for FY24.				
Project Justification / Business Case	Provide responses to <u>EACH</u> of the questions below. Answer the questions as fully as possible. Enter Not Applicable (N/A) as appropriate.			

1. Is this a New Project, Scope Change or Financial Change?

New ☐ Scope ☐ Financial ☒

See Instructions for definitions

1a. If Scope Change or Financial Change - Indicate previous project ID

20DCI_TS11

2. Is this project Operating, Capital or Both?

Operating ☒ Capital ☐ Both ☐

3. Is this a one-time request?

Yes ☐ No ☒

4. What is the timeframe for the request? Are you requesting a full year of funds in FY23 or a partial year to be annualized in future fiscal years?

We are requesting full year of funds for FY23

5. Where is this project located, who will this project serve and how will it improve service or overall implementation of the Durham Transit Plan?

This project will occur in Durham County in both the identified North Durham and East Durham microtransit zones. This pilot would provide additional access that meets the needs of the community and goes beyond the access provided by the existing fixed-route and ride-hail service. The zones serve parts of the county outside of the city limits, providing additional service to Durham County.

6. Is this project programmed in the adopted Transit Plan FYs 2023-2030 Multi-Year Operating Program or CIP?

Yes ☒ No ☒

8. What is the expected outcome(s) if this request is funded? What is the alternative if the request is not funded?

The funding will ensure continuation of the microtransit pilot. The goal is to aid and enhance existing GoDurham fixed-route service. Mobility for residents living within the zones would be greatly improved. If the request is not funded, accessibility in East and North Durham would remain limited.

10. For bus operating projects, please provide:

a) Target Start Date	7/1/2022
b) Assets Used (Vehicles, etc.)	
c) Geographic Termini	

d) Major Destinations Served		The Village, Durham Ridge Assisted Living, Southern High School, Northern High School, Riverside High School, Oxford Commons, Bragtown					
e) Annualized Revenue Hours		4,641					
f) Span of Service		Weekday		Saturday		Sunday	
		7am - 8pm		7am - 8pm		8am - 7pm	
g) Frequency	TIME PERIOD	Weekday		Saturday		Sunday	
	AM Peak	N/A	N/A	N/A	N/A	N/A	
	Midday	N/A	N/A	N/A	N/A	N/A	
	PM Peak	N/A	N/A	N/A	N/A	N/A	
	Evening	N/A		N/A		N/A	

11. If this is a bus operating project, which organization will operate the service?

12. If applicable, describe proposed responsibilities and duties for new staffing requests. Provide each major intended function, and the percentage of time devoted to each function.

13. List any other relevant information not addressed.

14. Please enter estimated revenues below. If there are other revenues besides Durham County Tax Revenue to support this request, please enter the anticipated revenue amounts next to the appropriate funding source for each fiscal year shown below.

Revenue							
Tax Revenue	FY23	FY24	FY25	FY26	FY27	FY28	FY29
Durham County Transit Tax Revenue	1,372,532	335,484	-	-	-	-	-
Other Revenue							
Federal	-	-	-	-	-	-	-
State	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Subtotal Other	-	-	-	-	-	-	-
TOTAL REVENUE	1,372,532	335,484	-	-	-	-	-

16. Please enter estimated appropriations to support expenses. Enter FY 2023 and the estimated annualized cost in FY 2024 using the 2.5% growth factor, if applicable. The spreadsheet will calculate 2025 and beyond by 2.5%. If your project is not expected to have recurring costs in FY 2024 and/or beyond, delete the calculation(s) in columns E-H.

Cost Break Down of Project Request							
OPERATING COSTS (If Applicable)	FY23	FY24	FY25	FY26	FY27	FY28	FY29
Growth Factors		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Salary & Fringes			-	-	-	-	-
Contracts			-	-	-	-	-
Bus Operations:							
Estimated Hours			-	-	-	-	-
Cost per Hour			-	-	-	-	-
Estimated Operating Cost	1,372,532	309,984	-	-	-	-	-
Bus Leases			-	-	-	-	-
Park & Ride Lease			-	-	-	-	-
Other			-	-	-	-	-
Other			-	-	-	-	-
Subtotal: Bus Operations	1,372,532	309,984	-	-	-	-	-
Software (Annual Maintenance)							
Marketing							
Other (Describe)				-	-	-	-
TOTAL OPERATING COSTS	1,372,532	335,484		-	-	-	-

17. Please enter Operating category that best represents the project above (This will be reviewed during Work Plan development)

Bus Operations ☐ Transit Plan Administration ☐ Tax District Administration ☐

18. Please enter estimated appropriations to support contractual commitments and other expenses related to proposed capital projects.

CAPITAL COSTS	FY23	FY24	FY25	FY26	FY27	FY28	FY29
Design							
Construction							
Equipment							
Land - Right of Way							
Other							
TOTAL CAPITAL COSTS	-	-	-	-	-	-	-

20. Please enter Capital category that best represents the project above (This will be reviewed during workplan development)

Transit Infrastructure ☐ Vehicle Acquisition ☐ BRT ☐ CRT ☐ Other ☐

Assumptions for Costs and Revenues Above:

21. Please state any assumption(s) used to calculate the capital and operating dollars and revenues shown above.

Although this is a pilot, future funds for FY24 are requested assuming the pilot's success. Funds from FY22 will not be completely spent, however, the FY23 request is made to ensure full funding of FY23 operations.

REQUEST #	FY 2023	FY START DATE
	Durham Transit Work Plan	Jan 2023
	Request Form	Total Project Cost
	Operating and/or Capital	\$ -

Project Name	Requesting Agency	Project Contact	Durham Transit Estimated Operating Cost	
North Durham Improvements	GoDurham	Philip Johnson	Base Year*	\$ -
			FY 2024	\$ 3,362,135
			Cumulative	\$ 21,568,015
Estimated Start Date	Estimated Completion	Notes	Durham Transit Estimated Capital Cost	
Jan-23	N/A		Base Year*	\$ -
			Cumulative	\$ -
Project Description/Scope	Enter below a summary of the project that may later be used as the project description in the FY 2023 Work Plan.			
<p>The improvements proposed for North Durham as part of this project include:</p> <ul style="list-style-type: none"> - Crosstown service from Duke Regional Hospital to Duke/VA Medical Center - Service coverage expansion to Danube/Hebron - Frequency improvements of night and Sunday service on Route 9A/9B <p>These service improvements are consistent with projects in the Durham Transit Plan. The final service design for the service improvements will be considered in the Durham Bus Plan and GoDurham Bus Plan. This FY23 Q4 amendment will transfer the full FY23 budget from this project to the Durham Microtransit Pilot (22GOTT10) to increase the microtransit budget to meet high demand on that service.</p>				
Project Justification / Business Case	Provide responses to <u>EACH</u> of the questions below. Answer the questions as fully as possible. Enter Not Applicable (N/A) as appropriate.			

1. Is this a New Project, Scope Change or Financial Change?

See Instructions for definitions

New ☒ Scope ☐ Financial ☐

1a. If Scope Change or Financial Change - Indicate previous project ID

2. Is this project Operating, Capital or Both?

Operating ☒ Capital ☐ Both ☐

3. Is this a one-time request?

Yes ☐ No ☒

4. What is the timeframe for the request? Are you requesting a full year of funds in FY23 or a partial year to be annualized in future fiscal years?

Half year, to be annualized in future years

5. Where is this project located, who will this project serve and how will it improve service or overall implementation of the Durham Transit Plan?

The project is located in North Durham, improving connectivity to Durham Station and Duke Hospital

6. Is this project programmed in the adopted Transit Plan FYs 2023-2030 Multi-Year Operating Program or CIP?

Yes ☒ No ☐

8. What is the expected outcome(s) if this request is funded? What is the alternative if the request is not funded?

If the project is funded, frequency of service will improve in North Durham and more parts of Durham will be served. If not, areas that are currently not reached by transit will remain disconnected from the network and those that are will have the current level of service at night and Sunday.

10. For bus operating projects, please provide:

a) Target Start Date	2-Jan-23		
b) Assets Used (Vehicles, etc.)	40' bus		
c) Geographic Termini	Northern High School - Hebron Rd - Duke Regional - Durham Station		
d) Major Destinations Served	Duke Hospital - Duke Regional - Durham Station		
e) Annualized Revenue Hours	11822		
f) Span of Service	Weekday	Saturday	Sunday
	6:00 am - 12:00 am	6:00 am - 12:00 am	7:00 am - 9:00 pm

g) Frequency	TIME PERIOD	Weekday	Saturday	Sunday
	AM Peak	30 min	30 min	30 min
	Midday	30 min	30 min	30 min
	PM Peak	30 min	30 min	30 min
	Evening	30 min	30 min	30 min

11. If this is a bus operating project, which organization will operate the service?

GoDurham

12. If applicable, describe proposed responsibilities and duties for new staffing requests. Provide each major intended function, and the percentage of time devoted to each function.

N/A

13. List any other relevant information not addressed.

N/A

14. Please enter estimated revenues below. If there are other revenues besides Durham County Tax Revenue to support this request, please enter the anticipated revenue amounts next to the appropriate funding source for each fiscal year shown below.

Revenue							
Tax Revenue	FY23	FY24	FY25	FY26	FY27	FY28	FY29
Durham County Transit Tax Revenue	-	3,362,135	3,452,024	3,546,600	3,641,176	3,735,752	3,830,328
Other Revenue							
Federal	-	-	-	-	-	-	-
State	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Subtotal Other	-	-	-	-	-	-	-
TOTAL REVENUE	-	3,362,135	3,452,024	3,546,600	3,641,176	3,735,752	3,830,328

16. Please enter estimated appropriations to support expenses. Enter FY 2023 and the estimated annualized cost in FY 2024 using the 2.5% growth factor, if applicable. The spreadsheet will calculate 2025 and beyond by 2.5%. If your project is not expected to have recurring costs in FY 2024 and/or beyond, delete the calculation(s) in columns E-H.

Cost Break Down of Project Request							
OPERATING COSTS (If Applicable)	FY23	FY24	FY25	FY26	FY27	FY28	FY29
Growth Factors		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Salary & Fringes			-	-	-	-	-
Contracts			-	-	-	-	-
Bus Operations:							
Estimated Hours	-	23,644	23,644	23,644	23,644	23,644	23,644
Cost per Hour	138.73	142.20	146.00	150.00	154.00	158.00	162.00
Estimated Operating Cost	-	3,362,135	3,452,024	3,546,600	3,641,176	3,735,752	3,830,328
Bus Leases			-	-	-	-	-
Park & Ride Lease			-	-	-	-	-
Other			-	-	-	-	-
Other			-	-	-	-	-
Subtotal: Bus Operations	-	3,362,135	3,452,024	3,546,600	3,641,176	3,735,752	3,830,328
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
TOTAL OPERATING COSTS	-	3,362,135	3,452,024	3,546,600	3,641,176	3,735,752	3,830,328

17. Please enter Operating category that best represents the project above (This will be reviewed during Work Plan development)

Bus Operations ☒ Transit Plan Administration ☐ Tax District Administration ☐

18. Please enter estimated appropriations to support contractual commitments and other expenses related to proposed capital projects.

CAPITAL COSTS	FY23	FY24	FY25	FY26	FY27	FY28	FY29
---------------	------	------	------	------	------	------	------

Design							
Construction							
Equipment							
Land - Right of Way							
Other							
TOTAL CAPITAL COSTS	-	-	-	-	-	-	-

20. Please enter Capital category that best represents the project above (This will be reviewed during workplan development)

Transit Infrastructure ☐ Vehicle Acquisition ☐ BRT ☐ CRT ☐ Other ☐

Assumptions for Costs and Revenues Above:

21. Please state any assumption(s) used to calculate the capital and operating dollars and revenues shown above.

	Buses	Daily Hours	Sunday	Days	Sunday	FY23 HOURS	FY24 HOURS
Route 9A/B 30 min	2	5	14	153	29	2342	4684
Crosstown	2	18	14	153	29	6320	12640
Route 4 extension	1	18	14	153	29	3160	6320
NORTH DURHAM IMPROVEMENTS						11822	23644

MEMORANDUM

TO: Durham Staff Working Group
FROM: GoTriangle Planning and Capital Development
DATE: March 31, 2023
SUBJECT: **FY23 Durham County Annual Work Program Amendment: Patterson Place Bus Stops Improvement Project – 18GOTCD04**

Strategic Objective or Initiative Supported

1.2 Pursue service improvements and expansion opportunities

Action Requested

GoTriangle staff requests that the Durham Staff Working Group recommend that the GoTriangle Board adopt an amendment to the FY23 Durham County Annual Work Program to increase the funding for the Patterson Place Bus Stops Improvement Project. (Project ID 18GOTCD04)

Background and Purpose

GoTriangle requests an increase to this project budget of \$166,459 to address construction cost escalation, property acquisition, and property owner coordination. The total amended FY23 Budget request is \$463,426. This project will improve two bus stops in Patterson Place that serve GoTriangle, GoDurham, and starting in FY26, Chapel Hill Transit. The project includes new shelters, seating, lighting, real-time passenger information displays, sidewalk connections, and curb ramp improvements. The project will also include an adjustment to the curb radius to allow buses to turn right from Witherspoon Blvd. to McFarland Dr, improving transit travel times. Design is complete, the project is permitted, and property acquisition is under way. The project is anticipated to be bid for construction in FY23 Q4.

Durham County FY23 work program budget impact = \$166,459

Staff Contact(s)

- Jay Heikes, Transportation Planner, GoTriangle, 919-314-8741, jheikes@gotriangle.org;

REQUEST #	FY 2023	FY START DATE
18-GOTCD04	Durham Transit Work Plan	Jul 2023
	Request Form	Total Project Cost
	Operating and/or Capital	\$ 166,459

Project Name	Requesting Agency	Project Contact	Durham Transit Estimated Operating Cost	
Patterson Place Improvements	GoTriangle	Jay Heikes heikes@gotriangle.org	Base Year*	\$ 166,459
			FY 2024	\$ -
			Cumulative	\$ 166,459
Estimated Start Date	Estimated Completion	Notes	Durham Transit Estimated Capital Cost	
Jul-19	Dec-23		Base Year*	\$ 166,459
			Cumulative	\$ 166,459
Project Description/Scope	Enter below a summary of the project that may later be used as the project description in the FY 2023 Work Plan.			
Update 3/29/23: Increase funding allocation to address construction cost escalation, acquisition costs, and additional scope to address property owner coordination.				
This project will improve the existing GoTriangle and GoDurham bus stops at MacFarland Drive and Witherspoon Drive in Patterson Place serving over 140 boardings per day on GoTriangle Route 400 and GoDurham Route 10. The scope includes improving passenger waiting areas, adding shelters, seating, lighting, real-time info, sidewalk connections, crosswalk and curb ramp improvements, and increasing the southbound right turning radius to improve operational flexibility and reduce transit travel times.				
Project Justification / Business Case	Provide responses to <u>EACH</u> of the questions below. Answer the questions as fully as possible. Enter Not Applicable (N/A) as appropriate.			

1. Is this a New Project, Scope Change or Financial Change?

New ☐ Scope ☐ Financial ☐

See Instructions for definitions

1a. If Scope Change or Financial Change - Indicate previous project ID

2. Is this project Operating, Capital or Both?

Operating ☐ Capital ☐ Both ☐

3. Is this a one-time request?

Yes ☐ No ☐

4. What is the timeframe for the request? Are you requesting a full year of funds in FY23 or a partial year to be annualized in future fiscal years?

Full Year FY23

5. Where is this project located, who will this project serve and how will it improve service or overall implementation of the Durham Transit Plan?

The project is located on public streets within the Patterson Place shopping center. This project will improve the existing GoTriangle and GoDurham bus stops at MacFarland Drive and Witherspoon Drive in Patterson Place serving 140 boardings per day on GoTriangle Route 400 and GoDurham Route 10. This project serves residents of nearby communities, employees and customers of nearby businesses, and residents of Southwest Durham in general. The area is experiencing an influx of residential growth including 60 deed-restricted homes as part of an adjacent under construction apartment community.

6. Is this project programmed in the adopted Transit Plan FYs 2023-2030 Multi-Year Operating Program or CIP?

Yes ☒ No ☐

8. What is the expected outcome(s) if this request is funded? What is the alternative if the request is not funded?

If the project is not funded, the scope of the project would be reduced to improve only one of the two stops at Patterson Place.

10. For bus operating projects, please provide:

a) Target Start Date			
b) Assets Used (Vehicles, etc.)			
c) Geographic Termini			
d) Major Destinations Served			
e) Annualized Revenue Hours			
f) Span of Service	Weekday	Saturday	Sunday

f) Span of Service				
g) Frequency	TIME PERIOD	Weekday	Saturday	Sunday
	AM Peak			
	Midday			
	PM Peak			
	Evening			

11. If this is a bus operating project, which organization will operate the service?

12. If applicable, describe proposed responsibilities and duties for new staffing requests. Provide each major intended function, and the percentage of time devoted to each function.

13. List any other relevant information not addressed.

14. Please enter estimated revenues below. If there are other revenues besides Durham County Tax Revenue to support this request, please enter the anticipated revenue amounts next to the appropriate funding source for each fiscal year shown below.

Revenue							
Tax Revenue	FY23	FY24	FY25	FY26	FY27	FY28	FY29
Durham County Transit Tax Revenue	166,459	-	-	-	-	-	-
Other Revenue							
Federal	-	-	-	-	-	-	-
State	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Subtotal Other	-	-	-	-	-	-	-
TOTAL REVENUE	166,459	-	-	-	-	-	-

16. Please enter estimated appropriations to support expenses. Enter FY 2023 and the estimated annualized cost in FY 2024 using the 2.5% growth factor, if applicable. The spreadsheet will calculate 2025 and beyond by 2.5%. If your project is not expected to have recurring costs in FY 2024 and/or beyond, delete the calculation(s) in columns E-H.

Cost Break Down of Project Request							
OPERATING COSTS (If Applicable)	FY23	FY24	FY25	FY26	FY27	FY28	FY29
Growth Factors		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Salary & Fringes			-	-	-	-	-
Contracts			-	-	-	-	-
Bus Operations:							
Estimated Hours			-	-	-	-	-
Cost per Hour			-	-	-	-	-
Estimated Operating Cost	-	-	-	-	-	-	-
Bus Leases			-	-	-	-	-
Park & Ride Lease			-	-	-	-	-
Other			-	-	-	-	-
Other			-	-	-	-	-
Subtotal: Bus Operations	-	-	-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
TOTAL OPERATING COSTS	-	-	-	-	-	-	-

17. Please enter Operating category that best represents the project above (This will be reviewed during Work Plan development)

Bus Operations ☐ Transit Plan Administration ☐ Tax District Administration ☐

18. Please enter estimated appropriations to support contractual commitments and other expenses related to proposed capital projects.

CAPITAL COSTS	FY23	FY24	FY25	FY26	FY27	FY28	FY29
Design							
Construction	116,459						
Equipment							
Land - Right of Way	50,000						
Other							
TOTAL CAPITAL COSTS	166,459	-	-	-	-	-	-

20. Please enter Capital category that best represents the project above (This will be reviewed during workplan development)

Transit Infrastructure ☒ Vehicle Acquisition ☐ BRT ☐ CRT ☐ Other ☐

Assumptions for Costs and Revenues Above:

21. Please state any assumption(s) used to calculate the capital and operating dollars and revenues shown above.



Connecting all points of the Triangle

To: Durham County Staff Working Group

From: GoTriangle

Date: January 25, 2023

Subject: FY23 Durham County Tax District Work Plan Amendment

This memo addresses the customary FY23 Durham County Tax District Work Plan amendment for Increased Cost of Existing Service (ICES) with a description and financial impact.

FY23 Work Plan Amendments:

Durham County Tax District proposed work plan adjustment for Increased Cost of Existing Service (ICES) as per the terms of the Durham County Implementation Agreement is as follows:

- i. GoDurham ICES
18DCI_TS9 – Increased Cost of Existing Service
Decrease FY23 allocation by \$29,238 to \$839,304

Durham County FY22 Work Plan budget impact = -\$29,238

Action - Recommend reinstatement of \$29,238 to the unbudgeted reserve fund for the GoDurham Increased Cost of Existing Service in the FY23 Work Plan budget.



Connecting all points of the Triangle

MEMORANDUM

TO: Sean Egan, City of Durham
Tom Devlin, City of Durham

CC: Sandra Freeman, GoTriangle
Steve Schlossberg, GoTriangle
Katie Urban, GoTriangle
Paul Kingman, GoTriangle
Priscilla Bond, GoTriangle
Doug Plachcinski, DCHC MPO

FROM: Jennifer Hayden, GoTriangle

DATE: January 23, 2023

RE: FY2023 Final and FY2024 Estimated Increased Cost of Existing Services (ICES)

The ICES allocation for FY2023 has been recalculated per the ICES agreement. The ICES budget was originally based on 50% of the *prior year's budgeted* \$7 vehicle registration tax. The ICES budget was recalculated to equal 50% of the *prior year's actual* \$7 vehicle registration tax.

The original FY2023 ICES budget for GoDurham was \$868,542, which was calculated at 50% of the FY2023 budgeted \$7 vehicle registration tax, which totaled \$1,737,085. The FY2023 ICES budget for GoDurham will be amended to equal 50% of the FY2022 *actual* \$7 vehicle registration tax, which was \$1,678,607. Thus, the revised FY2023 ICES allocation for GoDurham decreased by \$29,238 to \$839,304.

At this time, the FY2023 \$7 vehicle registration tax budget is \$1,737,085. Based on that, the FY2024 ICES allocation will be budgeted at \$868,542 (\$1,737,085 x 50%). The final FY2024 ICES allocation will be reviewed and amended as needed mid-year FY2024.

If you have any questions, please let me know. I can be reached at 919-485-7418 or jhayden@gotriangle.org.



PO Box 13787
Research Triangle Park, NC 27709
919-485-7501 | Fax: 919-485-7547

www.gotriangle.org



TRANSPORTATION

CITY OF DURHAM

March 30, 2023

To: Durham – Staff Working Group
 From: Tom Devlin – City of Durham
 Subject: City of Durham FY23 Work Plan Amendments

The City of Durham purchased 12 40' Gillig Diesel buses in 2017 – six of these buses were paid for by the Durham County Transit Plan.

These buses have a useful life of 12-years and/or 500,000 miles (as defined by the Federal Transit Administration), but stay in GoDurham service for up to 15 years. In order to have these buses to reach this useful life, the engines, transmissions, and related components are repowered (replaced) at 5- and 10- year intervals.

The City issued a Request for Bids in November 2021 for this work. The City received two bids, both of which were competitive and within the estimated cost range. Cummins, Inc was the lowest responsive bidder with a bid of \$140,530 per bus for the first two years.

The City is requesting \$843,180 in the FY23 Work Plan to repower the six buses that were purchased with Durham County Transit Plan Funds.

Summary of Project Requests (Capital)

		<u>FY21/FY22 Approved</u>	<u>FY23 Amendment Request</u>	<u>Difference</u>
TBD	GoDurham Repower	\$ 0	\$843,180	\$843,180

REQUEST #	FY 2023	FY START DATE
	Durham Transit Work Plan	Jul 2023
	Request Form	Total Project Cost
	Operating and/or Capital	\$ 1,180,452

Project Name	Requesting Agency	Project Contact	Durham Transit Estimated Operating Cost	
2017 GoDurham Repower	City of Durham	Tom Devlin	FY 2023 / Base Year*	\$ -
			FY 2024 / Base Year*	\$ -
			Cumulative	\$ -
Estimated Start Date	Estimated Completion	Notes	Durham Transit Estimated Capital Cost	
Mar-23	Jun-23		FY 2023 / Base Year*	\$ 843,180
			Cumulative	\$ 1,180,452
Project Description/Scope	Enter below a summary of the project that may later be used as the project description in the FY 2023 Work Plan.			
To repower 5 GoDurham 2017 buses that were purchased by the Durham County Transit Plan in 2017/2018. Repowering is the replacing of the transmission and engine, and is performed as a preventive maintenance campaign every five years to extend the useful life of each bus. The City has a contract with Cummins to perform this work at a cost of \$140,530.02 per vehicle.				
Project Justification / Business Case	Provide responses to <u>EACH</u> of the questions below. Answer the questions as fully as possible. Enter Not Applicable (N/A) as appropriate.			

1. Is this a New Project, Scope Change or Financial Change?

See Instructions for definitions

New ☒ Scope ☐ Financial ☐

1a. If Scope Change or Financial Change - Indicate previous project ID

2. Is this project Operating, Capital or Both?

Operating ☐ Capital ☒ Both ☐

3. Is this a one-time request?

Yes ☐ No ☒

4. What is the timeframe for the request? Are you requesting a full year of funds in FY23 or a partial year to be annualized in future fiscal years?

The repowers for the six buses should be complete in FY23.

5. Where is this project located, who will this project serve and how will it improve service or overall implementation of the Durham Transit Plan?

This project is for GoDurham buses which provide fixed route service to the entire City and will make the buses more reliable.

6. Is this project programmed in the adopted Transit Plan FYs 2024-2030 Multi-Year Operating Program or CIP?

Yes ☒ No ☒

8. What is the expected outcome(s) if this request is funded? What is the alternative if the request is not funded?

This project will keep 2017 GoDurham buses in a state of good repair and will help with keeping service reliable by reducing mechanical failures

10. For bus operating projects, please provide:

a) Target Start Date				
b) Assets Used (Vehicles, etc.)				
c) Geographic Termini				
d) Major Destinations Served				
e) Annualized Revenue Hours				
f) Span of Service	Weekday	Saturday	Sunday	
g) Frequency	TIME PERIOD	Weekday	Saturday	Sunday
	AM Peak			
	Midday			
	PM Peak			

Evening

11. If this is a bus operating project, which organization will operate the service?

12. If applicable, describe proposed responsibilities and duties for new staffing requests. Provide each major intended function, and the percentage of time devoted to each function.

13. List any other relevant information not addressed.

14. Please enter estimated revenues below. If there are other revenues besides Durham County Tax Revenue to support this request, please enter the anticipated revenue amounts next to the appropriate funding source for each fiscal year shown below.

Revenue							
Tax Revenue	FY23	FY24	FY25	FY26	FY27	FY28	
Durham County Transit Tax Revenue	843,180	-	-	-	-	1,180,452	-
Other Revenue							
Federal	-	-	-	-	-	-	-
State	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Subtotal Other	-	-	-	-	-	-	-
TOTAL REVENUE	843,180	-	-	-	-	1,180,452	-

16. Please enter estimated appropriations to support expenses. Enter FY 2024 and the estimated annualized cost in FY 2025 using the 2.5% growth factor, if applicable. The spreadsheet will calculate 2026 and beyond by 2.5%. If your project is not expected to have recurring costs in FY 2026 and/or beyond, delete the calculation(s) in columns E-H.

Cost Break Down of Project Request							
OPERATING COSTS (If Applicable)	FY23	FY24	FY25	FY27	FY28	FY29	FY30
Growth Factors		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Salary & Fringes			-	-	-	-	-
Contracts			-	-	-	-	-
Bus Operations:							
Estimated Hours			-	-	-	-	-
Cost per Hour							
Estimated Operating Cost	-	-	-	-	-	-	-
Bus Leases			-	-	-	-	-
Park & Ride Lease			-	-	-	-	-
Other			-	-	-	-	-
Other			-	-	-	-	-
Subtotal: Bus Operations	-	-	-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
TOTAL OPERATING COSTS	-	-	-	-	-	-	-

17. Please enter Operating category that best represents the project above (This will be reviewed during Work Plan development)

Bus Operations ☐ Transit Plan Administration ☐ Tax District Administration ☐

18. Please enter estimated appropriations to support contractual commitments and other expenses related to proposed capital projects.

CAPITAL COSTS	FY23	FY24	FY25	FY26	FY28	FY29	FY30
Design							
Construction							
Equipment							
Land - Right of Way							
Other	843,180				1,180,452		
TOTAL CAPITAL COSTS	843,180	-	-	-	1,180,452	-	-

20. Please enter Capital category that best represents the project above (This will be reviewed during workplan development)

Transit Infrastructure ☒ Vehicle Acquisition ☐ BRT ☐ CRT ☐ Other ☐

Assumptions for Costs and Revenues Above:

21. Please state any assumption(s) used to calculate the capital and operating dollars and revenues shown above.

The costs are contracted costs with Cummins in FY23. Estimated 40% increase in costs for FY28, which will be competitively bid in FY27



Connecting all points of the Triangle

MEMORANDUM

TO: GoTriangle Board of Trustees Operations & Finance Committee
FROM: Finance & Administrative Services
DATE: April 20, 2023
SUBJECT: FY2023 Q4 Orange Transit Work Plan/Budget Amendment

Strategic Objective or Initiative Supported

This item supports initiative 1.2, "Pursue service improvement and expansion opportunities."

Action Requested

Staff requests that the committee recommend board approval of the FY2023 Q4 Orange Transit Work Plan amendments and budget ordinance amendment.

Background and Purpose

Two (2) amendments

1. GoTriangle / Tax District Administration: Increased Cost of Existing Service (I.C.E.S) - Per the terms of the Orange County Implementation Agreement, Orange Public Transportation (OPT) I.C.E.S budget line item needs to be decreased from \$65,467 to \$40,697 and Chapel Hill Transit (CHT) I.C.E.S budget line item needs to be decreased from \$753,428 to \$745,553.
2. GoTriangle: Orange Priority Transit Access Improvements - An increase to project budget of \$80,000, for a total of \$100,000. This local budget will match \$400,000 in CMAQ funds awarded by DCHC MPO for design and construction. This project was identified and approved in the FY22 work program to match an application for federal funding through DCHC MPO.

At the time of the GoTriangle Operations and Finance Committee receiving this item, the Orange Staff Working Group will have already reviewed and recommended the listed amendments to the GoTriangle Board of Trustees.

Financial Impact

The proposed amendment, if recommended by this committee and approved by the Board of Trustees, will increase the FY2023 Orange Transit Work Plan by \$47,355.

Attachments

- Detailed Project Amendment Request

Staff Contacts

- Steven Schlossberg, sschlossberg@gotriangle.org, (919) 485-7590
- Jennifer Hayden, JHayden@gotriangle.org, (919) 485-7418
- Sandra Freeman, sfreeman@gotriangle.org, (919) 485-7415



2023 0007

**GO TRIANGLE FY2023 BUDGET ORDINANCE AMENDMENT
TRIANGLE TAX DISTRICT – ORANGE CAPITAL FUND**

BE IT ORDAINED by the Research Triangle Regional Public Transportation Authority Board of Trustees:

Section 1. It is estimated that the following revenues will be available in the **Triangle Tax District – Orange Capital Fund** for the fiscal year beginning July 1, 2022, and ending June 30, 2023:

	Original	Revised
Article 43 ½ Cent Local Option Sales Tax	\$ <u>5,217,668</u>	\$ <u>5,047,469</u>
Total	\$ 5,217,668	\$ 5,047,469

Section 2. The following amounts hereby are appropriated in the **Triangle Tax District – Orange Capital Fund** for the fiscal year beginning July 1, 2022, and ending June 30, 2023:

	Original	Revised
Transit Infrastructure	\$ 0	\$ 0
GoTriangle	240,000	320,000
Town of Hillsborough	350,000	350,000
Vehicle Purchase	0	0
GoTriangle	204,000	204,000
BRT	0	0
Chapel Hill Transit – NS-BRT	1,812,500	1,812,500
Allocation to Orange Capital Fund Balance	<u>2,611,168</u>	<u>2,360,969</u>
Total	\$ 5,217,668	\$ 5,047,469

Section 3. The FY23 Orange Transit Work Program reflects ongoing projects that remain vital to providing service to current transit customers and new projects that address immediate needs during a transition year to a new Transit Plan with updated priorities. The current project budgets identified are those that are deemed time-sensitive ongoing efforts or involve time-sensitive external grant sources as part of their overall funding mechanism. DCHC MPO, GoTriangle and Orange County will consider amendments to the FY23 Orange Transit Work Program as priorities are identified in the new Transit Plan.

Section 4. Triangle Tax District – Orange Capital Funds are appropriated pursuant to section 13.2 of Chapter 159 of the North Carolina General Statutes; therefore, appropriations do not lapse at the end of the fiscal year and are available for the duration of the project unless subsequently approved for reallocation by the GoTriangle Board of Trustees.

Section 5. Copies of this Budget Ordinance shall be furnished to the Clerk to the Board of Trustees and to the Budget Officer of this Authority to be kept on file for their direction in the disbursement of funds.

ADOPTED THIS THE 24TH DAY OF MAY 2023.

Sig Hutchinson, Board of Trustees Chair

ATTEST:

Michelle C. Dawson, Clerk to the Board

FY23 Budget Change Impact - Orange Transit Plan

	<u>Project ID</u>	<u>Account Code</u>	<u>ERP Code</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>Reserve/Cash Impact</u>	<u>Fund Affected</u>	<u>Comments</u>
FY23 Approved Budget				\$ 23,445,118	\$ 20,833,950	\$ 2,611,168		
Amended FY23 Budget (Nov 2022)				\$ 23,445,118	\$ 21,036,794	\$ 2,408,324		
Orange County Public Transit	19OPTTS2	OO.TOP.OPT.19OPTTS02	42-26-00-8515		(24,770)	24,770	42	Administrative adjustment of ICES to match the terms of the ILA between transit providers and the performance of \$7 Vehicle Registration Tax* The FY23 budget will decrease from \$65,467 to \$40,697.
Chapel Hill	19CHTTS2	OO.TOP.CHT.19CHTTS02	42-26-00-8516		(7,875)	7,875	42	Administrative adjustment of ICES to match the terms of the ILA between transit providers and the performance of \$7 Vehicle Registration Tax* The FY23 budget will increase from \$753,428 to \$745,553.
GoTriangle	22GOTCD2	OC.TIN.GOT.22GOTCD01	42-32-00-6524		80,000	(80,000)	42	Increase Priority Transit Access Improvements - Funds allocated to increase to project budget to a total of \$100,000. The local budget will match \$400,000 in CMAQ funds awarded by DCHC MPO for design and construction.
Amended FY23 Budget (May 2023)				\$ 23,445,118	\$ 21,084,149	\$ 2,360,969		
Changes from Amendments				\$ -	\$ 47,355	\$ (47,355)		

*Orange County Implementation agreement terms: The maximum allocation of Increased Cost of existing Service (ICES) should equal the prior year Orange County local vehicle registration fee of \$7.00 permitted by Article 52 of NCGS 105
The determination of the ICES allocations for Chapel Hill Transit and Orange County Public Transit are made each year based upon their most recently audited annual expenditures for bus services

MEMORANDUM

TO: Orange Staff Working Group
FROM: GoTriangle Planning and Capital Development
DATE: March 31, 2023
SUBJECT: **FY23 Orange County Annual Work Program Amendment: Orange Priority Transit Access Improvements – 22GOTCD01**

Strategic Objective or Initiative Supported

1.2 Pursue service improvements and expansion opportunities

Action Requested

GoTriangle staff requests that the Orange Staff Working Group recommend that the GoTriangle board adopt an amendment to the FY23 Orange County Annual Work Program to increase the funding for the Orange Priority Transit Access Improvement Project. (Project ID 22GOTCD01)

Background and Purpose

GoTriangle requests an increase to this project budget of \$80,000, for a total of \$100,000. This local budget will match \$400,000 in CMAQ funds awarded by DCHC MPO for design and construction. This project was identified and approved in the FY22 work program to match an application for federal funding through DCHC MPO. This project is included in the 2023 update to Orange County Transit Plan.

This project will construct two new bus stops at US 15-501 and Eastowne Drive serving a quickly growing part of Chapel Hill that includes Wegman's, the UNC Healthcare Eastowne Campus, and a number of existing and planned apartment communities. The stops will include bus bays, shelters, seating, lighting, and connections to sidewalk.

Orange County FY23 work program budget impact = \$80,000

Staff Contact(s)

- Jay Heikes, Transportation Planner, GoTriangle, 919-314-8741, jheikes@gotriangle.org;

REQUEST #
22GOTCD02

FY 2023
Orange Transit Work Plan
Request Form
Operating and/or Capital

FY START DATE
Oct
Total Project Cost
\$ 100,000

Project Name	Requesting Agency	Project Contact	Orange Transit Estimated Operating Cost	
Priority Bus Stop Safety and Access Improvements	GoTriangle	Jay Heikes convery@gotriangle.org	Base Year*	\$ 20,000
			FY 2023	\$ 80,000
			Cumulative	\$ 100,000
Estimated Start Date	Estimated Completion	Notes	Orange Transit Estimated Capital Cost	
Sep-21	Dec-24	This cost will cover design and construction, plus contingency	Base Year*	\$ 100,000
			Cumulative	\$ 500,000
Project Description/Scope	Enter below a summary of the project that may later be used as the project description in the FY 2023 Work Plan.			

Update March 29, 2023: This is a request to add \$80,000 in previously approved construction funds in FY23 to match 320,000 in federal funds for construction

This project aims to increase regional access to jobs along core regional routes and express routes by constructing safe and accessible bus stops where bus stops are not currently able to be established due to lack of adequate infrastructure along high speed roadways. A key component of GoTriangle's mission is to connect people and places. Over 70% of our current ridership is people traveling to employment. An initial target location is in Chapel Hill to serve Wegman's and UNC Healthcare facilities which are under construction and will employ over 1,000 people along a core regional route (400).

As a result of changing travel patterns and exceptionally high regional growth rates (the three county region adds 100 people per day, and even more jobs); it is necessary to facilitate bus stop improvements that support regional access to emerging employment locations. Often these are in suburban locations on high speed arterial roads that require bus stop improvements above and beyond a typical bus stop improvement. Without these improvements, riders and residents who live near transit stops would not otherwise have transit access to these new jobs. Improving access to jobs is an essential component of transit service and a primary justification for public subsidy of such service. A 2016 Harvard study found that access to jobs via transit is the single most important factor in providing individuals a path out of poverty. A stop pair has been identified for FY22 and FY23 funds: US 15-501 at Eastowne Drive. These stops would serve the under construction Wegman's which will have over 500 jobs, the new 3 million square foot UNC Healthcare Campus at Eastowne with several thousand jobs at full build out as well as the newly renovated State Employees Credit Union building (formerly Blue Cross Blue Shield) which will also host up to 1,000 jobs. Stops in these locations will require construction of new bus pullouts, sufficient merge distance to re-enter the travel lane, bus shelters, connections to sidewalk, and possible transit signal priority. These improvements would be coordinated with developer sponsored intersection improvements that will create pedestrian crossings at all four legs of the intersection.

Project Justification / Business Case Provide responses to EACH of the questions below. Answer the questions as fully as possible. Enter Not Applicable (N/A) as appropriate.

1. Is this a New Project, Scope Change or Financial Change?

New ☐ Scope ☐ Financial ☒

See Instructions for definitions

1a. If Scope Change or Financial Change - Indicate previous project ID

2. Is this project Operating, Capital or Both?

Operating ☐ Capital ☒ Both ☐

3. Is this a one-time request?

Yes ☒ No ☐

4. What is the timeframe for the request? Are you requesting a full year of funds in FY22 or a partial year to be annualized in future fiscal years?

This is a request to add \$80,000 in previously approved construction funds in FY23 to match 320,000 in federal funds for construction

5. Where is this project located, who will this project serve and how will it improve service or overall implementation of the Orange Transit Plan?

The target location for this project is in Chapel Hill to serve Wegman's and UNC Healthcare facilities which are under construction and will employ over 1,000 people along a core regional route (400). The project will improve passenger safety, improve operations safety, and improve passenger experience.

6. Is this project programmed in the adopted Transit Plan FYs 2022-2029 Multi-Year Operating Program or CIP?

Yes ☐ No ☒

8. What is the expected outcome(s) if this request is funded? What is the alternative if the request is not funded?

If this request is funded, improvements will be made to provide access to transit at Eastowne Drive & 15-501. This is a high speed corridor with several nearby job, shopping, and healthcare destinations nearby. If the request is unfunded, transit users from Durham or Carrboro would not have a readily accessible way to access these destinations via transit.

10. For bus operating projects, please provide:

a) Target Start Date				
b) Assets Used (Vehicles, etc.)				
c) Geographic Termini				
d) Major Destinations Served				
e) Annualized Revenue Hours				
f) Span of Service		Weekday	Saturday	Sunday
g) Frequency	<u>TIME PERIOD</u>	Weekday	Saturday	Sunday
	AM Peak			
	Midday			
	PM Peak			
	Evening			

11. If this is a bus operating project, which organization will operate the service?

--

12. If applicable, describe proposed responsibilities and duties for new staffing requests. Provide each major intended function, and the percentage of time devoted to each function.

--

13. List any other relevant information not addressed.

--

14. Please enter estimated revenues below. If there are other revenues besides Orange County Tax Revenue to support this request, please enter the anticipated revenue amounts next to the appropriate funding source for each fiscal year shown below.

Revenue							
Tax Revenue	FY22	FY23	FY24	FY25	FY26	FY27	FY28
Orange County Transit Tax Revenue	20,000	80,000	-	-	-	-	-
Other Revenue							
Federal	80,000	320,000	-	-	-	-	-
State	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Subtotal Other	80,000	320,000	-	-	-	-	-
TOTAL REVENUE	100,000	400,000	-	-	-	-	-

15. For Non Orange County Tax Revenue (federal, state, other), who is the proposed recipient(s) and who will be in charge of applying for the revenue(s)? Please provide status of other revenues (Application submitted, Committed, Awarded, Other).

Fed funding = CMAQ, to be flexed to 5307. STIP ID TL-0018

16. Please enter estimated appropriations to support expenses. Enter FY 2022 and the estimated annualized cost in FY 2023 using the 2.5% growth factor, if applicable. The spreadsheet will calculate 2024 and beyond by 2.5%. If your project is not expected to have recurring costs in FY 2023 and/or beyond, delete the calculation(s) in columns E-H.

Cost Break Down of Project Request							
OPERATING COSTS	FY22	FY23	FY24	FY25	FY26	FY27	FY28
Growth Factors		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Salary & Fringes			-	-	-	-	-
Contracts			-	-	-	-	-
Bus Operations:							
Estimated Hours			-	-	-	-	-
Cost per Hour			-	-	-	-	-
Estimated Operating Cost	-	-	-	-	-	-	-
Bus Leases			-	-	-	-	-

Park & Ride Lease			-	-	-	-	-
Other			-	-	-	-	-
Other			-	-	-	-	-
Subtotal: Bus Operations	-	-	-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
TOTAL OPERATING COSTS	-	-	-	-	-	-	-

17. Please enter Operating category that best represents the project above (This will be reviewed during Work Plan development)

Bus Operations ☐ Transit Plan Administration ☐ Tax District Administration ☐

18. Please enter estimated appropriations to support contractual commitments and other expenses related to proposed capital projects.

CAPITAL COSTS	FY22	FY23	FY24	FY25	FY26	FY27	FY28
Design	40,000						
Construction		400,000					
Equipment							
Land - Right of Way	20,000						
Other	40,000						
TOTAL CAPITAL COSTS	100,000	400,000	-	-	-	-	-

20. Please enter Capital category that best represents the project above (This will be reviewed during workplan development)

Transit Infrastructure ☒ Vehicle Acquisition ☐ BRT ☐ CRT ☐ Other ☐

Assumptions for Costs and Revenues Above:

21. Please state any assumption(s) used to calculate the capital and operating dollars and revenues shown above.

With an overall funding request of \$500,000 over the course of two years, the budget above includes \$40,000 of unallocated contingency.



MEMORANDUM

Connecting all points of the Triangle

TO: Nicholas Pittman, CHT
Michelle D'Antonoli, OPT

CC: Nishith Trivedi, Orange County
Rick Shreve, CHT
Saundra Freeman, GoTriangle
Steven Schlossberg, GoTriangle
Katie Urban, GoTriangle
Priscilla Bond, GoTriangle
Doug Plachcinski, DCHC MPO

FROM: Jennifer Hayden, GoTriangle

DATE: January 23, 2023

RE: FY2023 Final and FY2024 Estimated Increased Cost of Existing Services (ICES)

Please find attached the FY2023 Final Increased Cost of Existing Services (ICES) calculations. The FY2023 ICES calculation was updated to reflect the actual FY2022 \$7 DMV registration fee and each Partner's contribution to transit services.

The FY2023 final ICES allocation is as follows:

CHT = \$745,553 (decreased by \$7,875 from FY2023 estimate)
OPT = \$40,697 (decreased by \$24,770 from FY2023 estimate)

GoTriangle will prepare a budget amendment.

Please also find the FY2024 Estimated Increased Cost of Existing Services (ICES) calculations. At this time, the FY2023 final ICES will be used in the FY2024 work plan. The FY2024 estimated ICES allocation is as follows:

CHT = \$745,553
OPT = \$40,697

If you have any questions, please let me know. I can be reached at 919-485-7418 or jhayden@gotriangle.org.

Enclosures

PO Box 13787
Research Triangle Park, NC 27709
919-485-7501 | Fax: 919-485-7547

www.gotriangle.org



FY2023 ICES Original Budget Calculation

Original Budget Calculation (4/19/2022)	FY22 Local Funding for Transit	FY22 Share of County Total
Chapel Hill	\$ 7,739,981	92.01%
Orange County	\$ 672,544	7.99%
Total	\$ 8,412,525	
FY22 Estimated \$7 DMV Tax	\$ 818,895	
	FY2023 Original	
CHT FY22 Share (Original)	\$ 753,428	
OPT FY22 Share (Original)	\$ 65,467	

FY2023 ICES Mid-Year Budget Calculation

Mid-Year Revision (1/23/2023)	FY23 Local Funding for Transit	FY23 Share of County Total
Chapel Hill	\$ 7,551,927	94.82%
Orange County	\$ 412,234	5.18%
Total	\$ 7,964,161	
FY22 Actual \$7 DMV Tax	\$ 786,250	
	FY2023 Final	
CHT FY23 Share (Revised)	\$ 745,553	
OPT FY23 Share (Revised)	\$ 40,697	

FY2023 ICES Mid-Year Budget Adjustment

Partner Agency	Adjustment Amount
CHT	\$ (7,875)
OPT	\$ (24,770)

FY2024 ICES Original Budget Calculation

Original Budget Calculation (1/23/2023)	FY23 Local Funding for Transit	FY23 Share of County Total
Chapel Hill	\$ 7,551,927	94.82%
Orange County	\$ 412,234	5.18%
Total	\$ 7,964,161	

FY24 Estimated \$7 Tax \$ 786,250

	FY2024 Original
CHT FY24 Share (Original)	\$ 745,553
OPT FY24 Share (Original)	\$ 40,697

*Connecting all points of the Triangle*

MEMORANDUM

TO: GoTriangle Board of Trustees Operations & Finance Committee
FROM: Transit Operations
DATE: April 24, 2023
SUBJECT: Transit Operations Vehicle Purchase Authorization

Strategic Objective or Initiative Supported

Action Requested

Staff requests that the committee recommend the board authorize the President/CEO to execute a contract for the purchase of five (5) battery electric low floor plus buses with associated maintenance equipment from Gillig Corporation for fixed route service not to exceed the maximum dollar amount of \$5,913,175.

Background and Purpose

Transit Operations is seeking approval to purchase five (5) buses total. Board authorization will result in GoTriangle receiving the buses within twenty-four (24) months from placing the order. Five (5) of these buses are for replacement due to the recommended useful life of 500,000 miles/12 years, per Federal Transit Administration guidelines for replacement. In addition to the recommended FTA guidelines, the Transit Division has experienced an increase in repair costs in maintaining these buses.

Financial Impact

The cost to purchase Five (5) buses and associated maintenance equipment is \$5,913,175 with a contribution from the transit plans of \$2,014,640 which includes the local match and a contribution from federal grants in the amount of \$3,898,535. Buses will be purchased from the State of Washington RFP# 2020 06719-01 with funds that are approved in the Bus Capital Project Budget.

Attachments

- none

Staff Contacts

- Brian McLean, Manager of Fleet Maintenance, 919-485-7472, bmclean@gotriangle.org
- David Moore, Senior Procurement Manager, 919-485-7559, dmoore@gotriangle.org





Connecting all points of the Triangle

May 24, 2023

To: GoTriangle Board of Trustees

From: Finance Staff

Subject: **FY24 Budget Overview**

Attached is the updated FY24 budget overview. This is an update to the budget information presented at the Budget Workshop held on April 19, 2023. The attached information includes all revenues and expenses that we have knowledge of at this point. All information is still under review for approval.

Please let us know if there are questions or concerns.

Sandra Freeman
CFO/Director of Administrative Services



P.O. Box 13787
Durham, NC 27703
919-485-7415 | Fax: 919-485-7491

www.gotriangle.org



FY24 Budget Workshop Action items

- Prepare Draft Budget with Rental Tax Retention Impact
- Cash Balance Forecast
- Show anticipated Investment Earnings for Portfolio
- Show headcount/salary savings trends
- Identify positions charged to the Transit Plans



FY24 Draft GoTriangle Budget Assumptions

Total Draft GoTriangle Revenue and Expenses

Revenue - \$73.4M (FY23 Budget - \$57M)

Expenditures - \$74.6M (FY23 Budget - \$62M)

Amount to be transferred from Fund Balance - \$1.2M

GoDurham contract discontinued for FY24

SMAP Funding - FY24 (Estimate) - \$2.8M (FY23 \$2.8M)

\$500K Capital Reserve

Total Vehicle Rental Tax -

Vehicle Rental Tax: FY24 - \$14.1M (FY23 Budget - \$5.6M)

Transition of **\$6.5M** vehicle rental tax from transit plans INCLUDED (effective July 21, 2023)

\$405K remains with Transit Plans in FY24 due to timing of transition

Total \$5 Vehicle Registration Tax: \$6.9M (2% increase over FY23 Budget - \$6.8M)

Adjustment for inflation request not included

Fares and GoPass: FY24 pending approval; not included

(FY19 actuals - Fares - \$700,144/Go Pass - \$981,338)

Actual vs Budget Personnel Expense (4 year comparison)

	Budget	Actual	B/(W)
FY22			
Administrative	\$7,042,796	\$6,488,505	\$554,291
Bus	\$11,993,708	\$10,291,402	\$1,702,306
FY21			
Administrative	\$6,650,409	\$6,143,437	\$506,972
Bus	\$11,091,075	\$10,883,483	\$207,592
FY20			
Administrative	\$6,341,975	\$5,989,738	\$352,237
Bus	\$10,637,349	\$10,099,755	\$537,594
FY19			
Administrative	\$5,177,081	\$4,890,848	\$286,233
Bus	\$10,391,246	\$10,802,380	(\$411,134)

Rental Income: \$0 Lease Income; \$529K Plaza building expenses

Headcount - FY24 FTE's - 283 (FY23 Budget- 288) - Includes Durham, Orange and Wake Transit Plans (GoDurham FTE's removed)

Average Merit - 3.5% (FY23 Budget - 3%) - impact due to changes in Transit Operations compensation

New pay structure for Transit Operations has been implemented

5% increase in FY23 budget for employee healthcare; employee only coverage - \$500/employee annual contribution

Bus operations revenue hours of 131,307 (directly operated) (FY23 Budget 123,960)

Cost per hour - \$162 (FY23 - \$148)

Contracted Services Hours :

FY24 - 9,899 (FY23 - 11,757)

FY24 requested capital expenditures total \$34M

\$27M in capital requests are for projects where GoTriangle is managing the federal grant portion only

FY24 Budget GoTriangle Budget Change Impact

	<u>Revenue</u>	<u>Expenditures</u>	<u>Reserve/Cash Impact</u>	<u>Comments</u>
<i>FY24 Draft Budget - Budget Workshop (April 19, 2023)</i>	\$56,783,243	\$64,561,944	(\$7,778,701)	<i>\$7.8M Allocation from GoTriangle Fund Balance</i>
Additional revenue	6,641,612	-	6,641,612	Transition of vehicle rental tax from transit plans effective July 21, 2023.
Indirect cost allocation	11,313	11,313	-	Personnel changes (moved planning staff from Capital Development to RSD Planning department).
Reduction in expenses for Call Center		(53,860)	53,860	Included in transit plan expenses.
Additional expense		40,000	(40,000)	Adding rental expense paid to LCI for parking spaces.
Additional expense		70,175	(70,175)	Adding Tripspark maintenance (2nd year).
Additional expense		3,470	(3,470)	Net effect of realignment of positions due to discontinuation of GoDurham Contract
Reduction in expenses and revenues	(286,984)	(286,984)	-	Discontinuation of GoDurham Contract
Increase in expenses		10,262,981	(10,262,981)	Increase in expenses for RUS BUS (electric buses - \$3.4M/Construction schedule acceleration - \$4.6M), Community Grant for electric buses (\$2.3M) ,
Increase in revenue	10,213,104		10,213,104	Increased federal grant for RUS BUS/ Community Grant/Transit Plan Contributions
<i>Revised Proposed Budget - May 24, 2023 (Board Mtg.)</i>	\$73,362,288	\$74,609,039	(\$1,246,751)	<i>\$1.2M Allocation from GoTriangle Fund Balance</i>
<i>Change</i>	\$16,579,045	\$10,047,095	\$6,531,950	

*Additional revenue and expense changes are under review



GoTriangle
MULTI-YEAR OPERATING PROJECTION
SUMMARY

	2022 Actuals	2023 (Budget)	Budget	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
<u>FY24 Revised Assumptions</u> Fares/GoPass not included Rental tax retained effective July 21, 2023 \$5 Registration tax increase <u>not</u> included Operating - 2% growth for revenue; 3% growth for expenses Rental Tax-2.5% growth Capital - 2% growth for revenue; 3% growth for expenses															
GoTriangle Revenue	\$41,787,692	\$58,078,467	\$73,362,288	\$75,431,470	\$77,012,332	\$78,626,616	\$80,275,038	\$81,958,325	\$83,677,222	\$85,432,491	\$87,224,908	\$89,055,268	\$90,924,382	\$92,833,078	\$94,782,203
GoTriangle Expenditures	\$36,028,645	\$61,761,784	\$74,609,039	\$76,847,310	\$79,152,729	\$81,527,311	\$83,973,131	\$86,492,325	\$89,087,094	\$91,759,707	\$94,512,498	\$97,347,873	\$100,268,310	\$103,276,359	\$106,374,650
Surplus/(Deficit)	\$5,759,047	(\$3,683,317)	(\$1,246,751)	(\$1,415,840)	(\$2,140,398)	(\$2,900,695)	(\$3,698,093)	(\$4,534,000)	(\$5,409,872)	(\$6,327,216)	(\$7,287,590)	(\$8,292,605)	(\$9,343,928)	(\$10,443,281)	(\$11,592,447)
Total Cash Forecast	50,442,598	61,359,960	60,113,209	58,697,368	56,556,971	53,656,276	49,958,183	45,424,183	40,014,311	33,687,095	26,399,505	18,106,900	8,762,972	(1,680,310)	(13,272,757)
Capital Reserve (Restricted)			\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	-
<i>Unrestricted Cash</i>			<i>59,613,209</i>	<i>58,197,368</i>	<i>56,056,971</i>	<i>53,156,276</i>	<i>49,458,183</i>	<i>44,924,183</i>	<i>39,514,311</i>	<i>33,187,095</i>	<i>25,899,505</i>	<i>17,606,900</i>	<i>8,262,972</i>	<i>(2,180,310)</i>	<i>-</i>
<u>Rental Tax Allocation based on 3 month notice</u>															
Wake Transit Plan			\$275,704												
Durham Transit Plan			\$87,171												
Orange Transit Plan			\$42,572												
GoTriangle (original 50%)			\$ 7,047,059												
GoTriangle Additional			<u>\$6,641,612</u>												
			<u>\$ 13,688,671</u>												
GoTriangle Rental tax included (2.5% growth)			\$13,688,671	\$14,446,471	\$14,807,633	\$15,177,824	\$15,557,269	\$15,946,201	\$16,344,856	\$16,753,477	\$17,172,314	\$17,601,622	\$18,041,663	\$18,492,704	\$18,955,022
Additional amount by increasing reg tax to \$7 beginning Q4 FY24			\$2,764,608	\$2,819,901	\$2,876,299	\$2,933,824	\$3,740,625	\$3,815,438	\$3,891,747	\$3,969,582	\$4,858,769	\$4,955,944	\$5,055,063	\$5,156,164	\$5,259,287
Fares - beginnng January, 2024			\$1,000,000	\$1,200,000	\$1,248,000	\$1,297,920	\$1,349,837	\$1,403,830	\$1,459,983	\$1,518,383	\$1,579,118	\$1,642,283	\$1,707,974	\$1,776,293	\$1,847,345
Total potential additional revenue			\$3,764,608	\$4,019,901	\$4,124,299	\$4,231,744	\$5,090,462	\$5,219,269	\$5,351,730	\$5,487,965	\$6,437,887	\$6,598,227	\$6,763,037	\$6,932,457	\$7,106,632

	FY 24 Total Cost	FY24 Federal	FY24 Durham Transit Plan	FY24 Orange Transit Plan	FY24 Wake Transit Plan	FY24 NCDOT/Other	FY24 GoTriangle
Capital Projects							
Enterprise Resource Planning (ERP) System* (FA-21-15)	\$ 1,469,654		\$ 235,145	\$ 88,179	\$ 514,379		\$ 631,951
TDM Share the Ride NC	\$ 54,800					\$ 49,320	\$ 5,480
Regional Fleet and Facilities Study* (CD-21-19)	\$ 412,000	\$ 65,375	\$ 265,587	\$ 10,215	\$ 54,479		\$ 16,344
Regional Transit Center (CD-21-22)	\$ 1,200,000		\$ 240,000	\$ 120,000	\$ 840,000		\$ -
Raleigh Union Station Phase II - RUS Bus (CD-21-18)	\$ 19,950,184	\$ 9,464,638	\$ 348,877	\$ 174,438	\$ 9,932,232	\$ 30,000	\$ -
Downtown Apex Transfer Point Improvements (CD-21-09)	\$ 270,000	\$ 135,000			\$ 135,000		\$ -
Wake Bus Stop Improvements (CD-21-21)	\$ 2,459,769	\$ 1,363,840			\$ 1,095,929		\$ -
Orange Priority Transit Access and Safety Improvements--US 15-501 and Eastowne	\$ 300,000	\$ 240,000		\$ 60,000			\$ -
Hillsborough Park & Ride (CD-20-04)	\$ 111,600	\$ 111,600					\$ -
Orange GoTriangle Bus Stop Improvements (CD-21-05)	\$ 250,000	\$ 200,000		\$ 50,000			\$ -
GoTriangle 805 Corridor Accessibility Stop Improvements -- Route 805/NC54	\$ 221,500	\$ 133,827	\$ 87,673				\$ -
Wake County Transit Access and Safety improvements (Congressional Earmark)	\$ 1,012,500	\$ 810,000			\$ 202,500		\$ -
Purchase of (13) Motorola Handheld Radios	\$ 85,000	\$ 68,000					\$ 17,000
Purchase (6) Paratransit LTVs for Replacements	\$ 838,517	\$ 705,084					\$ 133,433
Purchase of a Bus Operations Training Equipment Trailer	\$ 21,000	\$ 16,800					\$ 4,200
Standby Generator Plaza Building	\$ 297,500	\$ 238,000					\$ 59,500

	FY 24 Total Cost	FY24 Federal	FY24 Durham Transit Plan	FY24 Orange Transit Plan	FY24 Wake Transit Plan	FY24 NCDOT/Other	FY24 GoTriangle
Plaza Roof Replacement	\$ 300,000						\$ 300,000
Plaza General Repairs (Facility Management)	\$ 125,000						\$ 125,000
Durham Priority Transit Access and Safety Improvements (CD-21-01)	\$ 1,757,288	\$ 846,927	\$ 910,361				\$ -
BOMF Fuel Line System Replacment Project (RE-21-01)	\$ 220,000	\$ 176,000					\$ 44,000
BOMF Facility Repairs and Operational Improvements (carryover from FY21)	\$ 145,000						\$ 145,000
Plaza Lobby Renovation	\$ 95,000						\$ 95,000
Finance Suite Renovation	\$ 99,000						\$ 99,000
Plaza Building Glass and Window Replacement	\$ 115,000						\$ 115,000
Transit Operation Bus Wash System	\$ 360,000	\$ 288,000					\$ 72,000
BOMF Safety and Security Upgrades	\$ 260,000	\$ 208,000					\$ 52,000
Retrofit Camera Systems on 35 Gillig Buses	\$ 500,000						\$ 500,000
Community Grant Funding for electric buses	\$ 2,270,256	\$ 2,000,000	\$ 54,051	\$ 27,026	\$ 189,179		\$ -
Supplemental Funding for TripSpark for electric buses funded under RUSBus and Community Funding Grant	\$ 237,535	\$ 190,028					\$ 47,507
Safety and Security -- 1% Requirement	\$ 35,438	\$ 28,350					\$ 7,088
Total Capital Projects	\$ 35,473,541	\$ 17,289,469	\$ 2,141,693	\$ 529,858	\$ 12,963,698	\$ 79,320	\$ 2,469,502
Transit Plan Projects (No grant funding)							
Patterson Place Bus Stop Improvements (CD-21-02)	\$ 338,444		\$ 338,444				\$ -

	FY 24 Total Cost	FY24 Federal	FY24 Durham Transit Plan	FY24 Orange Transit Plan	FY24 Wake Transit Plan	FY24 NCDOT/Other	FY24 GoTriangle
Greater Triangle Commuter Rail (CD-21-17)	\$ 1,085,850		\$ 361,588	\$ -	\$ 724,262		
Durham Bus Stops Improvements Program (CD-21-25)	\$ 4,274,400		\$ 4,274,400				
Wake Existing Park and Ride (CD-21-20)	\$ 469,000				\$ 469,000		
Wake Long Term I-440 Park and Ride (CD-21-07)	\$ 470,000				\$ 470,000		
RFFS Implementation - Nelson Road Facility Modernization Phase I	\$ 3,500,000		\$ 1,000,000	\$ 500,000	\$ 2,000,000		
	\$ 10,137,694	\$ -	\$ 5,974,432	\$ 500,000	\$ 3,663,262	\$ -	\$ -
	\$ 45,611,235	\$ 17,289,469	\$ 8,116,125	\$ 1,029,858	\$ 16,626,960	\$ 79,320	\$ 2,469,502



FY24 Recommended Wake Transit Plan Budget Assumptions

Wake Transit Recommended Revenue and Expenses

Revenue - \$222.7M (FY23 Budget - \$121.7M)

Wake Transit Recommended Half-Cent Tax: \$125.0M (FY23 Budget - \$107.5M)

FY24 Wake Transit Vehicle Rental Tax: \$4.8M (FY23 Budget - \$3.8M)

FY24 Wake Transit Plan Vehicle Rental Tax after Retention: \$276K

Wake Transit Recommended \$3 Vehicle Registration Tax: \$2.9M (FY23 Budget - \$3.0M)

Wake Transit Recommended \$7 Vehicle Registration Tax: \$6.8M (FY23 Budget - \$6.9M)

Wake Transit Recommended Other Revenue*: \$87.7M (FY23 Budget - \$0.5M)

\$37.6M - Operating Expenses

Operating Expense

Tax District Administration -\$0.6M
 Transit Plan Administration - \$6.3M
 Transit Operations - \$28.6M
 Community Funding Area - \$2.1M

\$199.3M Capital Expenses

Capital Expense

Bus Rapid Transit (BRT) - \$143.2M
 Transit Infrastructure \$52.7M
 Bus Acquisitions - \$3.2M
 Capital Planning - \$0.2M

Total Wake Transit Plan Expenses - \$236.9M

FY24 Allocation from Fund Balance - \$14.2M

**Other Revenue includes - federal funding, fares, prior year funds*

FY23 - Carryforward amounts will be included once calculated (not included in revenue)

FY24 Wake Transit Plan Budget Change Impact

	<u>Revenue</u>	<u>Expenditures</u>	<u>Reserve / Cash Impact</u>	<u>Ordinance Category</u>	<u>Comments</u>
<i>FY24 Draft Budget - Budget Workshop (April 19, 2023)</i>	\$ 223,844,212	\$ 242,818,366	\$ (18,974,154)		<i>\$19.0M Allocation from Wake Capital Fund</i>
1/2-Cent Sales Tax	5,000,000	-	5,000,000	Revenue	Increase in 1/2 Cent Sale Tax Projections (Increase to \$125M)
Farebox Revenue	(1,543,718)	-	(1,543,718)	Revenue	Transit Operations anticipated fare suspension
Apex, Morrisville, Wake Forest	(68,241)	-	(68,241)	Community Funding Area Program (CFAP) - Operating	Allocation from CFAP Fund Reserve due to increase in GoCary and GoRaleigh Hourly Service Rate
Wake County	-	400,000	(400,000)	Bus Operations	Funding for New Project: Northeast Wake County Microtransit Service
GoTriangle	-	(4,900,000)	4,900,000	Transit Infrastructure	Delay Capital outlay for GoTriangle Regional Transit Center from FY24 to FY25
GoTriangle	-	(280,000)	280,000	Transit Infrastructure	Delay Capital outlay and Decrease Wake Transit Capital Funds through FY28 for GoTriangle BOMF
GoTriangle	-	(1,089,563)	1,089,563	Bus Operations	Reduction in FY24 Service for Route 305; Frequency increases planned in FY25 and FY27
Vehicle Rental Tax	(4,516,296)	-	(4,516,296)		Revision in Vehicle Rental Tax from \$4,792,000 to \$275,704 (\$4.792M / 365 days * 21 Days of July)
<i>Revised Proposed Budget - May 24, 2023 (Board Mtg.)</i>	\$ 222,715,957	\$ 236,948,803	\$ (14,232,846)		<i>\$14.2M Allocation from Wake Capital Fund</i>



FY24 Recommended Durham Transit Plan Budget Assumptions

Durham Transit Recommended Revenue and Expenses

Revenue - \$42.6M (FY23 Budget - \$39.1M)

Durham Transit Recommended Half-Cent Tax: \$40.0M (FY23 Budget - \$35.5M)

Durham Transit Plan Vehicle Rental Tax: \$1.5M (FY23 Budget - \$1.2M)

FY24 Durham Transit Plan Vehicle Rental Tax after retention: \$87K

Durham Transit Recommended \$3 Vehicle Registration Tax: \$0.7M (FY23 Budget - \$0.7M)

Durham Transit Recommended \$7 Vehicle Registration Tax: \$1.8M (FY23 Budget - \$1.7M)

\$13.7M - Operating Expenses

Operating Expense

Tax District Administration -\$0.5M

Transit Plan Administration - \$2.3M

Transit Operations - \$10.9M

\$13.8M Capital Expenses

Capital Expense

Capital Planning - \$1.2M

Transit Infrastructure - \$12.2M

Vehicle Acquisitions - \$0.4M

Total Durham Transit Plan Expenses - \$27.5M

Allocation to Fund Balance \$15.1M

FY23 - Carryforward amounts will be included once calculated (not included in revenue)

FY24 Durham Transit Plan Budget Change Impact

Reserve/Cash

	<u>Revenue</u>	<u>Expenditures</u>	<u>Impact</u>	<u>Ordinance Category</u>	<u>Comments</u>
<i>FY24 Draft Budget - Budget Workshop (April 19, 2023)</i>	\$44,033,870	\$27,617,949	\$16,415,921		<i>\$16.4M Allocation to Capital Fund Balance</i>
GoTriangle	-	(100,000)	100,000	Transit Infrastructure	Regional Fleet and Facilities Study Implementation - Nelson Road - This revised allocation is due to a change in the agreed upon cost share based on relative share of revenue hours of transit-plan funded services among the three counties in FY30
Vehicle Rental Tax	(1,427,947)	-	(1,427,947)		Revision in Rental Tax after Rention from \$1,515,118 to \$87,171 (\$1.5M / 365 days * 21 days)
<i>Revised Proposed Budget - May 24, 2023 (Board Mtg.)</i>	\$42,605,923	\$27,517,949	\$15,087,974		<i>\$15.1M Allocation to Durham Capital Fund</i>



FY24 Recommended Orange Transit Plan Budget Assumptions

Orange Transit Recommended Revenue and Expenses

Revenue - \$10.7M (FY23 Budget - \$10.6M)

Orange Transit Recommended Half-Cent Tax: \$9.5M (FY23 Budget - \$8.8M)

Orange Transit Recommended Vehicle Rental Tax: \$0.7M (FY23 Budget - \$0.6M)

FY24 Orange Transit Plan Vehicle Rental Tax after retention: \$43K

Orange Transit Recommended \$3 Vehicle Registration Tax: \$0.4M (FY23 Budget - \$0.4M)

Orange Transit Recommended \$7 Vehicle Registration Tax: \$0.8M (FY23 Budget - \$0.8M)

\$6.1M - Operating Expenses

Operating Expense

Tax District Administration -\$0.3M

Transit Plan Administration - \$0.6M

Transit Operations - \$5.2M

\$5.1M Capital Expenses

Capital Expense

Transit Infrastructure \$0.9M

Vehicle Acquisitions - \$0.2M

Bus Rapid Transit (BRT) - \$4.0M

Total Orange Transit Plan Expenses - \$11.2M

Allocation From Fund Balance \$0.5M

FY23 - Carryforward amounts will be included once calculated (not included in revenue)

FY24 Orange Transit Plan Budget Change Impact

Reserve/Cash

	<u>Revenue</u>	<u>Expenditures</u>	<u>Impact</u>	<u>Ordinance Category</u>	<u>Comments</u>
<i>FY24 Draft Budget - Budget Workshop (April 19, 2023)</i>	\$11,429,341	\$11,401,876	\$27,465		<i>\$27K Allocation to Orange Capital Fund</i>
GoTriangle	-	150,000	(150,000)	Transit Infrastructure	Regional Fleet and Facilities Study Implementation - Nelson Road - This revised allocation is due to a change in the agreed upon cost share based on relative share of revenue hours of transit-plan funded services among the three counties in FY30
GoTriangle	-	(350,000)	350,000	Transit Infrastructure	New Regional Transit Facility (Orange County share) - Construction funding shifted to FY25-FY28 to reflect updated project schedule
Vehicle Rental Tax	(697,369)	-	(697,369)		Revision in Vehicle Rental Tax from \$739,941 to \$42,572 (\$0.7M / 365 days * 21 days)
<i>Revised Proposed Budget - May 24, 2023 (Board Mtg.)</i>	\$10,731,972	\$11,201,876	(\$469,904)		<i>\$0.5M Allocation from Orange Capital Fund</i>

Transit Plan Direct Staff - Full Time Equivalent (FTEs)

		<u>Durham</u>	<u>Orange</u>	<u>Wake</u>	<u>Total</u>
<u>Tax District Administration</u>					
Assistant Director of Budget & Finance	Tax District Administration	0.20	0.20	0.60	1.00
Senior Financial Analyst	Tax District Administration	0.20	0.20	0.60	1.00
Senior Financial Analyst	Tax District Administration	0.20	0.20	0.60	1.00
Business Analyst	Tax District Administration	0.20	0.20	0.60	1.00
Finance/Admin Support Technician	Tax District Administration	0.20	0.20	0.60	1.00
Total Tax District Administration Direct FTEs		1.00	1.00	3.00	5.00
<u>Transit Plan Administration</u>					
Chief Development Officer	Capital Development / Service Planning / Project Delivery	0.25	0.03	0.30	0.58
Director of Capital Development	Capital Development / Service Planning / Project Delivery	0.25	0.03	0.30	0.58
Engineer I/II	Capital Development / Service Planning / Project Delivery	0.31	0.07	0.48	0.85
Manager of Project Development	Capital Development / Service Planning / Project Delivery	0.31	0.07	0.48	0.85
Program Coordinator	Capital Development / Service Planning / Project Delivery	0.15	0.04	0.74	0.93
Project Architect	Capital Development / Service Planning / Project Delivery	0.31	0.07	0.48	0.85
Project Compliance Coordinator	Capital Development / Service Planning / Project Delivery	0.31	0.07	0.48	0.85
Project Engineer	Capital Development / Service Planning / Project Delivery	0.31	0.07	0.48	0.85
Senior Engineer	Capital Development / Service Planning / Project Delivery	0.31	0.07	0.48	0.85
Sr Project Controls Administrator	Capital Development / Service Planning / Project Delivery	0.31	0.07	0.48	0.85
Manager Planning & Transit-Oriented	Capital Development / Service Planning / Project Delivery	0.31	0.07	0.48	0.85
Transit Service Planning Supervisor	Capital Development / Service Planning / Project Delivery	0.00	0.00	0.40	0.40
Principal Planner	Capital Development / Service Planning / Project Delivery	0.31	0.07	0.48	0.85
Senior Planner	Capital Development / Service Planning / Project Delivery	0.31	0.07	0.48	0.85
Transportation Planner II	Capital Development / Service Planning / Project Delivery	0.31	0.07	0.48	0.85
Senior Transit Service Planner	Capital Development / Service Planning / Project Delivery	0.00	0.00	0.20	0.20
Transit Service Planner I/II	Capital Development / Service Planning / Project Delivery	0.00	0.00	0.20	0.20
Transit Service Planner II	Capital Development / Service Planning / Project Delivery	0.00	0.00	0.20	0.20
Database Analyst	Capital Development / Service Planning / Project Delivery	0.00	0.00	0.40	0.40
Regional Technology Project Manager	Capital Development / Service Planning / Project Delivery	0.18	0.18	0.65	1.00
Contract Administrator	Capital Development / Service Planning / Project Delivery	0.15	0.10	0.00	0.25
Procurement Manager	Capital Development / Service Planning / Project Delivery	0.60	0.00	0.00	0.60
Contracts & Grants Coordinator	Capital Development / Service Planning / Project Delivery	0.15	0.10	0.00	0.25
Facilities Technician	Real Estate / Legal	0.14	0.06	0.47	0.67

Transit Plan Direct Staff - Full Time Equivalent (FTEs)

		<u>Durham</u>	<u>Orange</u>	<u>Wake</u>	<u>Total</u>
Director of Real Estate and Facilities	Real Estate / Legal	0.14	0.06	0.47	0.67
Facilities Technician	Real Estate / Legal	0.14	0.06	0.47	0.67
Paralegal	Real Estate / Legal	0.20	0.10	0.60	0.90
Associate General Counsel	Real Estate / Legal	0.60	0.20	1.20	2.00
Public Involvement Associate	Communication & Public Relations	0.00	0.00	1.00	1.00
Sr. Graphics Designer	Communication & Public Relations	0.00	0.00	0.20	0.20
Internal Communications Specialist	Communication & Public Relations	0.00	0.00	0.20	0.20
Wake Transit Communication Coordinator	Communication & Public Relations	0.00	0.00	1.00	1.00
Public Engagement Specialist	Communication & Public Relations	1.50	0.50	0.00	2.00
Marketing Manager	Communication & Public Relations	0.00	0.00	0.20	0.20
Public Engagement Manager	Communication & Public Relations	0.00	0.00	0.50	0.50
Videographer	Communication & Public Relations	0.00	0.00	0.20	0.20
Public Engagement Supervisor	Communication & Public Relations	0.00	0.00	1.00	1.00
Public Relations Specialist	Communication & Public Relations	<u>0.00</u>	<u>0.00</u>	<u>0.20</u>	<u>0.20</u>
Total Transit Plan Administration FTEs		7.80	2.25	16.32	26.37
Total Transit Plan FTEs		8.80	3.25	19.32	31.37



March 31, 2023 Month-End Cash Balances

	GoTriangle General Fund /Proprietary Funds	GoTriangle Major Transit Investment Fund	Durham Co. Tax Districts	Orange Co. Tax Districts	Wake Co. Tax Districts	Total All Funds & Tax Districts
Cash	\$ 650,088	3,603,913	\$ 9,778,174	\$ 2,297,945	\$ 33,835,283	\$ 50,165,402
Cash (Truist Securities Re-investment Account)	-	129,027	-	-	-	129,027
Short Term Investments (NCCMT)	772,838	7,746,479	95,773,380	9,968,416	322,309,829	436,570,943
Short Term Investments (Mechanics and Farmers Bank)	1,113,748	-	-	-	-	1,113,748
Long Term Investments (Truist Securities)	12,242,144	26,158,558	20,343,214	-	140,181,264	198,925,180
Total	\$ 14,778,818	\$ 37,637,977	\$ 125,894,768	\$ 12,266,361	\$ 496,326,375	\$ 686,904,299



Investment Summary

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	FY23 Actual Interest	FY24 Anticipated Interest
North Carolina Capital Management Trust		
MTIF Investment - Gov't Portfolio	174,040	191,444
General Investment - Gov't Portfolio	18,503	20,353
Internal Service Fund - Gov't Portfolio	326	358
Wake Co. - Gov't Portfolio	6,815,634	7,497,198
Durham Co. - Gov't Portfolio	1,908,920	2,099,812
Orange Co. - Gov't Portfolio	196,298	215,928
Total North Carolina Capital Management Trust	\$ 9,113,721	\$ 10,025,093

	FY23 Actual Interest	FY24 Anticipated Interest
Mechanics & Farmers - CDAR	\$ 1,556	\$ 33,870

	FY23 Actual Interest	FY24 Anticipated Interest
Truist		
GoTriangle	1,433,812	1,885,289
Durham Co.	778,179	960,917
Wake Co.	4,881,392	7,160,574
Total Truist	\$ 7,093,383	\$ 10,006,780

Excluding unrealized gain/loss based on market position.



Next Steps

- Identify additional areas of opportunity and make appropriate adjustments in departmental and capital spending
 - Bus Fares
 - CPI Adjustment for \$5 registration tax
- Finalize carryforward dollars (transit plans)
- 1st Reading - May Board Meeting (May 24, 2023)
- Operations and Finance Committee Meeting (June 1, 2023)
- 2nd Reading/Ordinance Adoption - June Board Meeting (June 28, 2023)



Connecting all points of the Triangle

MEMORANDUM

TO: GoTriangle Board of Trustees
FROM: Planning and Development
DATE: May 12, 2023
SUBJECT: Fare Restoration Decision

Strategic Objective or Initiative Supported

1.5 Maintain cost-effectiveness

Action Requested

Staff requests that the board provide direction on returning to fares for the final FY24 budget, or considering returning to fares in the FY25 draft budget.

Background and Purpose

GoTriangle suspended fare collection at the beginning of the COVID-19 pandemic, and has committed to continue the fare suspension through at least June 30, 2023.

At its January 2023 meeting, the Board of Trustees voted to instruct staff to begin the process to perform a fare equity analysis and public engagement to inform a future decision by the board on whether or not to reinstate fare collection for FY24.

Staff presented the results of the equity analysis at the March O&F meeting, conducted a 30-day public engagement period between March 8 and April 6, and presented the public input at the April O&F meeting. Fare restoration considerations were discussed at the April meeting of the full board. Summaries of the equity analysis and preliminary public engagement results are provided below and more detailed information is attached.

- The equity analysis found that while there are differences in usage rates of discount programs by minority and low-income customers compared to non-minority and non-low-income customers, there is no disparate impact and no disproportionate burden identified according to GoTriangle's board-adopted policy definitions.
- Even though no disparate impacts or disproportionate burdens were identified, voluntary mitigation strategies are proposed to maximize access to discount fare programs for minority and low-income customers.
- GoTriangle utilized a combination of online and in-person engagement strategies to obtain input from riders and the general public about the potential to return to fare collection.

- More than 1,100 people provided input to the survey, across a range of demographic categories.
- Around one third of respondents indicated that they ride GoTriangle daily, and another one third indicated that they ride GoTriangle several times per week.
- More than 90% of respondents indicated that reliable transit service is very important to them.
- More than 75% of respondents indicated that they would be willing to pay fares.
- In response to a question about balancing a desire to remain fare free with the need for reliable transit service, more than half of respondents (59%) expressed support for creating a reduced fare option for low income riders.

Based on the results of the equity analysis, public engagement, and engagement with GoPass stakeholders and MPO and county funding partners, staff recommended and the O&F Committee recommended the following framework for reinstatement of fares for use in the event that the Board of Trustees decides to reinstate fare collection in FY24.

- Implement the proposed fare structure adopted by the Board of Trustees in 2019 for implementation with mobile ticketing, including daily, weekly, and monthly caps on fares paid by each rider
- Update GoPass program goals to include reducing barriers to access; responding to all-day travel demand, hybrid work, and varied commute patterns; and providing stable revenue for long-term GoTriangle bus service reliability, restoration, and expansion
- Seek funding from the Durham, Orange, and Wake transit work plans to implement a multi-year GoPass pilot program for low-income riders
- Defer implementation of fare restoration to January 1, 2024, to provide adequate time to secure funding and implement the GoPass low-income pilot, ensure seamless restoration of GoPass for pre-pandemic partners, and communicate with riders

Staff is now requesting that the Board of Trustees provide direction on whether to restore fare collection or continue fare suspension for the FY24 budget year. Staff has identified two options:

- Include fares in the FY24 budget and return to fares in FY24, or
- Include fares in the draft FY25 budget for consideration at that time

If the Board takes action to restore fare collection in FY24, staff requests that the Board also take action to adopt the fare restoration framework recommended by the Operations & Finance Committee at their April 13 meeting described herein, which includes deferring restoration of fare collection until January 2024 and developing of a program to defray costs for low-income riders.

If the Board chooses to defer action to return to fares, staff recommends engaging GoPass partners in the GoPass program update and designing the low-income program prior to the FY25 budget cycle. This will help facilitate regional discussion necessary to determine how institutions,



private sector, and transit plan partners would collaborate to offset the cost of fares for GoTriangle and local agencies in any scenario – if no agency returns to fares, if GoTriangle returns to fares and the local agencies do not, or if any other combination of agencies returns to fares.

Financial Impact

Implementing fares, reinstating and updating the GoPass program, and implementing a GoPass low-income pilot would have a positive financial impact for GoTriangle.

Prior to the pandemic-related fare suspension, GoTriangle received around \$1,000,000 in revenue annually from the GoPass institutional/employer discount fare program, around \$800,000 in revenue from cash fares and passes purchased directly by fixed-route bus riders, and around \$600,000 from paratransit fares. After a period of transition, GoTriangle would seek to meet or exceed pre-pandemic revenues from fares and GoPass.

Attachments

- Title VI Fare Equity Analysis
- Public Engagement Summary Report
- Proposed fare structure adopted in 2019 for implementation with mobile ticketing

Staff Contacts

- Scott Thomas, Executive Vice President, 919.485.7413, sthomas@gotriangle.org
- Sandra Freeman, Chief Financial Officer, 919.485.7415, sfreeman@gotriangle.org
- Katharine Eggleston, Chief Dev't. Officer, 919.482.7564, keggleston@gotriangle.org





Title VI Fare Equity Analysis March 2023

Executive Summary

In 2014, the GoTriangle Board of Trustees adopted Title VI Policies and Definitions aligned with Federal Transit Administration (FTA) Circular 4702.1B, Title VI Requirements and Guidelines for FTA Recipients. The circular is a federal guidance document issued by FTA that outlines requirements for ensuring nondiscrimination in transit programs and activities. The circular provides guidance to recipients of federal funding, such as transit agencies, on how to comply with Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin. The circular includes information on how to conduct a Title VI analysis, develop a language assistance plan, and respond to discrimination complaints, among other topics.

GoTriangle's policy requires evaluation of impacts to Title VI and low-income populations for all proposed fare changes regardless of the amount of increase or decrease. GoTriangle is currently evaluating the potential to return to collecting fares after a multi-year period of fare suspension associated with the COVID-19.

This fare equity analysis outlines the Title VI process and requirements and describes the data and methodologies used to identify the impacts. This analysis evaluates the proposed change at GoTriangle from the current zero fare to the fare structure that the GoTriangle Board of Trustees adopted in May 2019 for implementation along with mobile ticketing and fare capping, technology that automatically applies multi-ride discounts for frequent riders rather than requiring riders to purchase multi-ride passes ahead of time.

This analysis uses data about the demographics of GoTriangle's ridership from the most recent on-board survey of GoTriangle customers conducted in 2019. More than half of GoTriangle's riders are minorities and between one-third and one-half of GoTriangle's riders are low-income.

This analysis considers all fare types, including the GoPass employer discount fare program. The average fare analysis uses the ridership demographics by fare type from the 2019 GoTriangle On-Board survey to calculate the expected average fare received by GoTriangle per boarding for each demographic group and fare type.

Key Findings

While there are differences in usage rates of discount programs by minority and low-income customers compared to non-minority and non-low-income customers, there is no disparate impact and no disproportionate burden identified according to GoTriangle's policy definitions.

Even though no disparate impacts or disproportionate burden were found, mitigation strategies are proposed in the addendum to maximize access to discount fare programs for minority and low-income customers.

Background

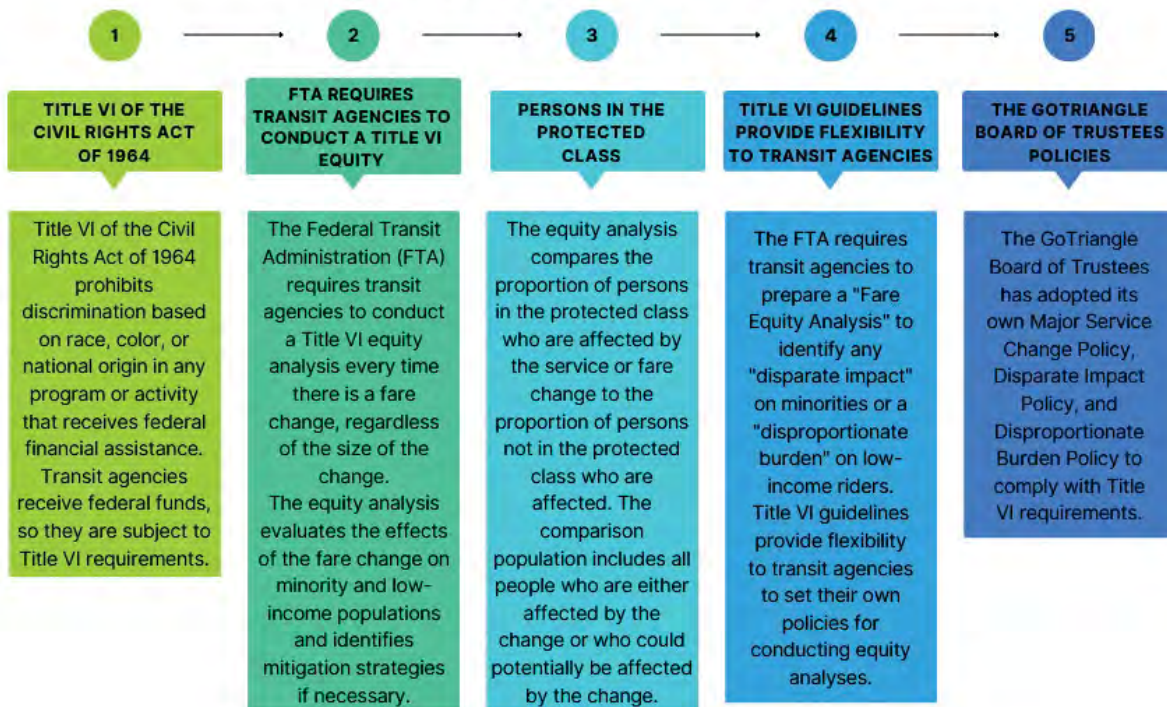
Title VI of the Civil Rights Act of 1964 prohibits discrimination on the grounds of race, color, or national origin in any program or activity that receives federal financial assistance. As transit agencies receive federal funds, they are subject to Title VI requirements. The Federal Transit Administration (FTA) requires transit agencies to conduct a Title VI equity analysis every time there is a fare change, regardless of the size of the change. The purpose of the equity analysis is to evaluate the effects of the fare change on minority and low-income populations and to identify mitigation strategies if necessary.

Title VI equity analysis compares the proportion of persons in the protected class (race, color, or national origin) who are affected by the service or fare change to the proportion of persons not in the protected class who are affected. The comparison population includes all people who are either affected by the change or who could potentially be affected by the change, such as potential passengers.

The FTA requires transit agencies to prepare a "Fare Equity Analysis" to identify any "disparate impact" on minorities or a "disproportionate burden" on low-income riders. Although low-income populations are not a protected class under Title VI, the FTA recognizes the overlap of environmental justice principles in this area and requires transit providers to evaluate the impacts of service and fare changes on passengers who are more likely to rely on public transit.

Title VI guidelines provide flexibility to transit agencies to set their own policies for conducting equity analyses. The GoTriangle Board of Trustees has adopted its own Major Service Change Policy, Disparate Impact Policy, and Disproportionate Burden Policy to comply with Title VI requirements.

Background



GoTriangle Title VI Policies

Title VI guidelines require transit agencies to set their own policies and provide flexibility to the transit agency for how these analyses are conducted. The GoTriangle Board of Trustees adopted two policies in June 2014 related to Title VI that guide this analysis:

- Disparate Impact Policy, and
- Disproportionate Burden Policy

The requirement for these policies comes from FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients" which became effective October 1, 2012. The Circular requires any FTA recipient that operates 50 or more fixed route vehicles in peak service and serving a population of 200,000 persons or greater to evaluate any fare change and any major service change at the planning and programming stages to determine whether those changes have a discriminatory impact.

FTA guidelines require that impacts to Title VI and low-income populations be evaluated for all fare changes regardless of the amount of increase or decrease.

Disparate Impact Policy

Disparate Impact



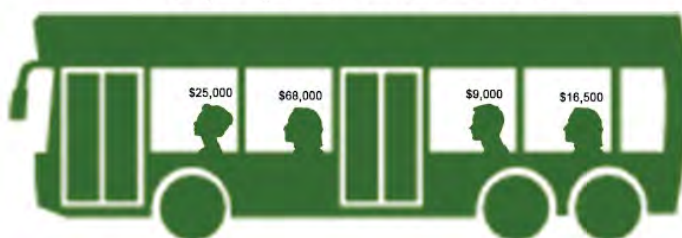
The following disparate impact policies establish thresholds for determining when impacts of proposed fare changes by each respective agency disproportionately impact minority populations. The thresholds apply to the difference in the impacts of each proposed fare change on minority

populations compared to the impacts on non-minority populations. This is measured by analyzing ridership surveys as to whether minority riders are more likely to use each mode of service, payment type, or payment media that would be subject to the fare change.

For Fare Equity Analyses, a threshold of 10 percent shall be used by GoTriangle to determine if the effects of a proposed fare change are borne disproportionately by minority populations.

Disproportionate Burden Policy

Disproportionate Burden



The following disproportionate burden policies establish thresholds for determining when impacts of proposed fare changes by each respective agency disproportionately impact low-income populations. The thresholds apply to the difference in the impacts of each proposed fare change on low-income

populations compared to the impacts on other populations. This is measured by analyzing ridership

Title VI Fare Equity Analysis
March 2023

surveys as to whether low-income riders are more likely to use each mode of service, payment type, or payment media that would be subject to the fare change.

For Fare Equity Analyses, a threshold of 10 percent shall be used by GoTriangle to determine if the effects of a proposed fare change are borne disproportionately by low-income populations.

Description of the Fare Change Proposal

At the beginning of the COVID-19 outbreak in March 2020, GoTriangle suspended bus fares to minimize contact between operators and the public, and to eliminate crowding while boarding the bus. This policy also helped ease the financial burden associated with boarding a bus. GoTriangle has continued this fare suspension through at least this fiscal year ending June 30, 2023. At its January 2023 meeting, the GoTriangle Board of Trustees voted to direct staff to complete a fare equity analysis to inform their consideration of returning to fare collection in FY 2024.

This analysis identifies the impacts of:

1. Reinstating fare collection using the fare structure that was approved by the GoTriangle Board of Trustees in May 2019
2. Reinstating the GoPass program, which allows employees and students of participating institutions to board the bus without paying a fare

GoTriangle Ridership Demographics Overview

This section provides an overview of the demographic characteristics of GoTriangle's systemwide ridership based on GoTriangle's most recent onboard survey, conducted in 2019. These demographic statistics were considered in the development of the proposed fare change in order to determine the potential for changes to result in Disparate Impacts on minority customers and/or a Disproportionate Burden on low-income customers.

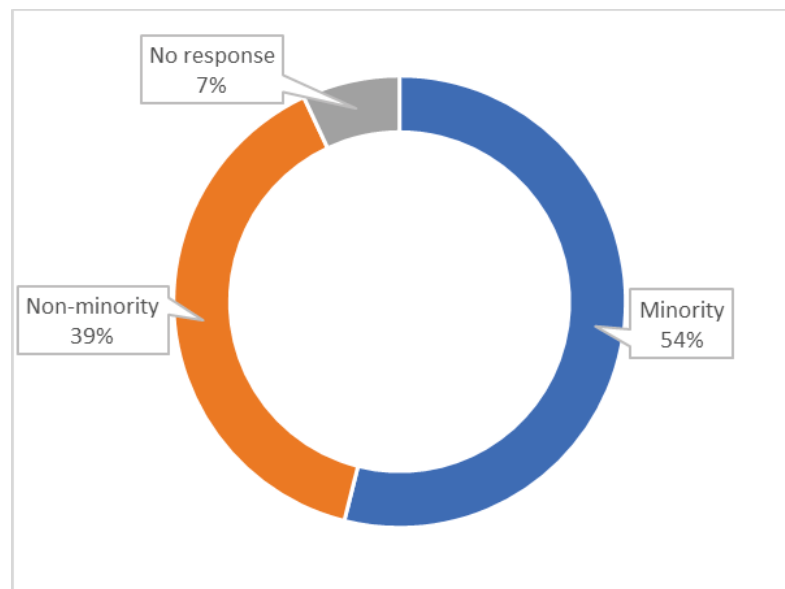
GoTriangle Ridership by Race/Ethnicity, 2019 Survey

Race/Ethnicity

The ethnicity categories in the 2019 survey were as follows:

1. African American/Black
2. Asian
3. Caucasian/White
4. Hispanic
5. Native American Indian
6. Other: _____

For purposes of this Fare Equity Analysis, minority populations are those who have not identified themselves as "White/Caucasian" in the survey.



Title VI Fare Equity Analysis
March 2023

Income Definitions

The household income categories in the 2019 survey were as follows:

1. Less than 10,000
2. 10,000 to 14,999
3. 15,000 to 19,999
4. 20,000 to 24,999
5. 25,000 to 34,999
6. 35,000 to 49,999
7. 50,000 to 74,999
8. 75,000 to 99,999
9. More than 100,000

GoTriangle's disproportionate burden policy defines low-income populations as "persons with household incomes below 150 percent of the poverty level for a regionally average household size."

Federally defined poverty levels by household size and the corresponding 150 percent amount for each are included in the table below. The average household size in each of the three counties in GoTriangle's service area is between two and three persons.¹ To provide a conservative analysis (including more people in the definition of low-income), the income level corresponding to a three-person household (\$31,995) was selected as the threshold for this analysis.

GoTriangle Ridership by Income, 2019 Survey

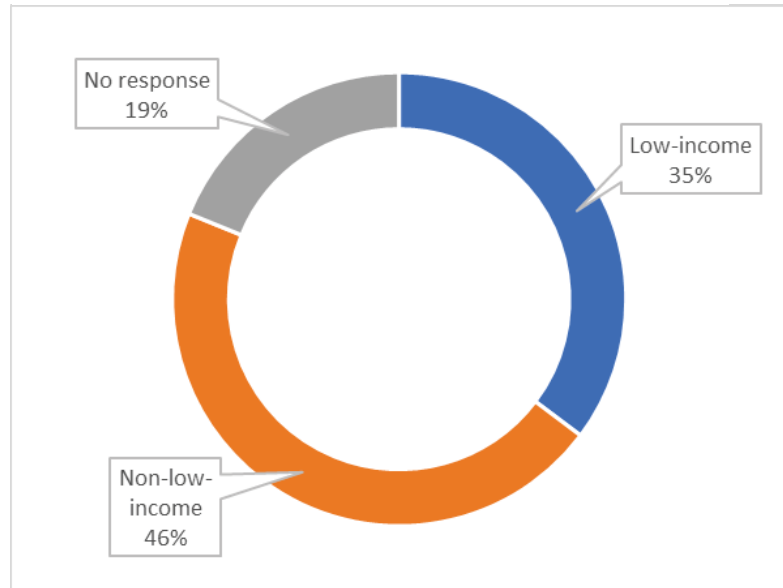
The threshold available in the 2019 survey data that corresponds most closely to the \$31,995 household income threshold is \$35,000. As such, responses indicating a household income less than \$35,000 were considered low-income.

Poverty Level Definitions

Household Size	Federally Defined Poverty Level	150% of Federally Defined Poverty Level
1	\$12,490	\$18,735
2	\$16,910	\$25,365
3	\$21,330	\$31,995
4	\$25,750	\$38,625
5	\$30,170	\$45,255
6	\$34,590	\$51,885
7	\$39,010	\$58,515
8	\$43,430	\$65,145

¹ According to data from the United States Census Bureau, the average size of households in the GoTriangle service area is as follows: 2.3 in Durham County, 2.47 in Orange County, and 2.59 in Wake County.

GoTriangle Ridership by Income, 2019 Survey



Title VI Fare Equity Analysis
March 2023

Household Size	Federally Defined Poverty Level	150% of Federally Defined Poverty Level
More than 8	For families/households with more than 8 persons, add \$4,420 for each additional person	For families/households with more than 8 persons, add \$6,630 for each additional person

***2019 Federal Poverty Level Definition²**

Ridership Demographics by Fare Payment Type

The tables below include a cross-tabulation of survey responses by fare type versus minority status, and fare type versus low-income status. Notable statistics include:

- Pre-pandemic, the GoPass was the most-used fare payment type across all customer categories
- Minority customers and low-income customers were more likely than non-minority and non-low-income customers to use cash fare, day-pass, and 7-day or 31-day pass

Fare Payment Type vs Minority Status

Fare Payment Type	Minority	Non-minority	No response	All Customers
Cash	23.2%	13.1%	9.7%	18.3%
Daypass	15.3%	7.0%	7.4%	11.5%
7-day or 31-day pass	9.9%	6.9%	8.0%	8.6%
Pre-covid GoPass	47.0%	68.9%	32.6%	54.6%
Free senior fare	2.8%	2.4%	1.1%	2.5%
No response	1.8%	1.5%	41.1%	4.4%
Grand Total	100.0%	100.0%	100.0%	100.0%

Fare Payment Type by Income Status

Fare Payment Type	Low-income	Non-low income	No response	All Customers
Cash	24.6%	13.4%	18.6%	18.3%
Daypass	17.6%	8.2%	8.2%	11.5%
7-day or 31-day pass	11.5%	6.7%	7.8%	8.6%
Pre-covid GoPass	40.6%	69.4%	44.6%	54.6%
Free senior fare	3.5%	1.4%	3.6%	2.5%
No response	2.1%	1.0%	17.1%	4.4%
Grand Total	100.0%	100.0%	100.0%	100.0%

² The federal poverty level (FPL), also known as the "poverty line," is the **amount of annualized income earned by a household**, below which they would be eligible to receive certain welfare benefits. While the U.S. Census Bureau computes the poverty threshold, the Dept. of Health and Human Services (HHS) publishes the FPL.

Title VI Fare Equity Analysis
March 2023

Average Fare Cost per Boarding Analysis

Current and Proposed Fares Overview and Inputs

In March 2020, GoTriangle suspended bus fares to minimize contact between bus operators and the public, and to eliminate crowding while boarding the bus. This policy also helped ease the financial burden associated with boarding a bus. GoTriangle has previously committed to continuing to suspend fares through at least June 30, 2023.

As part of the FY24 budget process, GoTriangle is considering ending the suspension and implementing the fare structure that the GoTriangle Board of Trustees had previously adopted in May 2019 for implementation along with mobile ticketing and fare capping, technology that automatically applies multi-ride discounts for frequent riders rather than requiring riders to purchase multi-ride passes ahead of time.

Fare Category	Fare Cost
Single-Ride Adult Fare - Regional	\$2.50
Single-Ride Adult Fare - Express	\$2.50
Single-Ride Disability Fare - Regional	\$1.25
Single-Ride Disability Fare - Express	\$1.25
Single-Ride Senior Fare - Regional	\$0.00
Single-Ride Senior Fare - Express	\$0.00
Stored Value Card - Regional	\$2.00
Stored Value Card - Express	\$2.00
Regional Day Pass	\$5.00
Regional 7-Day Pass	\$24.00
Regional 31-Day Pass	\$80.00
Express Day Pass	\$5.00
Express 7-Day Pass	\$24.00
Express 31-Day Pass	\$80.00
University or Employer Provided GoPass	\$0.00

May 2019 Adopted Fare Structure

Considering GoPass as Discount Program

This method considers fare revenue received by GoTriangle for each boarding; in other words, GoPass as a discount program rather than zero fare. For the pre-pandemic GoPass, GoTriangle generally received revenue from partner institutions equivalent to 55% of the cash fare for each GoPass boarding.

With this methodology the expected average fare received by GoTriangle is \$1.38 for each GoPass boarding.

2019 Average Fare per Boarding

This analysis calculates average fare per boarding for different groups using data from the 2019 survey to better understand transit costs. This was done by adding up the fare cost relative to the fare usage including all types of fares, and dividing it by the total number of fare usages, also including all fare types, for that group. An example calculation is included in the table below. This methodology provides a calculation of the average fare cost per boarding for each group, which can help provide insight into the financial burden of transit for different groups relative to the Board policy thresholds.

	Example Group A	Example Group B
Example Total Fare Cost	\$1,500	\$2,000
Example Total Fare Usage	460 Riders	560 Riders
Example Average Fare per Boarding	\$3.26	\$3.57

Title VI Fare Equity Analysis
March 2023

Disparate Impact Analysis

Typically, a disparate impact analysis compares the percentage increase in fares for minority customers with the percentage increase in fares for non-minority customers. In this case, because the current fare is zero, the absolute increase (rather than percentage increase) is used in the analysis, and the results are compared for minority and non-minority customers.

Without mitigation, the fare proposal to return to fares would expect to result in a fare increase for minority customers that is 8% higher for non-minority customers.

Based on the 2019 GoTriangle On-Board Survey data, minority riders had an average fare per boarding of \$1.62, while non-minority riders had an average fare per boarding of \$1.49, which included all fare types used to board the bus. The tables below include the detailed calculations for how each fare type cost affects the average for per boarding amount.

Disparate Impact Analysis

	Minority	Non-minority	No response	System Average
Existing Fare Per Boarding	\$0.00	\$0.00	\$0.00	\$0.00
2019 Average Fare per Boarding	\$1.62	\$1.49	\$1.53	\$1.57
% of System Average Increase	103%	95%	98%	
Difference	+8%			

Race/Ethnic Group Fare Usage per the 2019 GoTriangle On-Board Survey

Row Labels	Minority		Non-minority		No response		All Customers	
Cash	314	68%	129	28%	17	3%	460	100
Day Pass	207	72%	69	24%	13	4%	289	100
7-day or 31-day pass	134	62%	68	31%	14	6%	216	100
Pre-covid GoPass	637	46%	676	49%	57	4%	1370	100
Free senior fare	38	59%	24	38%	2	3%	64	100
Grand Total	1330	55%	966	42%	103	4%	2399	100

Title VI Fare Equity Analysis
March 2023

Race/Ethnic Group Total Fare Cost relative to Fare Usage & Average Cost per Boarding per the 2019 GoTriangle On-Board Survey

Row Labels	Minority		Non-minority		No response		All Customers	
Cash	\$785.0	68%	\$322.50	28%	\$42.50	3%	\$1,150.0	%100
Daypass	\$345.0	72%	\$115.00	24%	\$21.67	4%	\$481.67	%100
7-day or 31-day pass	\$148.8	62%	\$75.56	31%	\$15.56	6%	\$240.00	%100
Pre-covid GoPass	\$875.8	46%	\$929.50	49%	\$78.38	4%	\$1,883.7	100%
Free senior fare	\$0.00	59%	\$0.00	38%	\$0.00	3%	\$0.00	100%
Grand Total	\$2,154.76	55%	\$1,442.5	42%	\$158.10	4%	\$3,755.4	100%

Disproportionate Burden Analysis

Typically, a disproportionate burden analysis compares the percentage increase in fares for low-income customers with the percentage increase in fares for non-low-income customers. In this case, because the current fare is zero, the absolute increase (rather than percentage increase) is used in the analysis, and the results are compared for low-income and non-low-income customers.

Without mitigation, the fare proposal would be expected to result in a fare increase for low-income customers that is 7% higher for non-low-income customers.

Based on the 2019 GoTriangle On-Board Survey data, low-income riders had an average fare per boarding of \$1.63, while non-low-income riders had an average fare per boarding of \$1.51, which included all fare types used to board the bus. The tables below include the detailed calculations for how each fare type cost affects the average for per boarding amount.

Disproportionate Burden Analysis

	Low income	Non-low income	No response	System Average
Existing Fare Per Boarding	\$0.00	\$0.00	\$0.00	\$0.00
2019 Average Fare per Boarding	\$1.63	\$1.51	\$1.57	\$1.57
% of System Average Increase	104%	97%	100%	
Difference	+7%			

Income Group Fare Usage per the 2019 GoTriangle On-Board Survey

	Low income		Non-low income		No response		All Customers	
Cash	218	47%	154	33%	88	19%	460	100%
Daypass	156	54%	94	33%	39	13%	289	100%
7-day or 31-day pass	102	47%	77	36%	37	17%	216	100%

Title VI Fare Equity Analysis
March 2023

	Low income		Non-low income		No response		All Customers	
Pre-covid GoPass	359	26%	800	58%	211	15%	1370	100%
Free senior fare	31	48%	16	25%	17	27%	64	100%
Grand Total	866	36%	1141	48%	392	16%	2399	100%

Income Group Total Fare Cost relative to Fare Usage & Average Cost per Boarding per the 2019 GoTriangle On-Board Survey

	Low income		Non-low income		No response		All Customers	
Cash	\$545.00	47%	\$385.00	33%	\$220.00	19%	\$1,150.00	100%
Daypass	\$260.00	54%	\$156.67	33%	\$65.00	13%	\$481.67	100%
7-day or 31-day pass	\$113.33	47%	\$85.56	36%	\$41.11	17%	\$240.00	100%
Pre-covid GoPass	\$493.63	26%	\$1,100.00	58%	\$290.13	15%	\$1,883.75	100%
Free senior fare	\$0.00	48%	\$0.00	25%	\$0.00	27%	\$0.00	100%
Grand Total	\$1,411.96	36%	\$1,727.22	48%	\$616.24	16%	\$3,755.42	100%

Conclusions

Returning to fares does not trigger disproportionate impact or disparate impact findings. However, GoTriangle staff is committed to exploring voluntary mitigation options to reduce the gap between the low-income and non-low-income groups and the minority and non-minority groups if GoTriangle returns to collecting fares. A description of recommended voluntary mitigation measures are included in the addendum to this report.

Mitigation Addendum

Title VI Fare Equity Analysis March 2023

In Title VI, mitigation refers to actions taken by recipients of federal funding, such as transit agencies, to address any adverse impacts of their programs or activities on individuals or communities protected by Title VI (i.e., those who belong to a race, color, or national origin group). Mitigation measures can include steps to eliminate, reduce, or avoid any discriminatory effects of a program or activity, or to provide compensatory benefits to affected individuals or communities. For example, a transit agency may undertake a fare equity analysis to ensure that its fare policies do not disproportionately burden low-income and minority riders and may implement fare subsidy programs or other measures to address any such disparities. Even though no disproportionate burden or disparate impacts meeting GoTriangle's board-established thresholds were found in the Title VI Fare Equity Analysis, voluntary mitigation strategies are still suggested to minimize the impact of returning to fares on low-income customers and increase usage of the GoPass program by low-income and minority customers.

Mitigation Baseline – Implement Board Approved Fare Capping

In 2019, the Board approved a proposal that would introduce mobile ticketing and fare capping, technology that automatically applies multi-ride discounts for frequent riders rather than requiring riders to purchase multi-ride passes ahead of time. Fare capping sets a maximum limit on the amount each passenger pays for rides within a specific timeframe. This ensures that a rider paying fares incrementally each time they ride does not pay more relative to customers who purchase bulk daily, weekly, or monthly passes in advance. It promotes social equity, affordability, encourages public transportation over private vehicles, reduces traffic congestion and pollution, increases customer satisfaction, and helps to stabilize revenue for transportation agencies.

If GoTriangle returns to fare collection, staff is prepared to launch its mobile ticketing program with fare capping. Riders will have the option to use a smartphone app for payment, or obtain a physical card to access the program. Physical cards and in-app accounts can be pre-loaded with funds online using credit or debit cards, and can be loaded with cash at a network of retail partners including Walmart, Dollar General, and CVS.

Riders will continue to have the option of paying fares with cash without an account, but in that case would not benefit from fare capping discounts.

Mitigation #1 – Create low-income GoPass pilot program through partnerships with Health and Human Services, Housing Authorities, and/or Jobs Access Programs

Providing GoPasses to riders who qualify based on income verification is a key opportunity for GoTriangle to support low-income customers and ensure that public transportation remains accessible for everyone in the community without fare being barrier. These passes would ensure that riders maintain to access job opportunities, medical appointments, and other vital resources that may otherwise become difficult or impossible to reach without affordable, reliable transportation.

GoTriangle did not previously have GoPass partnerships with jobs access programs, low-income housing providers, or major health and human services agencies. Nationally, these agencies are often key purchasers of transit fares and passes to help remove transportation barriers to new job opportunities.

Title VI Fare Equity Analysis
March 2023

GoTriangle staff has already begun exploring the potential for partnerships with agencies serving low-income residents to identify opportunities for collaboration and develop strategies to include them as GoPass customers. If a decision is made to return to fare collection, staff will seek funding for a low-income GoPass pilot program through the county transit plans.

Mitigation #2 – Expand traditional GoPass program to include employers and institutions with higher proportions of minority and low-income employees.

The GoPass is a critical program for GoTriangle's budget and has been successful in supporting ridership for major employers, particularly the region's major institutions including UNC, Duke University, NCSU, and state government. However, historically, non-low-income and non-minorities were more likely to use the GoPass.

If a decision is made to return to fare collection, GoTriangle will broaden the traditional GoPass program to be accessible to more employers (not just large employers) and other types of groups (residential complexes, community groups, etc), and develop strategies to market the program more broadly. GoTriangle will also develop outreach strategies to market the program specifically to lower-wage employers and employees, institutions, and groups with higher ratios of minority populations.

GoTriangle

Project Name: *Return to Fare Public Comment Period*

Project Sponsor: *GoTriangle*

Project Start Date: *3/8/2023*

Prepared by: *Liz Raskopf, Public Engagement Manager*

Date: *4/10/2023*

Table of Contents

Table of Contents

Executive Summary..... 3

Engagement Approach..... 4

Engagement Results..... 7

Appendices..... 14

Executive Summary

GoTriangle suspended fare collection at the beginning of the COVID-19 pandemic, and has committed to continue the fare suspension through at least June 30, 2023.

At its January 2023 meeting, the Board of Trustees voted to instruct staff to begin the process to perform a fare equity analysis and public engagement to inform a future decision by the board on whether or not to reinstate fare collection for FY24.

Staff presented the results of the equity analysis at the March O&F meeting and conducted a 30-day public engagement period between March 8 and April 6. Summaries of the equity analysis and public engagement results are provided below.

- The equity analysis found that while there are differences in usage rates of discount programs by minority and low-income customers compared to non-minority and non-low-income customers, there is no disparate impact and no disproportionate burden identified according to GoTriangle's board-adopted policy definitions.
- Even though no disparate impacts or disproportionate burdens were identified, voluntary mitigation strategies are proposed to maximize access to discount fare programs for minority and low-income customers.
- GoTriangle utilized a combination of online and in-person engagement strategies to obtain input from riders and the general public about the potential to return to fare collection.
- More than 1,000 people provided input to the survey, across a range of demographic categories.
- More than one third of respondents indicated that they ride GoTriangle daily, and another one third indicated that they ride GoTriangle several times per week.
- More than 90% of respondents indicated that reliable transit service is very important to them.
- More than 75% of respondents indicated that they would be willing to pay fares.
- In response to a question about balancing a desire to remain fare free with the need for reliable transit service, nearly two thirds of respondents (59%) expressed support for creating a reduced fare option for low income riders.

Financial Impact

Implementing fares, reinstating and updating the GoPass program, and implementing a GoPass low-income pilot would have a positive financial impact for GoTriangle.

Prior to the pandemic-related fare suspension, GoTriangle received around \$1,000,000 in revenue annually from the GoPass institutional/employer discount fare program, around \$800,000 in revenue from cash fares and passes purchased directly by fixed-route bus riders,

and around \$600,000 from paratransit fares. After a period of transition, GoTriangle would seek to meet or exceed pre-pandemic revenues from fares and GoPass.

Engagement Approach

Purpose

GoTriangle conducted public engagement to share information about trade-offs between fares and reliability with the public and collect feedback on a possible return to fares.

The comment period took place from March 8-April 6, 2023 and focused on reaching current transit riders through online, print and in-person approaches.

Materials

Materials advertising the engagement period emphasized the opportunity to provide input on how GoTriangle should balance fares and reliability. The message and corresponding questions, including demographic questions, were shared via the following materials.

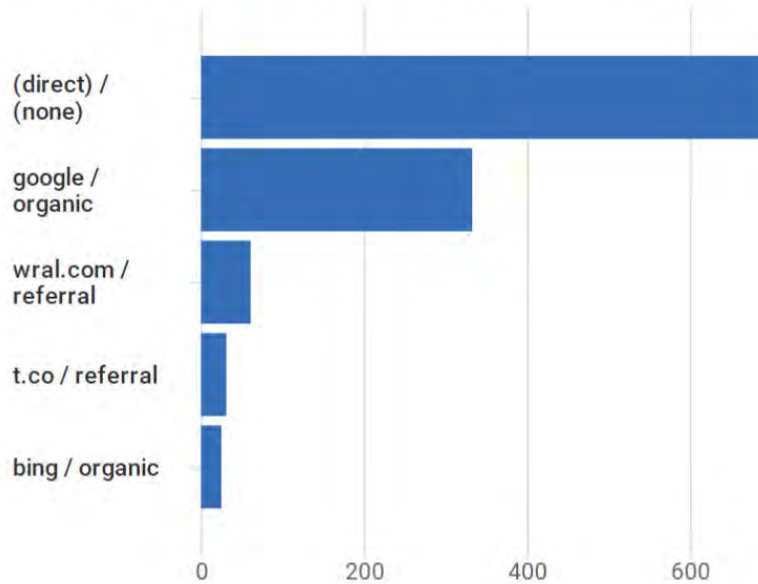
- Website
- Print Survey
- Rider Alerts
- On Bus Announcements
- Social Media

Promotion

Promotion of the survey opportunity focused on current transit riders and was also available to the general public. Digital media included a WRAL segment and article. Riders heard announcements on the bus and interacted with public engagement staff at high ridership stops. Information was also advertised through social media platforms.

All materials pointed people to the website gotriangle.org/faresurvey where they could learn more and complete the survey. The website garnered a total of 1,600 views, including 796 new users. The path that users took to reach the site is as follows, demonstrating that a majority of respondents reached the site through a direct link.

Users by Session source / medium



In addition to website traffic, a number of social media posts on multiple platforms garnered engagement with the topic and access to the survey, as shown below.

Platform	#Posts	Impressions	Engagements
Facebook	6	895	32
Instagram	6	750	16
Twitter	6	2065	95

Events and Activities

The first two weeks of outreach for the return to fare survey was focused on riders who would receive information via rider alerts, on bus announcements and social media. Halfway through the comment period, an analysis was conducted to determine in-person outreach needs.

Based on the response rates at the mid-point, the public engagement team conducted four separate tabling events at high ridership stops. This included:

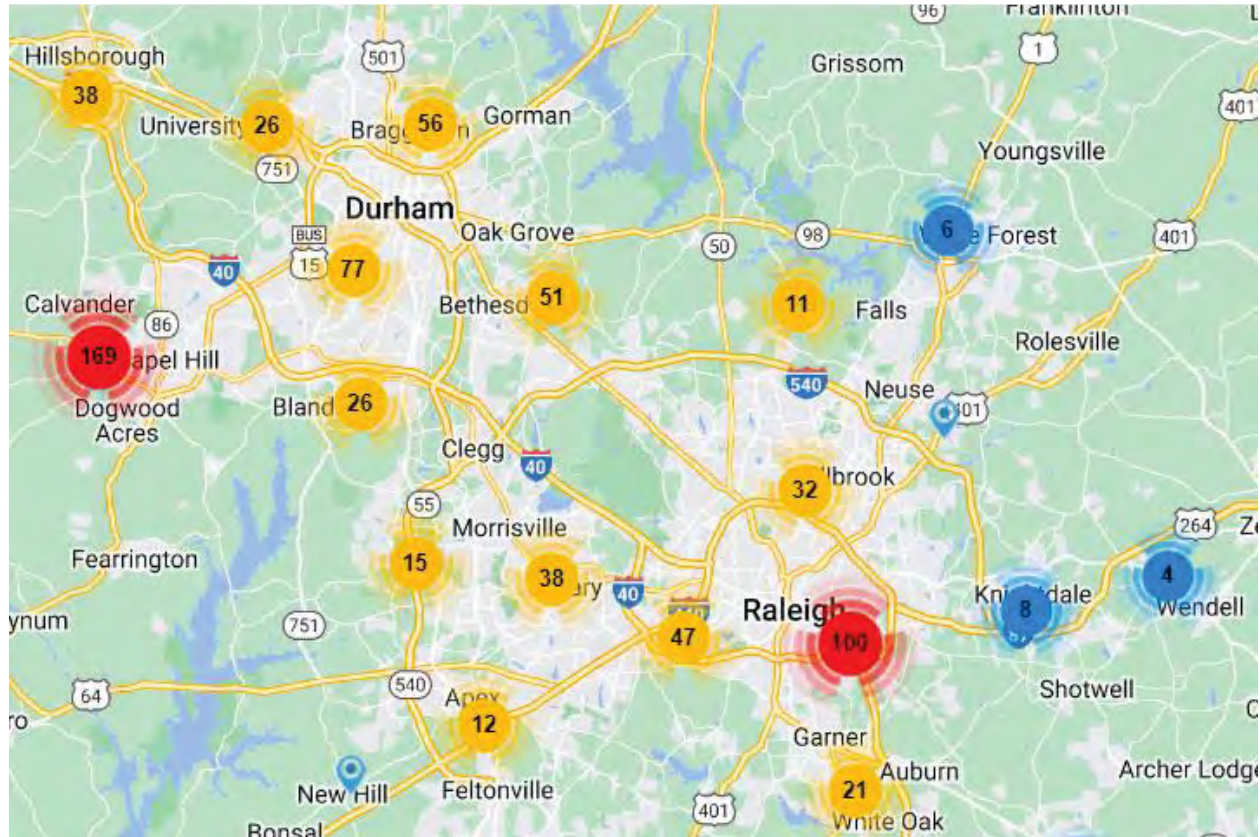
Location	Date
Regional Transit Center	3/31/2023
Durham Station	4/3/2023
UNC Hospital	4/4/2023

Durham Station	4/5/2023
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Riders who interacted with staff at tabling sessions had the opportunity to complete paper surveys and speak directly with staff regarding their opinions. A total of 28 survey responses were collected on paper.

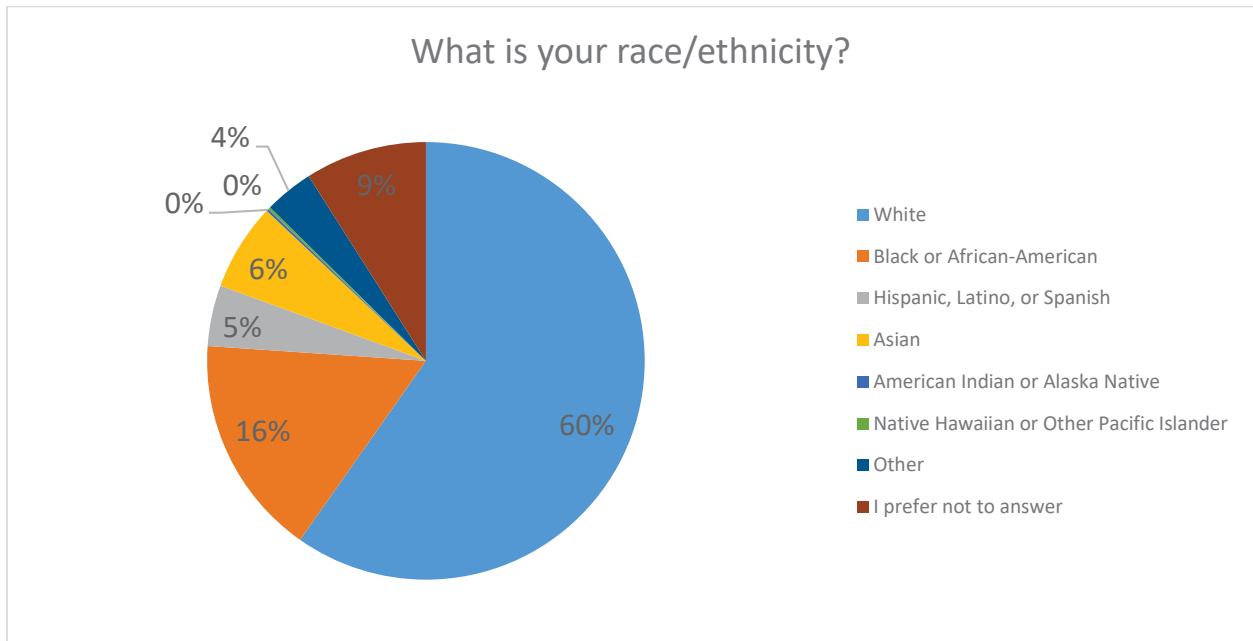
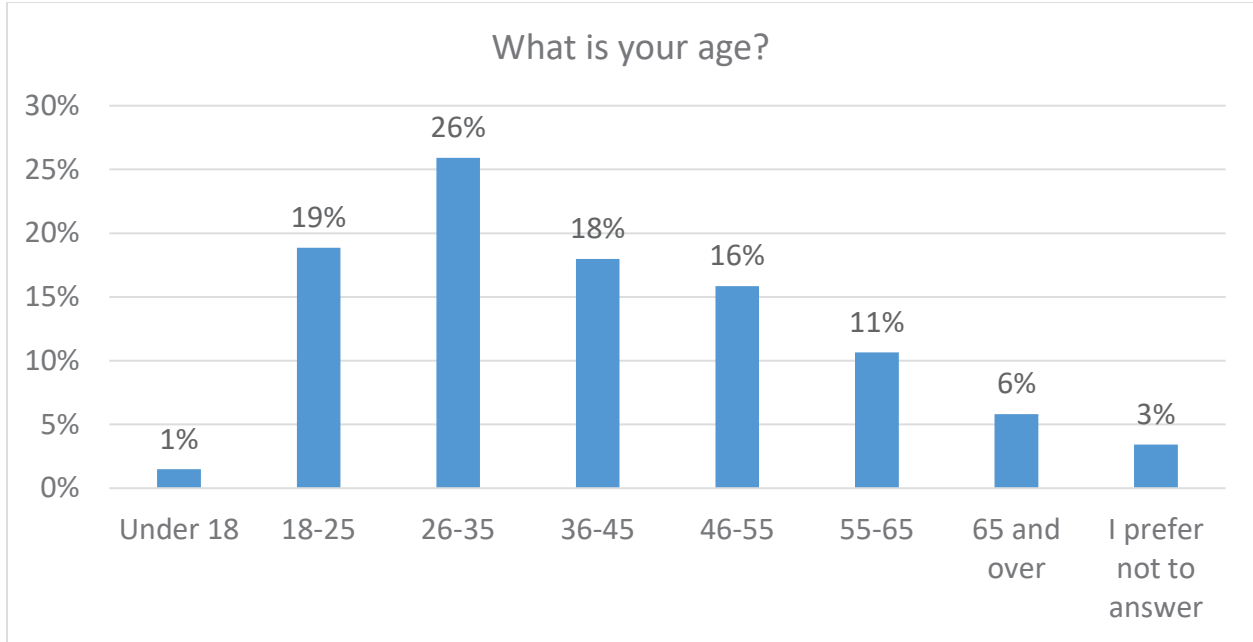
Engagement Results

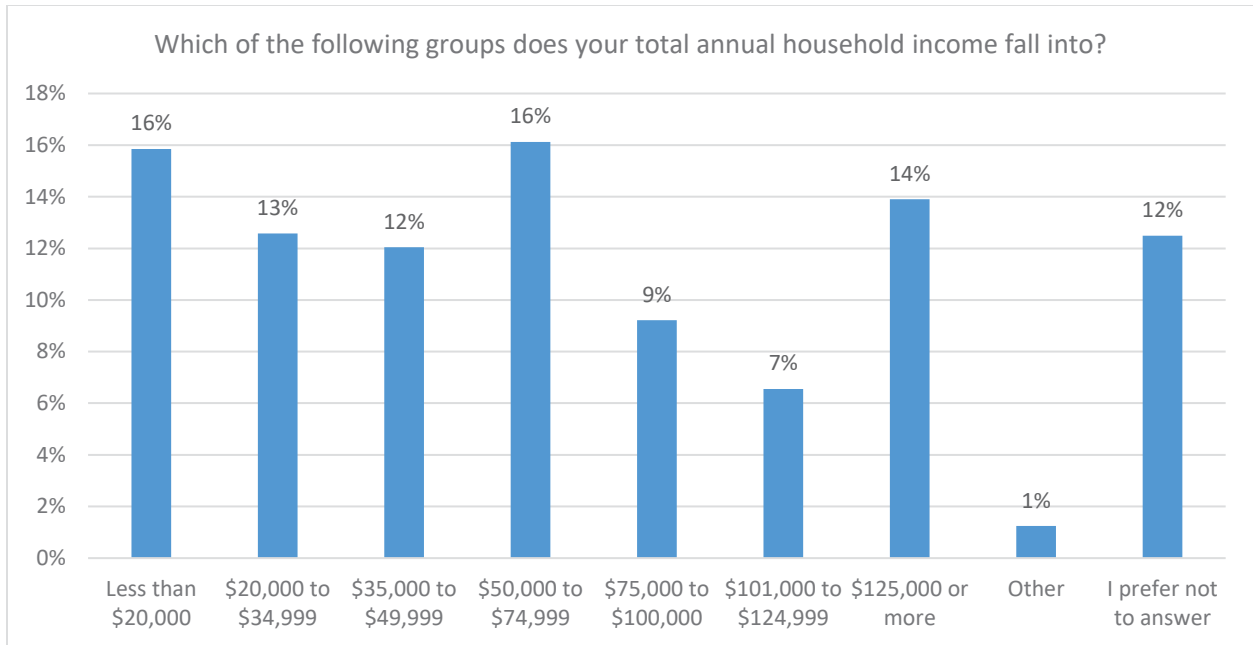
In total, the return to fare public engagement period resulted in 1,149 survey participants from across GoTriangle's service area. The map below shows the spread of survey responses by IP address or self-reported location.



Participant Demographics

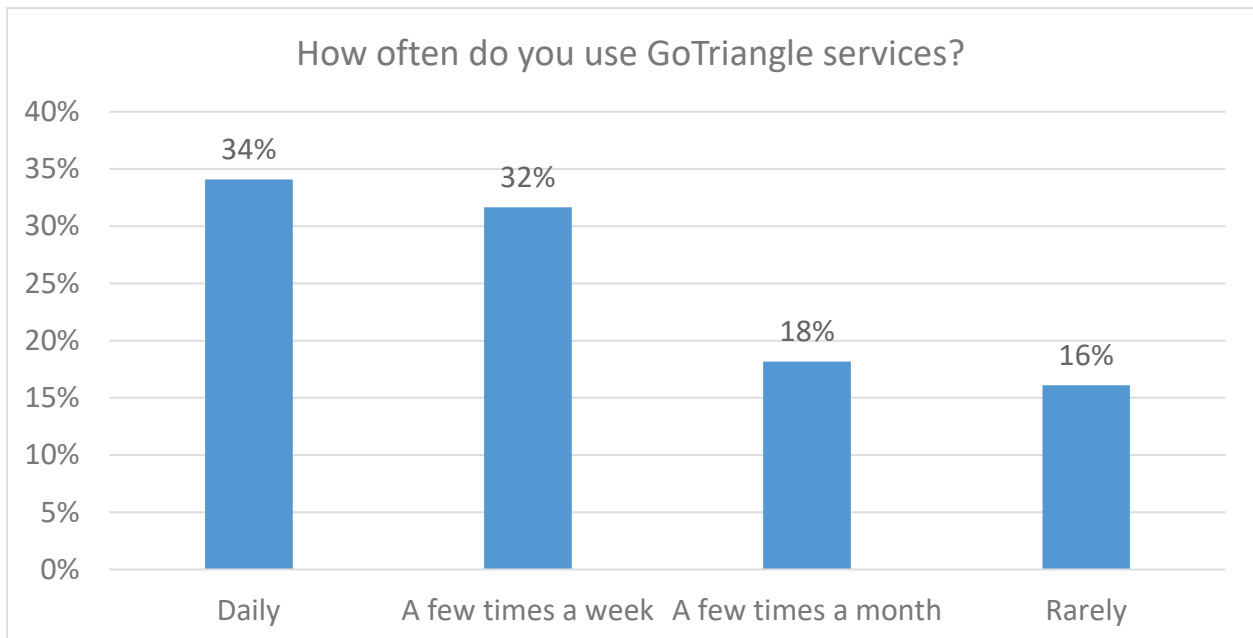
Participants had the opportunity to answer optional demographic questions at the start of the survey, resulting in the following response rates.



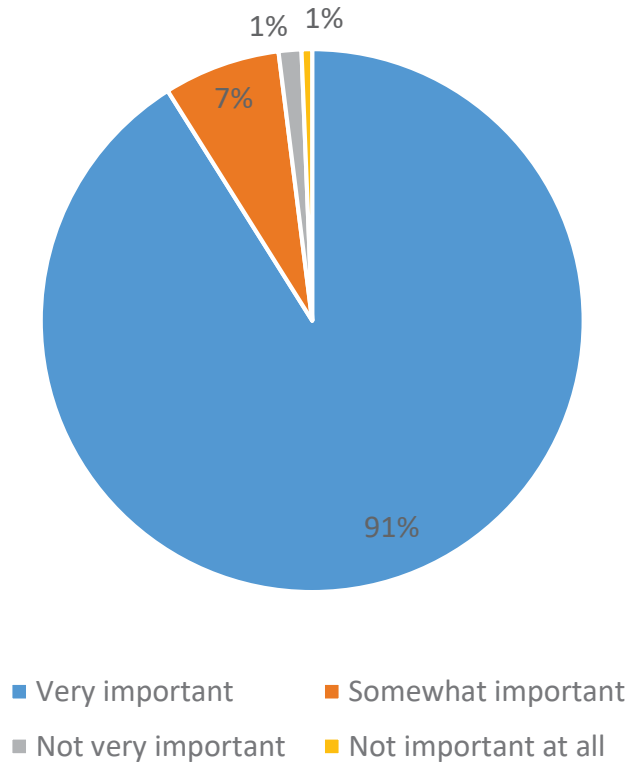


Comment Themes

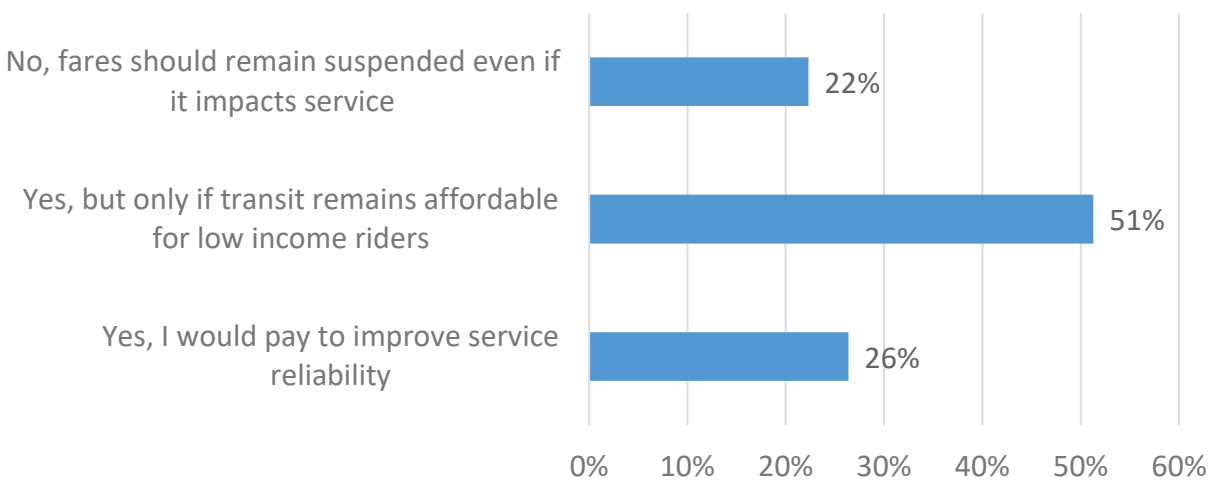
Following the demographic questions, the survey asked 5 project-related questions. Response rates are indicated below.

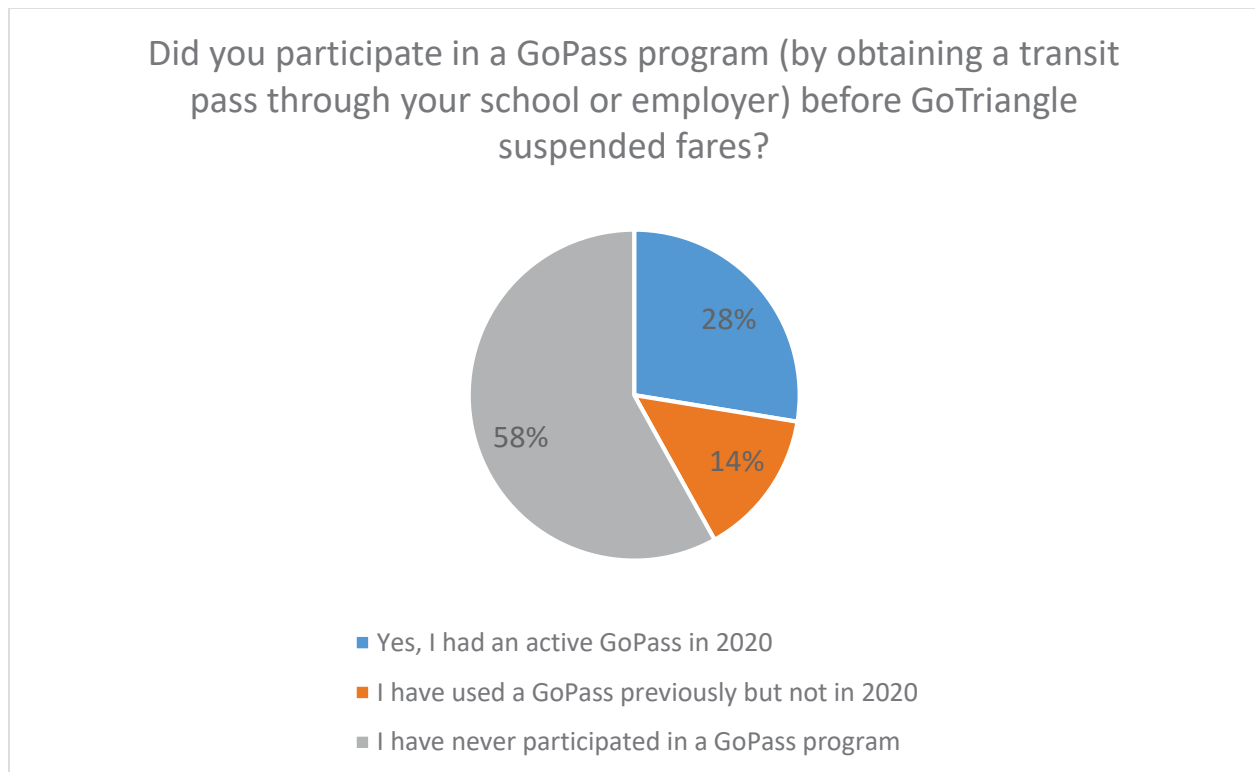
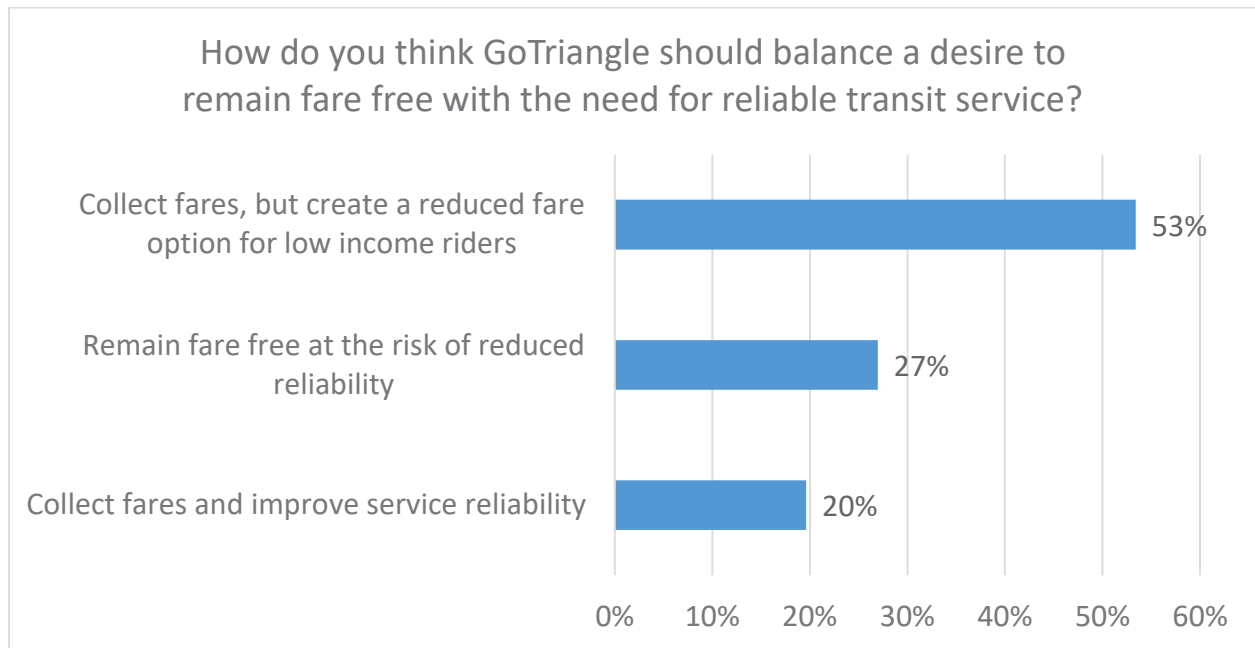


How important is reliable transit service to you?



Would you be willing to pay fares for GoTriangle service if it would result in increased transit reliability?





The following table shows the specific employers indicated, by recurrence of response rates from highest to lowest. At the bottom of the table are counts for employers that had two or

fewer responses or did not result in identifying a specific employer, including “Not employed”, “Retired”, “Unemployed”, “Self-employed”, “Remote” and “N/A”.

Employer	Count
UNC (University, Hospital)	291
NC State University	66
Duke (University, Hospital)	61
State of North Carolina (Budget, DOT, DEQ, DHHS)	24
Wake County (Gov’t., Library Administration, Public Schools, Wake Tech)	13
Located in city of Raleigh	15
RTP	9
Durham County (Gov’t., Library, Human Services, Public Schools, Durham Tech)	8
City of Raleigh	8
Charter Communications	7
Student (unspecified)	6
VA	6
Red Hat	4
Located in Cary	4
RTI	3
North Hills	3
<i>2 or fewer responses</i>	<i>146</i>
<i>Not employed</i>	<i>14</i>
<i>Retired</i>	<i>12</i>
<i>Unemployed</i>	<i>7</i>
<i>Self-employed</i>	<i>5</i>
<i>Remote</i>	<i>4</i>

N/A	68
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Next Steps

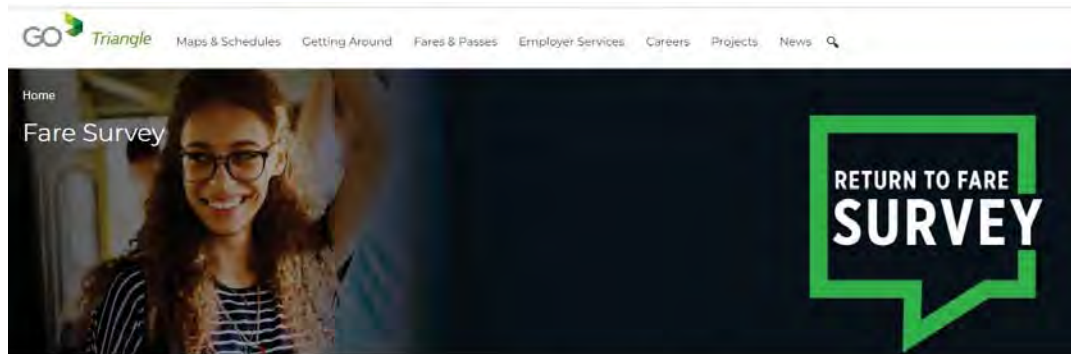
Based on the results of the equity analysis, public engagement, and engagement with GoPass stakeholders and MPO and county funding partners, staff recommends the following framework for reinstatement of fares for use in the event that the Board of Trustees decides to reinstate fare collection in FY24, which will be considered at the April 19th budget work session:

- Implement the proposed fare structure adopted by the Board of Trustees in 2019 for implementation with mobile ticketing, including daily, weekly, and monthly caps on fares paid by each rider
- Update GoPass program goals to include reducing barriers to access; responding to all-day travel demand, hybrid work, and varied commute patterns; and providing stable revenue for long-term GoTriangle bus service reliability, restoration, and expansion
- Seek funding from the Durham, Orange, and Wake transit work plans to implement a multi-year GoPass pilot program for low-income riders
- Defer implementation of fare restoration to January 1, 2024, to provide adequate time to secure funding and implement the GoPass low-income pilot, ensure seamless restoration of GoPass for pre-pandemic partners, and communicate with riders

Appendices

Materials

Website



Return-to-Fare Rider Engagement Survey |

GoTriangle temporarily suspended fares during the COVID-19 pandemic to support the community. Despite our desire to keep supporting the community with free transportation, we know that fare collection provides important funding for the transit system to maintain reliable service. As a regional public transportation authority, GoTriangle does not have the statutory authority to raise taxes, without legislative approval, to increase revenue as do city-run transit agencies.

If GoTriangle does not return to charging fares, the agency could lose over \$10 million over the next five years. Without fare collection, GoTriangle may have to reduce services and staffing, resulting in longer wait times, increased crowding and reduced route frequencies. As we prepare to make an informed decision about whether to resume collecting fares, your feedback is critical.

Print Survey

Return to Fare Engagement

Filling out the following demographic questions is **OPTIONAL**, but they will be extremely helpful in ensuring the **FAIRNESS** and **EQUITY** of our engagement. The questions are not listed in any particular order.

What is your age?

- ☐ Under 18
☐ 18-25
☐ 26-35
☐ 36-45
☐ 46-55
☐ 56-65
☐ 66 and over
☐ I prefer not to answer

What is your race/ethnicity?

- ☐ White
☐ Black or African-American
☐ Hispanic, Latino, or Spanish
☐ Asian
☐ American Indian or Alaska Native
☐ Native Hawaiian or Other Pacific Islander
☐ Other
☐ I prefer not to answer

Which of the following groups does your total annual household income fall into?

- ☐ Less than \$20,000
☐ \$20,000 to \$34,999
☐ \$35,000 to \$49,999
☐ \$50,000 to \$74,999
☐ \$75,000 to \$100,000
☐ \$101,000 to \$124,999
☐ \$125,000 or more
☐ Other
☐ I prefer not to answer

1. How often do you use GoTriangle services?

- ☐ a. Daily
☐ b. A few times a week
☐ c. A few times a month
☐ d. Rarely

2. How important is reliable transit service to you?

- ☐ a. Very important
☐ b. Somewhat important
☐ c. Not very important
☐ d. Not important at all

3. Would you be willing to pay fares for GoTriangle service if it would result in increased transit reliability?

- ☐ a. Yes, I would pay to improve service reliability
☐ b. Yes, but only if transit remains affordable for low income riders
☐ c. No, fares should remain suspended even if it impacts service

4. How do you think GoTriangle should balance a desire to remain fare free with the need for reliable transit service?

- ☐ a. Collect fares and improve service reliability
☐ b. Remain fare free at the risk of reduced reliability
☐ c. Collect fares, but create a reduced fare option for low income riders

5. Did you participate in a GoPass program (by obtaining a transit pass through your school or employer) before GoTriangle suspended fares?

- ☐ a. Yes, I had an active GoPass in 2020
☐ b. I have used a GoPass previously but not in 2020
☐ c. I have never participated in a GoPass program

6. If employed, who is your current employer? (Knowing where our riders work helps us plan to better serve your needs.)

 Name _____
 Email _____
 Address _____

Social Media





Fare Change Proposal
Board of Trustees
May 22, 2019

GOALS

Fare Integration Study



Improve Regional
Coordination



Balance **Revenue** and
Ridership Goals



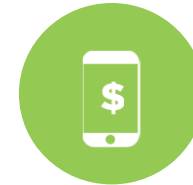
Improve **Passenger**
Experience



Improve **Pass Distribution** &
Sales



Make Transit An
Affordable Option



Explore New
Fare Technologies

GO FORWARD
A COMMUNITY INVESTMENT IN TRANSIT

WHY THE CHANGE?

Proposed Fare Change



Regional coordination and simplification – The Wake Bus Plan developed service proposals at the regional scale. An easy-to-message regional fare structure removes barriers and confusion for passengers traveling across the region using different systems.



Issues with Current Pricing Structure – The 7-day pass is currently underpriced (based on pass usage data) and 31-day pass holders are overpaying for transit.



Improving the Customer Experience – The fare recommendation simplifies regional travel, offers free boardings to seniors (65+), makes express routes more accessible to price sensitive passengers, offers fare capping as a benefit, and introduces mobile ticketing—making transit a more attractive option for many.

GO FORWARD
A COMMUNITY INVESTMENT IN TRANSIT

HOW IS IT DIFFERENT?

Proposed Fare Structure

Current GoTriangle Fare Structure			Proposed GoTriangle Fare Structure	
Fares	Regional	Express	Fares	Regional
Single Ride	\$2.25	\$3.00	Single Ride	\$2.50
Day Pass	\$4.50	\$6.00	Day Pass	\$5.00
7-Day	\$16.50	\$22.00	7-Day	\$24.00
31-Day	\$76.50	\$102.00	31-Day	\$80.00
Discount Single Ride	\$1.00	\$1.25	Discount Single Ride	\$1.25
Discount Day Pass	\$2.00	\$2.50	Discount Day Pass	\$2.50
Discount 7-Day	\$7.50	\$9.25	Discount 7-Day	\$12.00
Discount 31-Day	\$34.00	\$42.50	Discount 31-Day	\$40.00

QUESTIONS/CONCERNS RAISED DURING PUBLIC OUTREACH AND BY THE BOARD

Proposed Fare Structure



Proposed price increase for 7-day pass is too high

Staff amended the fare change proposal and is recommending an incremental price increase for the 7-day pass-- \$20 in FY20 and then revisiting an increase to the recommended \$24 in FY21.



Does an increase in price negatively impact low income passengers?

Based on staff's analysis, more low income passengers benefit from the fare proposal than are negatively effected.



Will the stored value card still be available and easier to purchase?

The stored value card will continue to be available to customers and will be available at third party retailers, transit centers, and via smart phone (as will all fare media).



What is the cost of collecting fares/will mobile ticketing help save money?

Mobile ticketing helps reduce costs associated with printing paper tickets (roughly \$20k/year is spent on card stock), and repairs to the farebox. More purchases made via smart phone mean less wear and tear on fareboxes, which—at \$20k a piece to replace and \$100k spent annually on repair—could result in significant savings.

HOW IS IT DIFFERENT?

Proposed Fare Structure (amended)

Current GoTriangle Fare Structure			Proposed GoTriangle Fare Structure	
Fares	Regional	Express	Fares	Regional
Single Ride	\$2.25	\$3.00	Single Ride	\$2.50
Day Pass	\$4.50	\$6.00	Day Pass	\$5.00
7-Day	\$16.50	\$22.00	7-Day	\$24.00 \$20.00
31-Day	\$76.50	\$102.00	31-Day	\$80.00
Discount Single Ride	\$1.00	\$1.25	Discount Single Ride	\$1.25
Discount Day Pass	\$2.00	\$2.50	Discount Day Pass	\$2.50
Discount 7-Day	\$7.50	\$9.25	Discount 7-Day	\$12.00 \$10.00
Discount 31-Day	\$34.00	\$42.50	Discount 31-Day	\$40.00

GO FORWARD
A COMMUNITY INVESTMENT IN TRANSIT

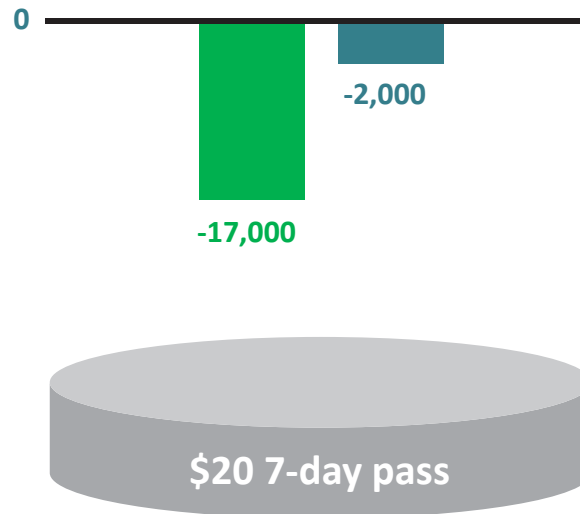
RIDERSHIP AND REVENUE IMPACTS

Proposed Fare Structure



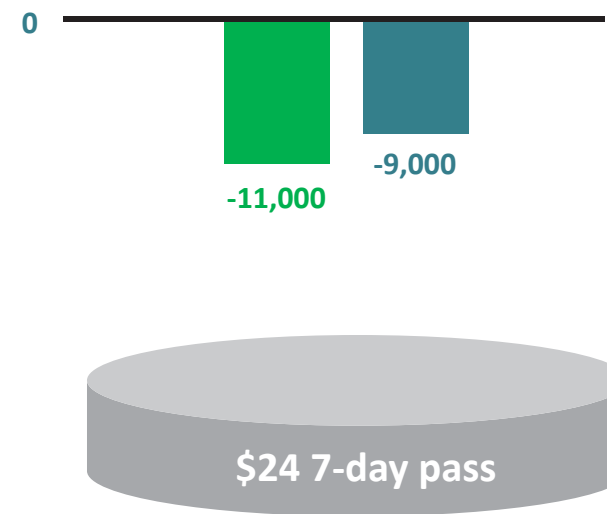
Estimated Revenue loss

Reducing the cost of the express pass, offering free boardings for seniors and fare capping, all reduce farebox recovery. An increase in the base fare helps keep revenue loss to a minimum (0.6%).



Estimated Ridership loss

Ridership impact estimates are based on changes in pass pricing alone and do not consider possible positive effects of mobile ticketing, increased availability of fares, and fare structure simplification.



GO FORWARD
A COMMUNITY INVESTMENT IN TRANSIT

COMMENTS RECEIVED DURING PUBLIC OUTREACH

August 2019



Implement free senior boardings in conjunction with partner agencies



Coordinate internally



Build technology platform (using approved fare structure) with chosen mobile ticketing vendor



Restructure GoPass program

COMMENTS RECEIVED DURING PUBLIC OUTREACH

Implementation Early 2020



Implement mobile ticketing and fare capping



Pursue new sales partnerships



Implement proposed fare structure



Expand GoPass program

GO FORWARD
A COMMUNITY INVESTMENT IN TRANSIT

Next Steps

- ▶ **Board Approval**
- ▶ **Technology Procurement**
- ▶ **Implementation Planning**
- ▶ **Marketing and Outreach Activities**

GO FORWARD

A COMMUNITY INVESTMENT IN TRANSIT

MEMORANDUM

TO: GoTriangle Board of Trustees
FROM: Planning and Capital Development
DATE: May 12, 2023
SUBJECT: Durham Transit Plan

Strategic Objective or Initiative Supported

1.2 Pursue service improvements and expansion opportunities

Action Requested

Staff requests that the Board of Trustees approve the Durham Transit Plan.

Background and Purpose

The presentation will include the final recommended Transit Plan. The final Transit Plan was released for public comment in December 2022. Public comments received are attached. The Durham Board of County Commissioners held a public hearing at the May 8, 2023 Board of Commissioners meeting. The Durham BOCC is scheduled to consider the plan for adoption on May 22, 2023. If approved by the Durham BOCC, the plan will be considered for approval by the GoTriangle Board of Trustees and DCHC MPO Board.

The Durham Transit Plan assumes a continued allocation of a 50% portion of GoTriangle's vehicle rental tax to the plan. The Durham transit governance ILA and the plan documentation acknowledges that future allocations of the vehicle rental tax after FY23 shall be subject to the sole discretion of the GoTriangle Board of Trustees approval.

Staff has evaluated the potential financial impact of discontinuation of the allocation of rental tax to the plan. Better than anticipated half-cent sales tax revenue compared to the recommended Durham Transit Plan is estimated to offset the vehicle rental revenue that was included in the plan. It is currently expected that no adjustments would be needed to the projects programmed in the recommended Durham Transit Plan if the removal of the vehicle rental tax as a local revenue source for the plan does occur. Procedurally, if the GoTriangle Board of Trustees elects to retain the rental tax for FY24 and/or future years, the Durham Transit Plan would be updated in the future to reflect the new revenue assumptions.

Financial Impact

None

Attachments

- Durham Transit Plan

Staff Contacts

- Katharine Eggleston, keggleston@gotriangle.org
- Sandra Freeman, sfreeman@gotriangle.org





Durham Transit Plan

Durham County Transit Plan Recommended Final Plan

May 2023

Adopting Agencies



Partnering Agencies



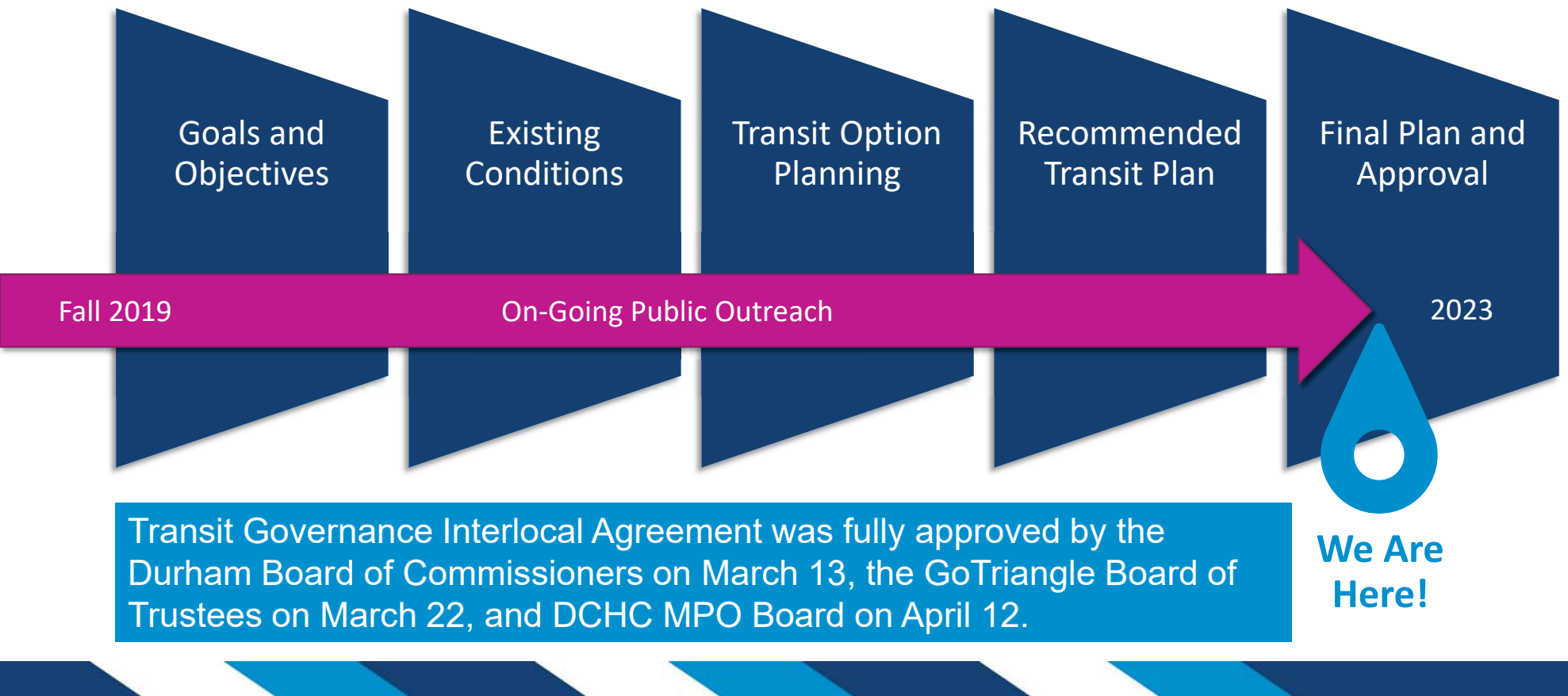
What is the Durham County Transit Plan?

The Durham County Transit Plan is an investment plan for the public transportation (transit) system in the County. The plan will decide how we invest, spend, expand, and prioritize our public transit system using sales tax and fee revenues raised in Durham County.

In 2011, Durham County voters approved a half-cent sales tax to fund public transit improvements in Durham. This Transit Plan update is required by State law to determine how to use the transit sales tax funds for transit expansion over the next 20 years, through 2040. This plan does not include all transit or transportation revenues in Durham.



The Durham County Transit Plan Process



Recommended Final Durham County Transit Plan



Recommended Transit Plan – Key Themes

Improve the Current System	More Projects Sooner	Connect the Region with Quick and Reliable Service	Better Experience at Stops and Stations
More 15-minute bus service	Bus stop improvements	Next steps for regional service connecting Durham to the Triangle	Bus stop improvements
Evening/weekend service	GoDurham and GoTriangle Paratransit (ACCESS) study and improvements	Better on-time performance of buses	Safer access to bus stops
More crosstown routes	GoDurham Connect (Microtransit) zones	Transit signal priority for buses	Improve Transit Centers

Recommended Transit Plan

Enhance and Extend Bus Service



Improves all GoDurham routes to come every 30 minutes or sooner (some routes coming every 15 minutes), extends service to run later at night during the week and weekends, and certain GoTriangle routes come more often and run later at night.

Quick and Reliable Regional Connections



Includes Durham County's financial contribution to build and begin running regional, fast, and reliable service improvements.

Bus Stop Improvements & Transit Centers



Enhances existing bus stops and transit centers with accessible landing pads at all stops, and benches, shelters, signage, lighting, and sidewalks at certain bus stops.

More Routes Going More Places



Adds new crosstown routes to go more places, sponsors vanpools, and adds GoDurham Connect (microtransit) zones.

Faster, More Reliable Bus Service



Includes projects to help buses stay on schedule such, as traffic signal improvements, bus-only lanes, and a study for potential bus rapid transit (BRT).

Paratransit Improvements

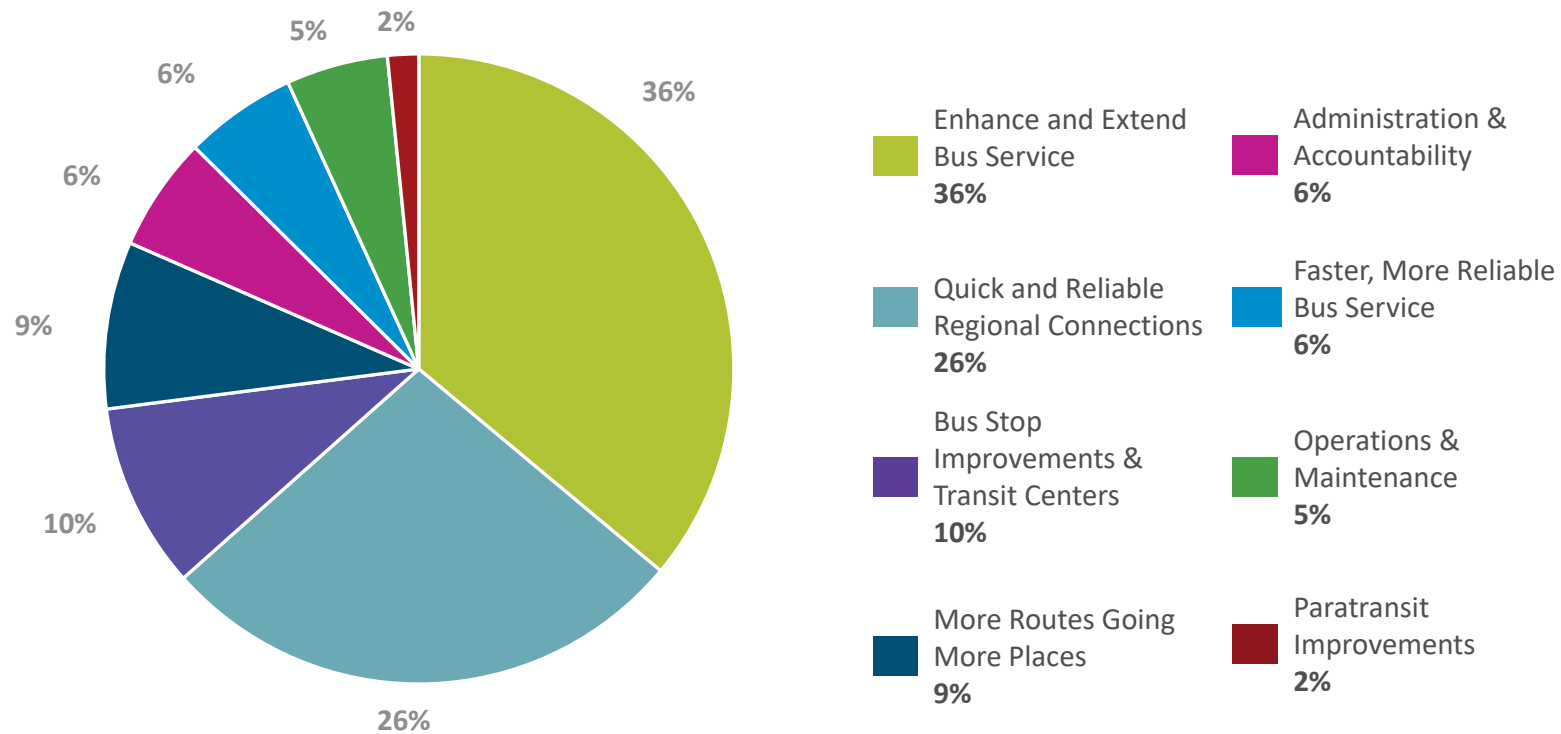


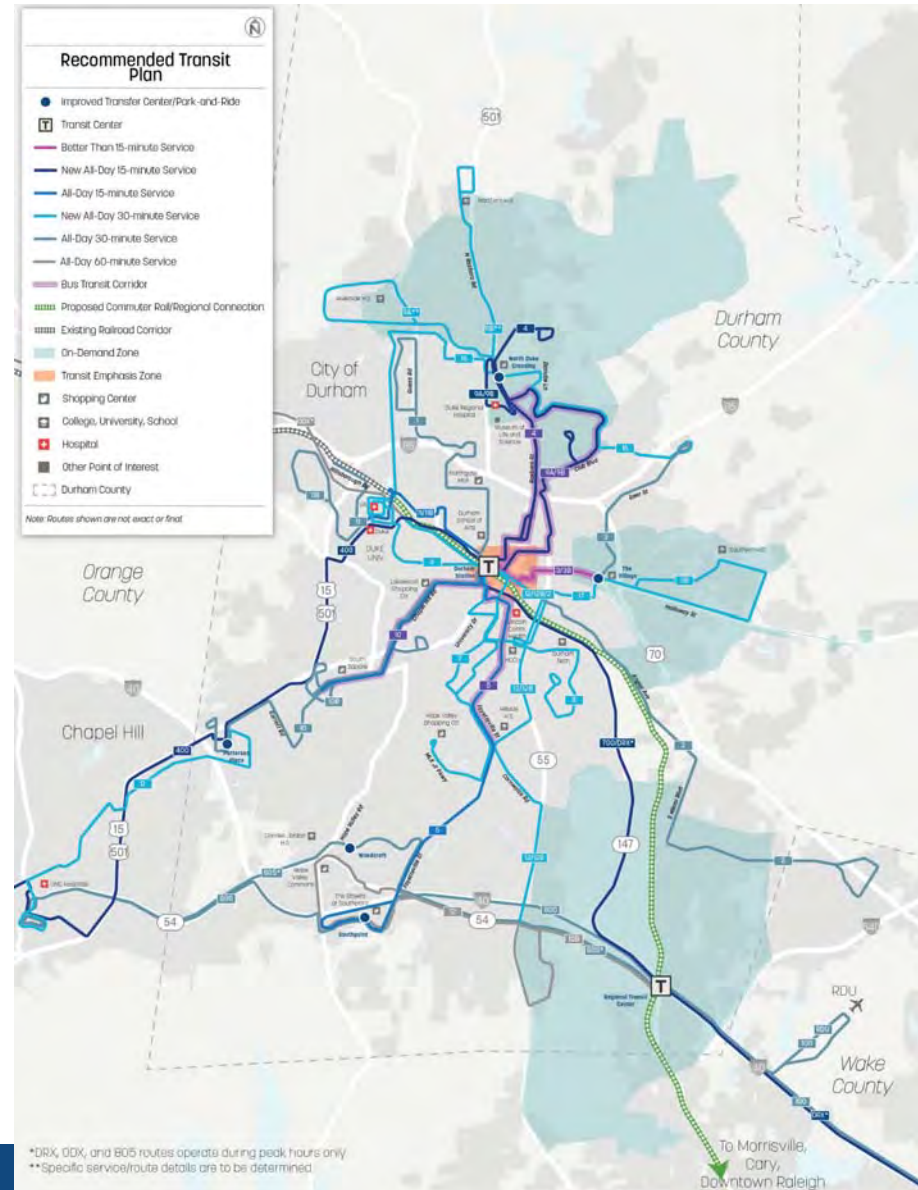
Includes GoTriangle and GoDurham paratransit (ACCESS) service improvement study, further improvements/expansion, and food access for seniors shuttle.

What is Included in the Recommended Transit Plan


Projects were grouped into buckets based on the public priorities from the first and second phases of outreach.

The following slides show—in more detail—what is included in each bucket.






Edits and Additions to the Final Recommended Plan

- Changed “Commuter Rail” to “Quick and Reliable Regional Transportation Connections” throughout the document. The Financial Model was not changed and reflects the previous assumed cost of Commuter Rail.
 - Added pursuing FRA/NCDOT funding for incremental intercity passenger or freight rail improvements as a potential strategy for Commuter Rail.
 - Added to the description of Bus Rapid Transit in the Unfunded Projects section including an example project.
 - Added a description of how to fund Electric Buses and Fare Free Transit through Transit Plan, federal, local, and/or other funding sources.
 - Enhanced the Implementation and Performance Metrics section.
- 

Quick and Reliable Regional Transportation Connections

- Commuter Rail Decision
 - Governance ILA: Durham Board of Commissioners must approve any cost-share agreement and any appropriation of Durham County Transit Plan revenues in the work program for the next steps for the project.
 - Capital Area MPO and GoTriangle Board of Trustees would also need to approve the next steps and funding agreements.
 - Joint MPO Subcommittee meetings and BOCC discussions and updates
 - Decision expected summer 2023
- Bus Rapid Transit
 - FY24 Work Program funds study led by DCHC MPO
 - Recommendations would be added to the next Durham County Transit Plan update and any appropriation of funding would occur through the work program.

What is Next

- Public hearing at Durham County Board of Commissioners – May 8
 - Adopt the Durham County Transit Plan
 - May 22: Durham County Board of Commissioners
 - May 24: GoTriangle Board of Trustees
 - June 12: DCHC MPO Board
 - Approval of the FY 24 Annual Work Program
 - June 12: Durham County Board of Commissioners
 - June 28: GoTriangle Board of Trustees
 - Adopt Comprehensive Participation Agreement and Policies and Procedures Manual to support the Transit Governance Interlocal Agreement – May/June
- 

Questions?



April 2023

CEO's Monthly Executed Contracts

The CEO shall have the power and authority without Board approval but within budgetary and other limitations established by the Authority, to enter into and execute contracts for and on behalf of the Authority for construction, alterations, supplies, equipment, repairs, maintenance, and services; and for the purchase, sale, or lease of any property. The CEO shall report monthly to the Board the actions taken pursuant to this authority.

GoTriangle Purchasing Threshold Matrix/Approval Levels

Construction/Repair Projects					Professional And Non-Professional Services (Incl. Oper. Leases & IT)				Purchase and Lease/Purchase Apparatus, Supplies, Materials and Equipment			
<u>Cost Threshold</u>	<\$10,000	\$10,000 - <\$50,000	\$50,000 - <\$500,000	\$500,000 and above	<\$10,000	\$10,000 - <\$50,000	\$50,000 - <\$250,000	\$250,000 and above	<\$10,000	\$10,000 - <\$90,000	\$90,000 - <\$250,000	\$250,000 and above
<u>BID AND SOLICITATION PROVISIONS:</u>												
<u>Bid/Proposal Type</u>	N/A	Informal Bid	Formal Bid	Formal Bid	N/A	Informal Quotes/RFP	Formal RFP	Formal RFP	N/A	Informal Bid	Formal Bid	Formal Bid
<u>Number of Bids Required</u>	One or more	Attempt To Get 3 or more bids	Attempt To Get 3 or more bids	3 required on 1st ad, if 2nd ad--no specific requirement	One or more	Attempt To Get 3 or more quotes	Attempt To Get 3 or more proposals	Attempt To Get 3 or more proposals	One or more	Attempt To Get 3 or more bids	Attempt To Get 3 or more bids	Attempt To Get 3 or more bids
<u>Advertisement on Website</u>	No	\$30K and over	\$30K and over	Required 7-full days prior to bid opening	No *** (see NOTES below)	\$30K and over, 14- days prior to due date	14-days prior to due date	14-days prior to due date	No	Yes	Required 7-full days prior to bid opening	Required 7-full days prior to bid opening
<u>CONTRACT HANDLING AND APPROVAL PROVISIONS:</u>												
<u>Contract and Routing Required?</u>	>\$3,500 PO Required	Yes	Yes	Yes	>\$3,500 PO Required	Yes	Yes	Yes	>\$3,500 PO Required	Usually PO	Usually PO	Usually PO
<u>Approval By</u>	Dept / Manager	Dept / Director CEO	Dept / Director CEO	Board	Dept / Manager	Dept / Director CEO	Dept / Director CEO	Board	Dept / Manager	Dept / Director CEO	Dept / Director CEO	Board
<u>Executed By</u>	Dept / Manager	CEO	CEO	CEO	Dept / Manager	CEO	CEO	CEO	Dept / Manager	CEO	CEO	CEO

FUNDING SOURCES

All Federal Funding Procurements Shall Go Through the Procurement Department Regardless Of Dollar Amount

NOTES:

MWBE/DBE GOOD FAITH EFFORTS ARE REQUIRED FOR ALL OF THE ABOVE.

*** ALL PROFESSIONAL DESIGN SERVICES (architectural, engineering, design, surveying, & construction management at risk) ARE REQUIRED TO BE ANNOUNCED (ADVERTISED AT ANY DOLLAR LEVEL) – Non- Professional Services do not need to be advertised at this dollar amount. (However, for projects where the professional service fee is less than \$50,000, GoTriangle can exempt itself in writing with approval by the CEO for locally funded projects. Submit requests to Procurement Department.)

Gasoline, Diesel Fuel, Alcohol Fuel Motor Oil or Fuel Oil	No \$ Limits	Attempt To Get 3 or more quotes	Approval CFO
GS 143-129 Gas, Fuel and Oil- Purchases of Gasoline, Diesel Fuel, Alcohol Fuel, Motor Oil, Fuel Oil or Natural Gas are not subject to the formal bidding requirements. These purchases are subject to the informal procedures of GS 143-131. Informal threshold is \$30,000-\$90,000			

March 2023-Monthly Executed Contracts Report (<250K)

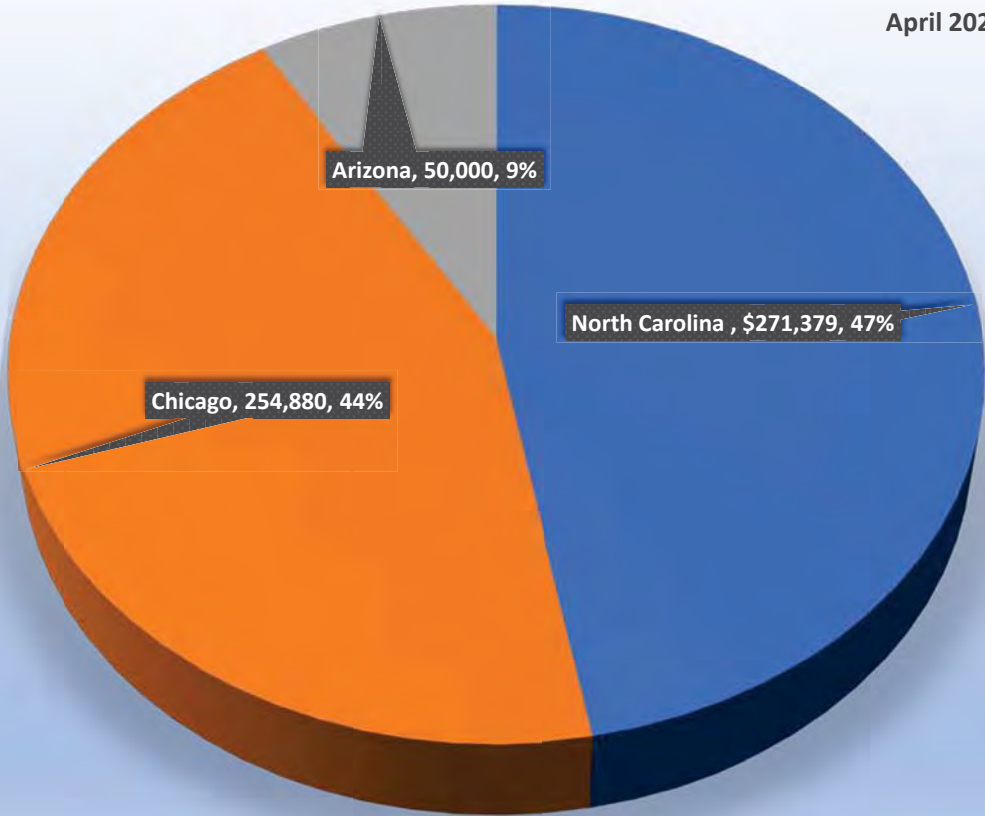


Contract #	Contractor (or subject if no contract listed)	Location	Contract Amount	Subject	DBE/MWBE/Hub Business	COMMENTS	CEO Executed Date
1116	Luminator Technology, Inc	28818 Network Place Chicago, IL 60673	\$10,020.00	Maintenance	N/A	Maintenance	4/3/2023
1118	Get Spiffy, Inc.	4506 S Miami Blvd Suite 150 Durham, NC 27703	\$184,500.00	Maintenance	N/A	Maintenance	4/4/2023
22-066A	Nelson/Nygaard	PO Box 71181 Chicago, IL 60694	\$244,860.29	Professional Services	N/A	Task Order	4/5/2023
1126	Velocity Truck	PO Box 29650 Phoenix, AZ 85038	\$50,000.00	Bus Parts	N/A	Blanket PO	4/18/2023
23-016	Tracy Kimbrell Government Affairs, LLC.	Affairs, LLC 2009 Fairview Rd. PO Box 6431 Raleigh, NC 27628	\$65,000.00	Lobby Services	N/A	Legal	4/20/2023
1134	Creative Business Interiors	8720 Fleet Service Drive Raleigh, NC 27617	\$21,879.13	Services	N/A	Remodel	4/26/2023

Total

\$576,259.42

April 2023 Contract Awards by State



- North Carolina
- Chicago
- Arizona



Connecting all points of the Triangle

HUMAN RESOURCES BOARD REPORT – MAY 2023

NEW HIRES

TYRONE GREEN- TRANSIT OPERATOR
NORDA BROWN- TRANSIT OPERATOR
LUIS VELEZ- TRANSIT OPERATOR
AASEEM PHILIPS - TRANSIT OPERATOR
JENNY BAREFOOT-TRANSIT OPERATOR

SERVICE AWARDS

DAVID KAZANJIAN- SAFETY AND SECURITY COORDINATOR- 25 YEARS

PROMOTIONS

WENDY MALLON – DIRECTOR OF STRATEGIC COMMUNICATIONS AND MARKETING
BRIAN ANDREWS- ASSISTANT DIRECTOR, TRANSIT OPERATIONS
AUDRA FOREE – SENIOR MANAGER, REGIONAL PARTNERSHIPS

RECRUITING

DIESEL MECHANIC
DIRECTOR OF HUMAN RESOURCES
MECHANIC INTERN
MAINTENANCE MANAGER
PARATRANSIT OPERATOR I
SERVICE ATTENDANT
TRANSIT OPERATOR



MEMORANDUM

TO: GoTriangle Board of Trustees
FROM: Planning and Capital Development
DATE: May 9, 2023
SUBJECT: Capital Projects Status Report

Strategic Objective or Initiative Supported

2.4 Ensure an attractive and accessible transit environment

Action Requested

None

Background and Purpose

The Wake, Durham, and Orange transit plans and the GoTriangle Capital Improvement Program include funds to support planning, development, and delivery of transit capital infrastructure projects ranging from bus stop amenities to commuter rail infrastructure. This report includes a brief snapshot of the status, upcoming activities, and notable risks to on-time/on-budget delivery for active capital projects. The report is organized into the following sections:

- Bus Passenger Facilities
- Bus Operations and Maintenance Facilities
- Rail Transit Infrastructure Development

This report is updated monthly. New/updated information from the previous month's report is shown in underlined green text.

Financial Impact

None

Attachments

- None

Staff Contact

- Katharine Eggleston, 919-485-7564, keggleston@gotriangle.org

Bus Passenger Facilities

Projects Under Construction

Bus Stop Improvements In Wake County (various)

Description – The Wake Transit Plan includes funding for improvements at existing and new GoTriangle bus stops throughout Wake County. GoTriangle has also secured supplemental federal funding through CAMPO's Locally Administered Projects Program for this project.

Bus Stop Improvements in Durham County (various)

Description – This project includes site selection, design, and construction of passenger amenities at GoDurham and GoTriangle bus stops in Durham County. The current pipeline of funding provides for construction of 50-75 stops per year.

GoTriangle Bus Stop Improvements in Orange County (18GOT CD12)

Description – This project includes site selection, design, and construction of passenger amenities at up to 10 bus stops in the GoTriangle system within Orange County.

Phase	Wake	Durham	Orange
Planning	0	106	0
Design	56	49	2
Permitting	1	14	0
Real Estate	6	19	0
Bid Ready	3	18	0
Under Construction	0	7	3
Complete	16	79	4
On Hold/Suspended	2	62	1
Total in Program	84	354	10

Projects in Design

Patterson Place Improvements (18GOT CD4)

Description – Nearly 200 riders per day board buses at the existing transfer point and park-and-ride served by GoTriangle route 400 and GoDurham routes 10 and 10A. This project includes new and additional concrete shelter pads and shelters at Witherspoon Boulevard and McFarland Drive. Improvements include: landscaping, curb-radius improvement to allow buses to turn right from southbound Witherspoon Boulevard onto westbound McFarland Drive to reduce bus travel time and serve additional future park-and-ride spaces.

Status – Signed plans have been obtained from the City of Durham. Real estate acquisition activities are underway. Staff is preparing the construction bid package.

Upcoming Activities – GoTriangle will complete necessary right-of-way acquisition activities and schedule the project for construction. [The Board of Trustees is scheduled to consider a](#) FY23 Q4 transit plan amendment to secure full local funding for construction.

Cost Risk – Scope modification and rising construction costs are pushing the cost estimate over budget. Staff is considering structuring the bid package to include an alternate that can be removed if necessary to conform the project cost to available budget in the event that bids are high on the base scope.

Hillsborough Park-and-Ride (18GOT CD8)

Description – This project includes site selection, real estate acquisition, design, and construction of a permanent park-and-ride for GoTriangle route ODX in Hillsborough. Park-and-ride utilization at the current leased lot for the ODX in Hillsborough is approximately 15 spaces per day. The original plan for the new lot included 35-50 spaces across two parcels of land; right-of-way for the full facility was acquired, however due to increased construction cost estimates, the scope was reduced to 31 spaces to allow for some growth in utilization while deferring full build-out to a future phase.

Status – Staff and outside counsel have identified the need for additional real estate agreements related to use of property that had previously been identified as an existing undeveloped right-of-way within the site. Orange County staff has concurred with GoTriangle’s procedural steps to resolve. The design is currently awaiting to advance through the plan approval process with Orange County once the property issue resolution is complete. The Real Estate consultant is engaged in acquisition of necessary easements and resolution of property issues with the undeveloped right-of-way.

Upcoming Activities – Following final resolution of real estate issues, staff will proceed with obtaining plan approval.

Schedule Risks – As noted above, a need for additional real estate agreements was identified during site plan review. Coordination with Orange County to resolve this is ongoing. The schedule for plan approval and turnover of the project to Orange County for construction is dependent on resolution of the real estate issues.

District Drive Park and Ride Improvements (TC002-AI)

Description – This project includes design and construction of improvements at the park and ride lot located on District Drive. These improvements could include expansion of the lot, new lighting, and new amenities.

Status – [Kickoff meeting held on April 12, 2023.](#)

Upcoming Activities – [Design procurement.](#)

Raleigh Union Station Bus Facility (TC002-A)

Description – This project includes publicly-funded design and construction of an eight-bay off-street bus facility and related transit access improvements adjacent to Raleigh Union Station in downtown Raleigh, in conjunction with a privately-funded mixed-use development above the bus facility. The project was awarded a \$20 million BUILD grant from the US Department of Transportation (USDOT).

Status – Joint development agreements are in place and the project is underway. Activities completed this month:

Design

* [GoTriangle completed 60% design comment resolution](#)

* [Design Review Consultant added Safety and Security subconsultant](#)

Construction

* [Developer planning for transition of contractor teams from Clancy & Theys to JMA in order to maintain control of the project site in preparation for Phase 2 construction start](#)

Cost Estimates

* [Developer updated cost estimate for Transit project and introduced plans for Value Engineering steps to conform cost estimates to available budget](#)

Project Schedule

* [Developer updated initial proposal schedule for Transit project to being Phase 2 construction in Fall 2023 including permitting and other critical path items while maintaining BUILD grant schedule milestones](#)

Environmental

* [Developer and GoTriangle sent completed final comments on Brownfields Agreement to DEQ for review](#)

Upcoming Activities –



* [FTA Quarterly meeting in Atlanta](#)

* [Value Engineering](#)

* [Finalize integrated master program schedule for critical path to construction for Phase 2](#)

Schedule Risks – The sunset date for federal BUILD funds is September 30, 2025; continued progress on critical path activities is necessary to ensure eligible costs are incurred and reimbursed by FTA before that date. [Beginning Phase II construction activities for the bus facility in Fall 2023 is critical.](#)

Cost Risks – Continued design advancement is critical to obtain a more detailed basis to refine cost estimates and obtain a clear cost risk profile for the project. [The initial 60% cost estimate for the bus facility is higher than budget, and Value Engineering effort is underway.](#) Key cost risk areas are primarily materials and labor price fluctuations. [BUILD Grant scope modifications requested in 2022 are still under review for approval by USDOT, and additional scope changes under consideration as part of the Value Engineering effort may require USDOT approval.](#)

Priority Bus Stop Safety Improvements in Durham (21GOT CD02)

Description – This project provides funding for design and construction of improvements to GoTriangle bus stops serving a high volume of passengers located on high-speed NCDOT roadways. Improvements could include, but are not limited to, construction of bus stop ADA pads, shelters, benches, bus pullouts and appropriate tapers, sidewalk, curb and gutter, curb ramps, crosswalks, pedestrian median refuge islands, appropriate safety signage, pedestrian signal heads and complimentary traffic signal modifications, and other complimentary or supporting roadway modifications. An initial pilot location has been identified on NC 54 west of the I-40 interchange.

Status – [Traffic signal warrant analysis study completed and sent to NCDOT. Design consultant is awaiting comments from NCDOT.](#)

Upcoming Activities – Consultant will continue to coordinate with NCDOT and GoTriangle [to complete design.](#)

Projects in the Planning Phase

Downtown Apex Transfer Point Improvements (TC002-AK)

Description – This enhanced transfer point in downtown Apex will facilitate regional connections and will serve multiple routes and agencies (GoTriangle 305, GoTriangle 311, and GoApex Route 1). It will also provide amenities such as large shelters, passenger information systems, benches, trash cans, and bike racks. The proposed location for the transfer point will be near the intersection of N Mason Street and Old Mill Village Drive, in downtown Apex. The project includes pedestrian access improvements in the vicinity of the transfer point by completing sidewalk gaps on the east side of Mason Street between Center Street and Old Raleigh Road. In addition, a pedestrian study will be completed and crossing improvements will be made if warranted and not already completed by the Town.

Status – Scope coordination with Town of Apex is complete, [and GoTriangle is working to engage a design consultant.](#)

Upcoming Activities – GoTriangle staff will be undertaking a NEPA evaluation and coordinating with FTA, [and will initiate design.](#)

Priority Transit Access Improvement, US 15-501 at Eastowne (22GOTCD01)

Description – This project aims to provide transit access improvements at the intersection of US 15-501 & Eastowne Drive in Chapel Hill, Orange County. This location will serve three developments, a new Wegman's grocery which will soon be open to the public; UNC Healthcare facilities under construction; and the newly renovated State Employees Credit Union (SECU) building (formerly the Blue Cross Blue Shield building). Together, these destinations will employ over 2,500 people along a core GoTriangle regional route (400),

which provides all day, every day transit connections to Durham, Patterson Place/New Hope Commons, and Downtown Chapel Hill/UNC. This location will also be served by route 405, which provides direct connections to Durham and Carrboro during peak periods.

Status – [DCHC MPO has selected the project to receive federal funding; the administrative process necessary to flex the funds to FTA so that GoTriangle can access them is underway.](#) GoTriangle has initiated preparation of NEPA documentation.

Upcoming Activities – [Complete preparation of NEPA documentation and initiate design.](#)

Regional Transit Center Feasibility Study (TC002-N)

Description – The Regional Transit Center (RTC) is the primary hub for GoTriangle regional bus services connecting Wake, Durham, and Orange Counties. The current location of the RTC on Slater Road in Durham creates overlapping routes leading to inefficiency. This feasibility study is evaluating location options that improve route efficiency and improve passenger amenities.

Status – GoTriangle’s consultant progressed revised feasibility study report and draft NEPA checklist. Coordination with Research Triangle Foundation (RTF) on next steps for Triangle Metro Center (TMC) site is underway. Staff participated in kick-off of RTF-led site study. Staff preparing task order for environmental due diligence and schematic design, to be coordinated with RTF-led site study. [Staff participated in site visit with RTF master site planning consultants.](#)

Upcoming Activities – Complete contracting process for environmental due diligence and schematic design. Continued participation with RTF-led site study. [Close out feasibility / NEPA / Concurrence / Grant Support Task.](#)

Schedule Risks – The primary risk to continued progress is securing funding to implement the project.

GoDurham Tactical Bus Stop Amenities (21GOT_DC03)

Description – Purchase and installation of seating, solar lighting, and real-time arrival signs at locations identified through customer requests and staff analysis of bus stops with existing conditions suitable for quick implementation.

Status – [GoTriangle received approval from City of Durham Transportation Department to proceed with installation of two-seat benches at five bus stop locations in Bragtown. City Public Works recently placed concrete landings and sidewalks at these locations in preparation to accommodate benches and/or future shelters and other amenities.](#)

Upcoming Activities – [Install two-seat benches at five designated locations in Bragtown. Continue coordination with City of Durham on other locations for two-seat benches, solar lights, and real-time signs.](#)



Bus Operations and Maintenance Facilities

Projects in the Close-Out Phase

Paratransit Office Space Upfit (TC002-J)

Description – This project will upfit office space and the parking lot at the Plaza building to facilitate moving Paratransit operations from the Nelson Road Facility.

Status – Final walkthrough is complete. Move-in is complete. Field Training for the installation of the valve-control box held onsite. Circuit installation for the new Motorola workstations within the bus and radio rooms were installed and tested. [Motorola equipment training is complete.](#)

Upcoming Activities – [Database monitors to be moved to alternate locations per management request. GoTriangle staff will confirm IT has adequate network capability ports available. Final acceptance certificate to be sent from Motorola to confirm GoTriangle's approval of equipment installation.](#)

Projects in the Planning Phase

Regional Fleet and Facilities Study (CD-21-19 A)

Description – This study includes three components: (1) assessing fleet and maintenance facility needs for GoDurham and developing a conceptual design for these needs, (2) assessing fleet and maintenance facility needs for GoTriangle and developing a conceptual design for these needs, and (3) planning for potential regional electric bus charging infrastructure and other potential shared operations and maintenance resources for GoTriangle and partners in the region. The scope of services includes planning, conceptual design, and cost estimating to assess needs for expansion of existing maintenance facility sites and evaluate up to four alternative sites for new facilities for GoDurham and GoTriangle. The Study will identify potential expansions and alternatives to current utilization of existing facilities that will improve cost-efficiency and provide responsive services.

Status – GoTriangle Facilities Study: GoTriangle staff provided update to P&L committee on schematic design and budget, and a plan to initiate design for the Nelson Road Expansion and Modernization project. GoDurham Facilities Study: GoTriangle directed its real estate consultant to reach out to 4th and 5th highest scoring sites [for the GoDurham paratransit facility](#) for rights of entry given continued challenges with obtaining rights of entry for top scoring sites. Study consultant is undertaking quality control review and revising program schedule with subconsultant. [Study consultant completed test fit of additional GoDurham paratransit site. GoTriangle Fleet Study: GoTriangle compiled and transmitted future route data for analysis by study consultant for GoDurham and GoTriangle. Finalized draft zero-emission transition plan and presented update to O&F Committee in April.](#)

Upcoming Activities – Delivery and review of draft GoTriangle Nelson Road BOMF renovation and expansion schedule. Delivery and review of draft GoDurham Fay Street BOMF renovation and expansion schedule and cost estimate. Continue GoTriangle fleet composition analysis. Continue GoDurham fleet composition analysis. Following approved rights of entry, consultant to complete site visits at three potential GoDurham Paratransit Sites and one expansion parcel for Fay Street and complete Tier 2 site evaluation for Paratransit. Following completion of fleet analysis tasks, consultant to complete regional electric charging analysis.



Rail Transit Infrastructure Development

Greater Triangle Commuter Rail Study (19GOT CO2/20GOT CD1/TC004-A)

Description – The current phase of study is evaluating the potential for new commuter rail service in the North Carolina Railroad Company (NCRR) corridor in Durham, Wake, and Johnston counties, and will refine the project definition; engage community members, municipalities, and institutional stakeholders; and better understand critical project success factors. In coordination with project partners, GoTriangle will conduct preliminary engineering analysis in areas of concern along the corridor, model rail traffic on the corridor with the inclusion of commuter rail to better define infrastructure needs, and better refine cost and ridership estimates.

Status – Phase II of the GTCR Feasibility Study continues to progress through coordination with project partners. GoTriangle continues discussions of implementation challenges and opportunities for addressing risks to implementation with the PMC and Project Partners. GoTriangle completed a 45-day public comment period for the feasibility study results. Technical work for the original phase 2 scope of the feasibility study is now complete, however supplementary work to evaluate and document options for phased implementation continues.

Upcoming Activities – Presentations to elected boards and associated engagement is anticipated to continue throughout 2023. A decision-making process regarding whether or how to move forward with regional passenger rail service is planned for the second quarter of 2023. Presentations will emphasize that an initial phase of implementation between Raleigh and Ellis Rd carries significantly more risk to project delivery than does an initial phase of implementation between Raleigh and the Auburn Station in Garner, due to the kind and level of coordination needed to deliver commuter rail service between Raleigh and Cary in particular. Stakeholders within the roughly 8-mile segment between Raleigh and Cary include Norfolk Southern, CSX, Amtrak, and NCDOT, which funds and plans the Piedmont service between Raleigh and Charlotte.

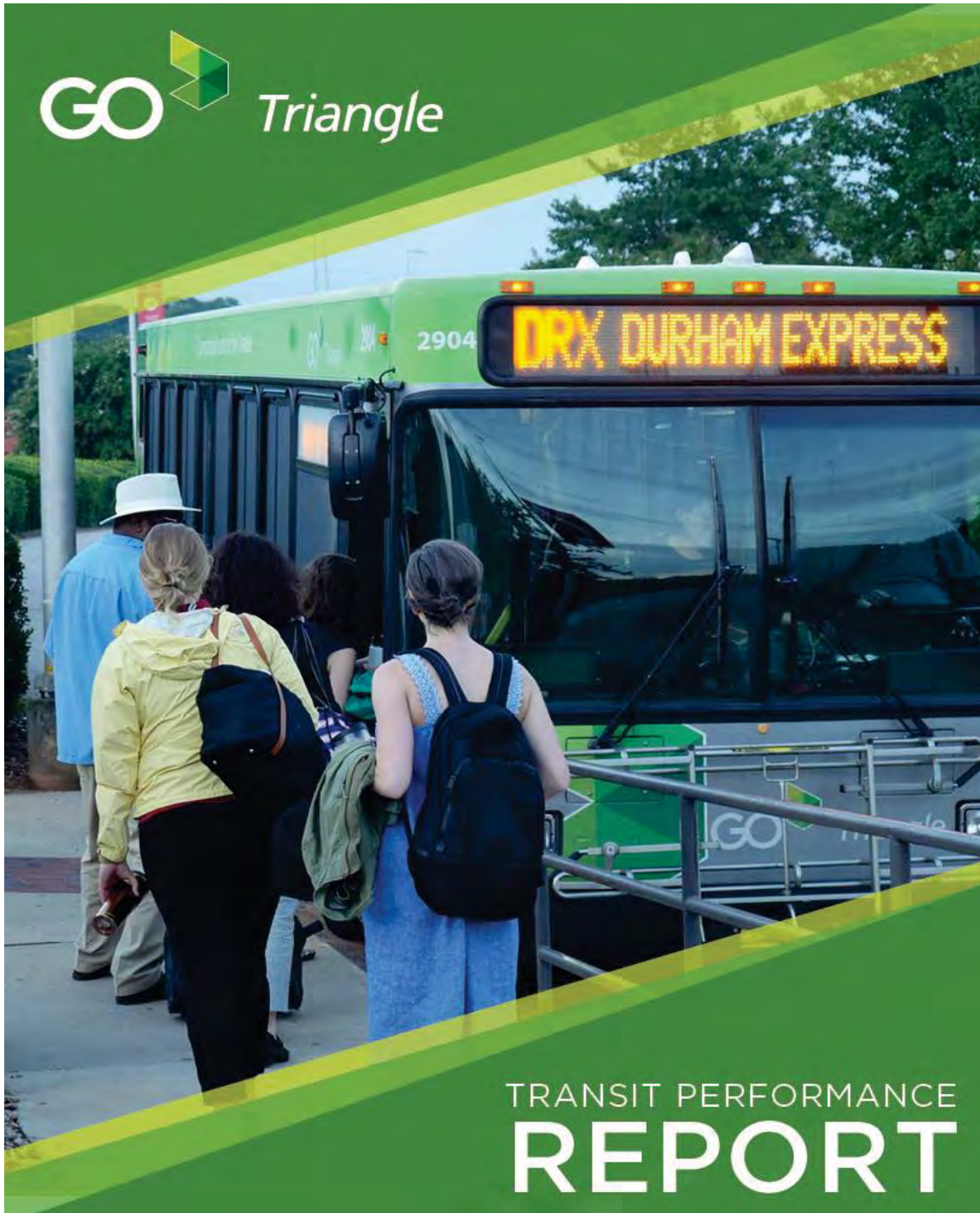
Schedule Risks – Schedule risk related to the finalization of the remaining feasibility study deliverables is now largely mitigated, as the technical work for the original phase 2 scope has been completed and parties are engaged in extending the MOU for early project development by one year. However, interest in various implementation strategies has generated significant supplementary work, which may lead to another phase of study prior to a decision on implementation.

Cost Risks – Updated cost estimates are in excess of the \$1.4-\$1.8B range identified during Phase 1 of the feasibility due to rapid construction cost escalation in the past two years, additional infrastructure requirements resulting from rail network modeling and related negotiation, design for engineering solutions to engineering constraints identified in the feasibility study. Additional cost risks include quantification of necessary levels of contingency required to address FTA risk management guidelines, and emerging interest in evaluation of additional off-peak service and level boarding. There are no cost risks regarding this phase of study. An additional phase of study would require an additional funding commitment.

Project Delivery Options – Consistent with the original intent of the study to support regional decision-making on whether and how to move forward with commuter rail, and in response to rising cost estimates, other challenges identified in the feasibility study, and emerging stakeholder interest, the feasibility study summary report will include an assessment of impediments to project delivery, opportunities for accelerated implementation, and a discussion of options to proceed with development of a starter service while continuing to plan for future service in other parts of the corridor. Based on stakeholder input to date, the options for an initial phase of service that are being evaluated include: (1) West Durham to RTP, (2) Ellis Road or RTP to Raleigh Union Station, and (3) Raleigh Union Station to Auburn.



April 2023



TRANSIT PERFORMANCE
REPORT



Fixed Route

Consists of vehicles operating
along a defined route on a
consistent schedule

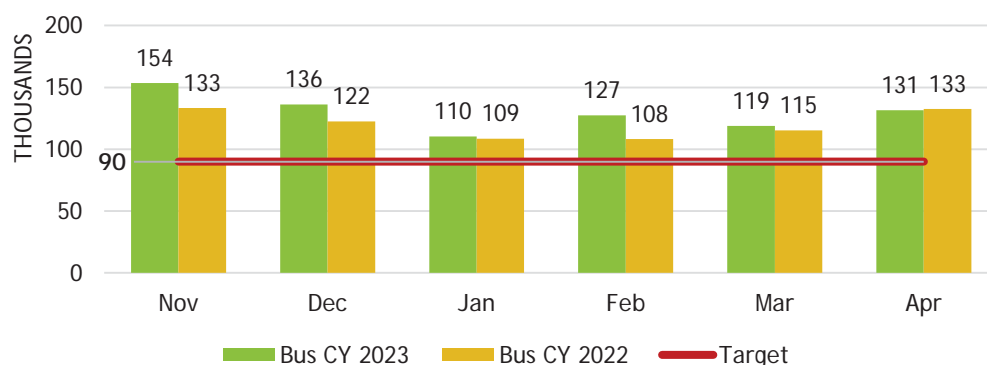
Fixed Route Year-to-Year Summary

	YTD 2023	YTD 2022	Apr 2023	Apr 2022
Passenger Boardings	1,330,363	1,202,609	123,790	126,218
Passengers/Revenue Hour	16.1	10.7	14.5	14.1
On-Time Performance	83.6%	85.9%	82.2%	84.4%
Total Mechanical Failures	156	148	17	15
Mean Distance Between Failures	117,474	53,648	65,390	25,754
Bus Total Miles	1,762,113	1,976,867	196,171	206,030
Collisions per 100,000 Revenue Miles	0.73	0.00	1.90	0.61
Verified Complaints per 100,000 Passengers	3.5	0.0	6.5	0.0

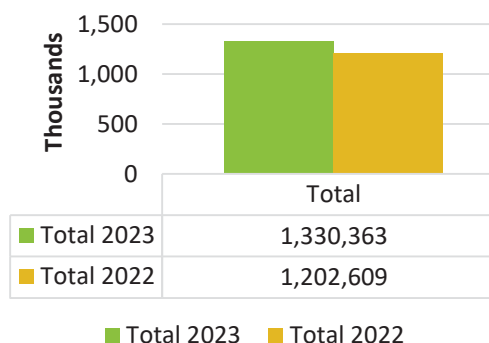
Passenger Boardings

- ▶ Defined as the number of times passengers board public transportation vehicles
- ▶ All years shown are the fiscal year of the latest month

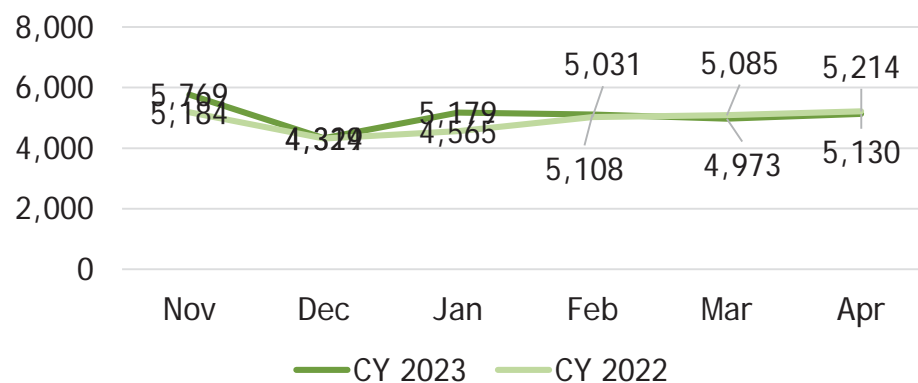
Monthly Passenger Boardings



Total

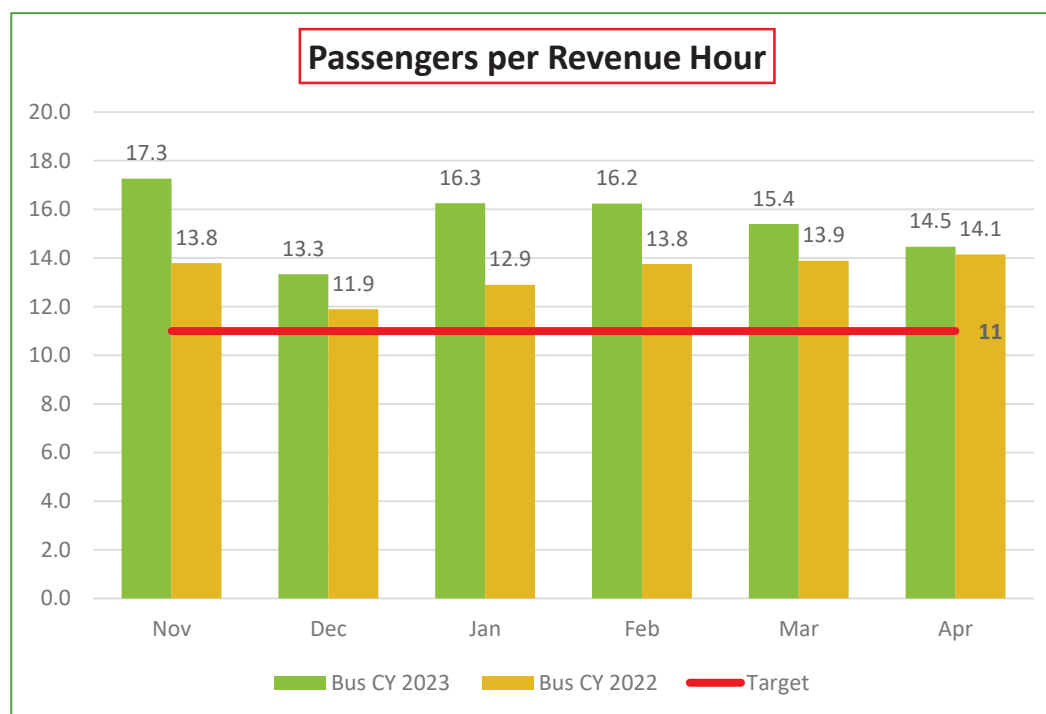


Average Weekday Passenger Trips



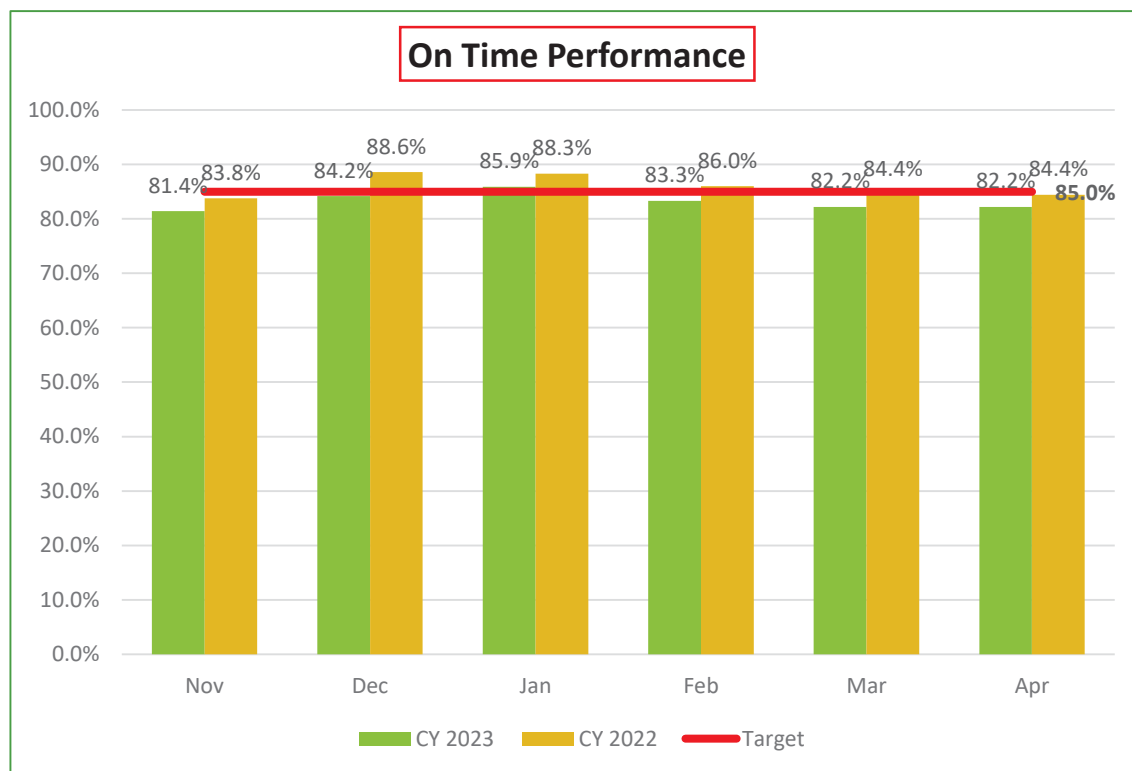
Passengers per Revenue Hour

Measures total fixed route bus ridership, divided by total fixed route bus revenue service hours



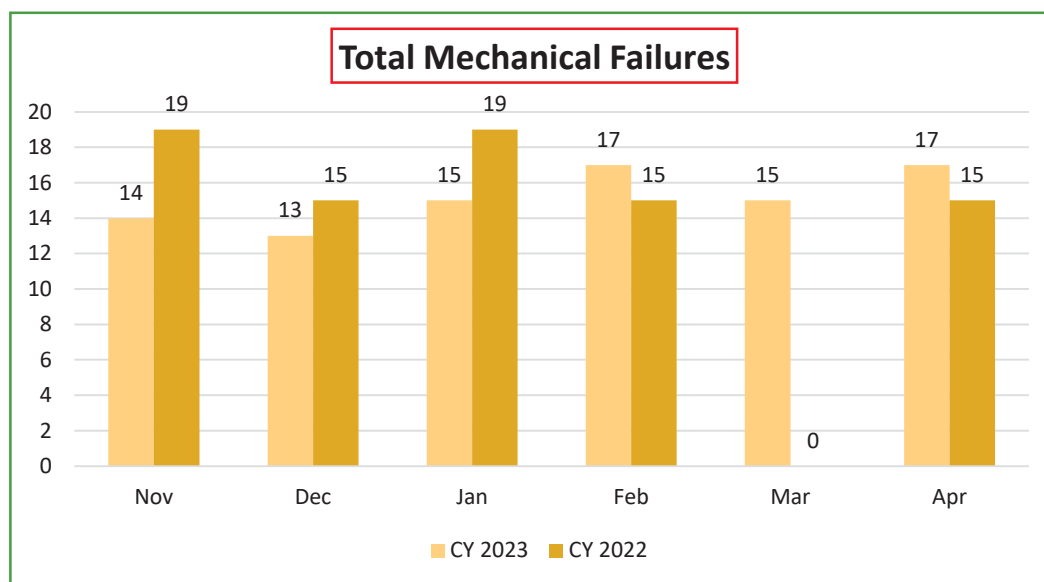
On-Time Performance

Measures on-time performance of fixed route bus service. On-time is defined as bus arrival at the stop between one minute early and five minutes late.



Mechanical Failures

Measures the total number of mechanical failures, major and other, of the bus fleet.

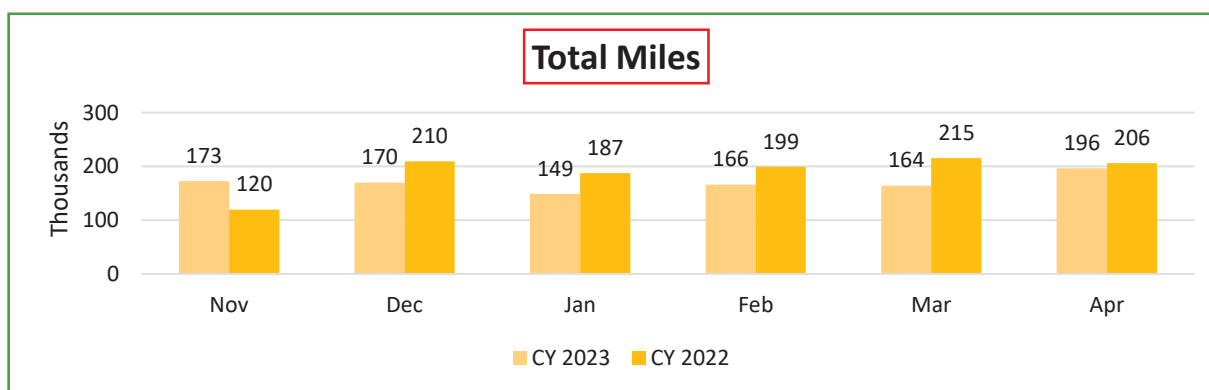
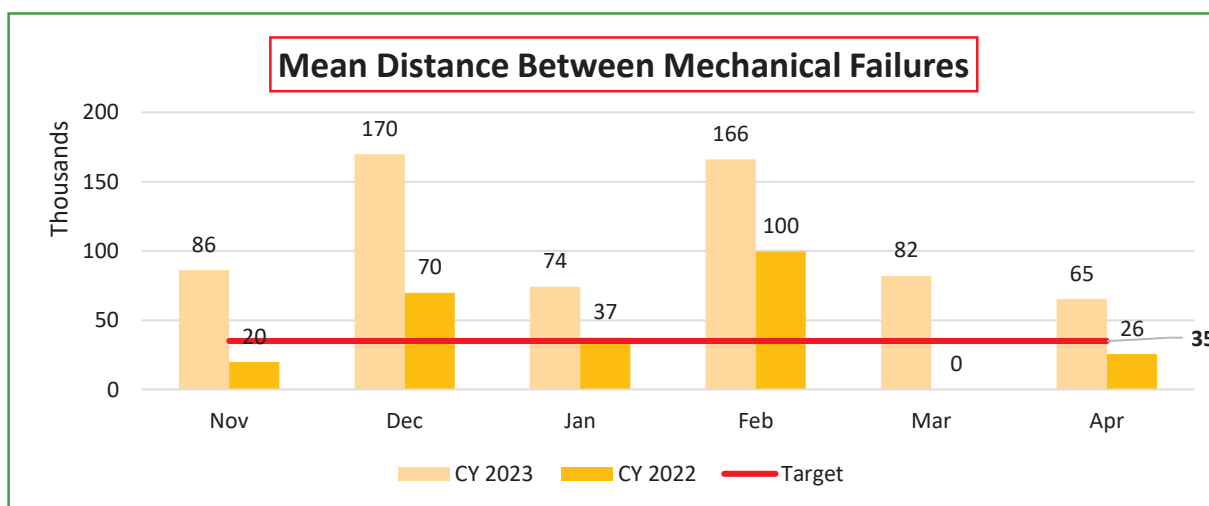


CY 2023						
	Nov	Dec	Jan	Feb	Mar	Apr
Major	2	1	2	1	2	3
Other	12	12	13	16	13	14
Total	14	13	15	17	15	17

CY 2022						
	Nov	Dec	Jan	Feb	Mar	Apr
Major	6	3	5	2		8
Other	13	12	14	13		7
Total	19	15	19	1		15

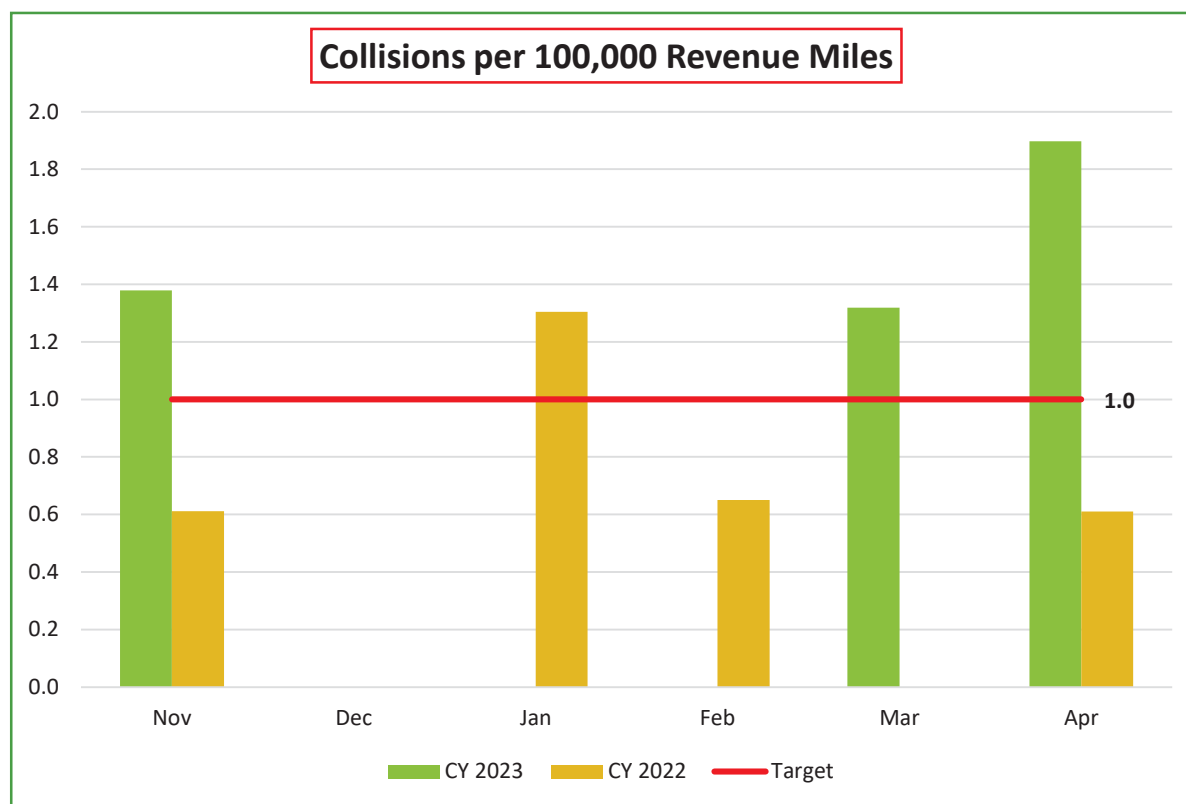
Mean Distance Between Failures

Measures the miles between major mechanical failures on the fixed route fleet (Note: Higher Bus Mean Distance Between Failures is better.)



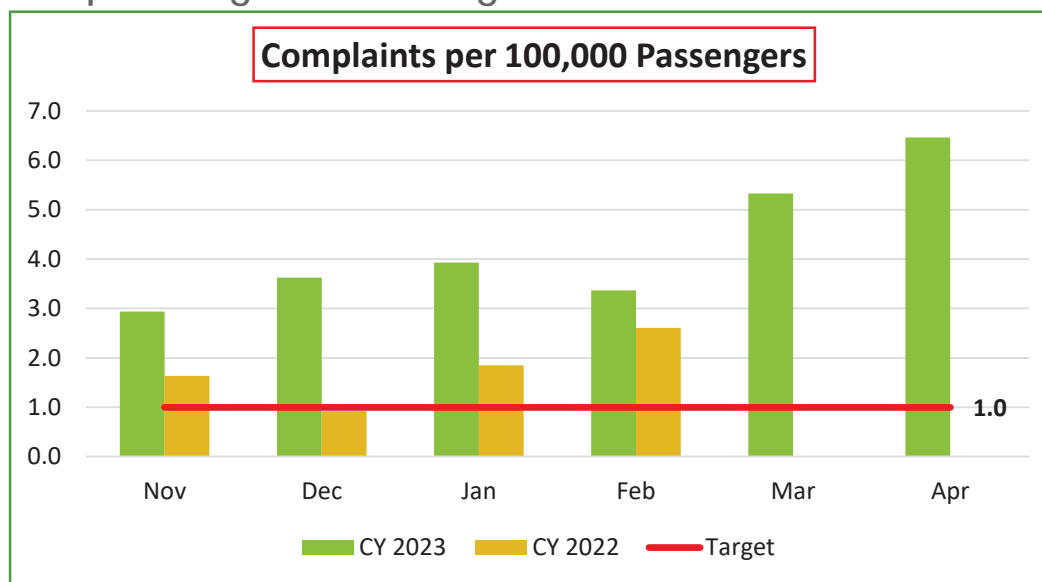
Collisions per 100,000 Revenue Miles

Measures the number of preventable collisions involving bus service per 100,000 miles.



Customer Satisfaction

Measures verified customer complaints about bus service per 100,000 bus passenger boardings.





Paratransit

ADA service where passengers request trips and vehicles respond to the request.

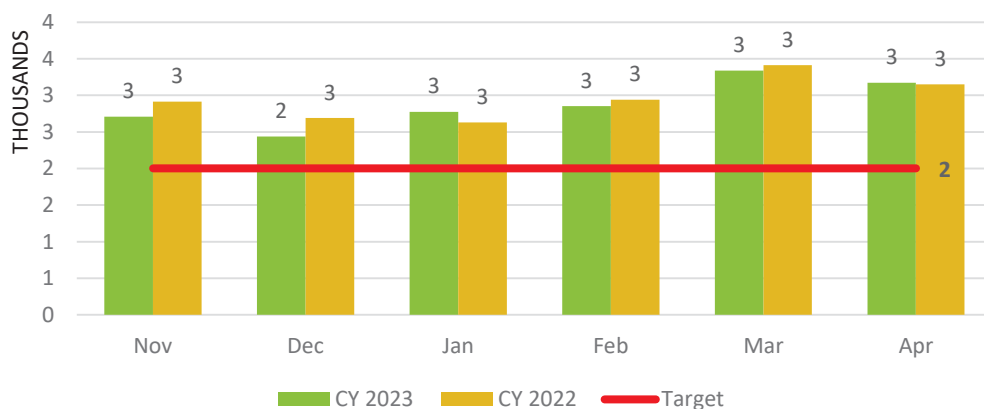
Paratransit Year-to-Year Summary

	Apr 2023	Apr 2022	YTD 2023	YTD 2022
Passenger Boardings	3,172	3,148	29,290	29,051
Passengers/Revenue Hour	1.9	2.0	1.9	2.1
On-Time Performance	90.0%	84.5%	83.0%	88.3%
Total Mechanical Failures	1	0	6	0
Mean Distance Between Failures	No failures	No failures	No failures	No failures
ACCESS Total Miles	64,199	67,791	615,372	506,512
Collisions per 10,000 Revenue Miles	0.0	0.6	0.0	0.00
Verified Complaints per 10,000 Passengers	0.3	0.0	0.1	0.06

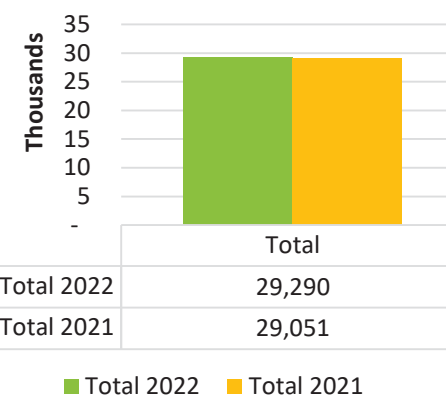
Passenger Boardings

Defined as the number of times passengers board public transportation vehicles

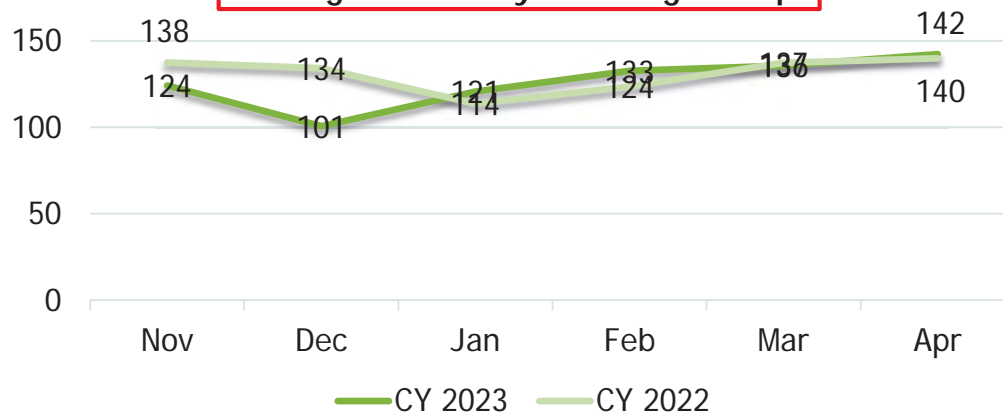
Monthly Passenger Boardings



Total

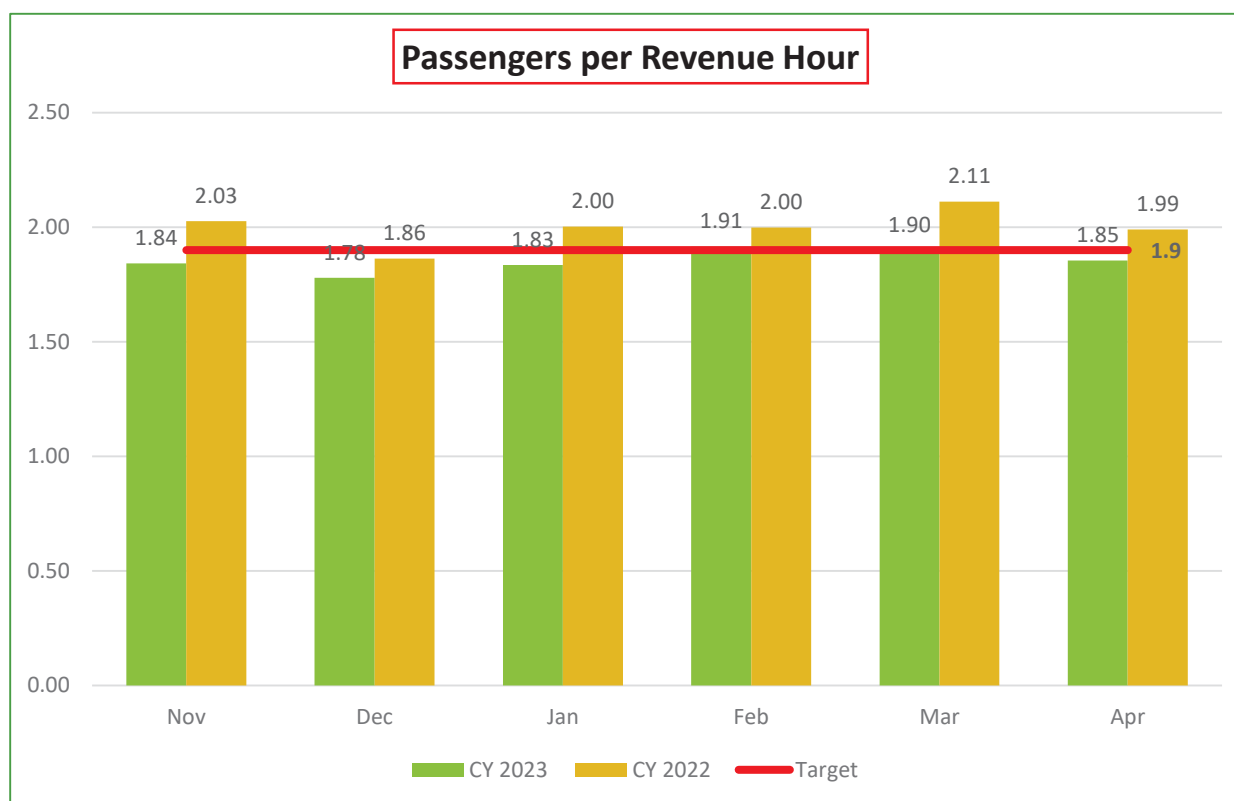


Average Weekday Passenger Trips



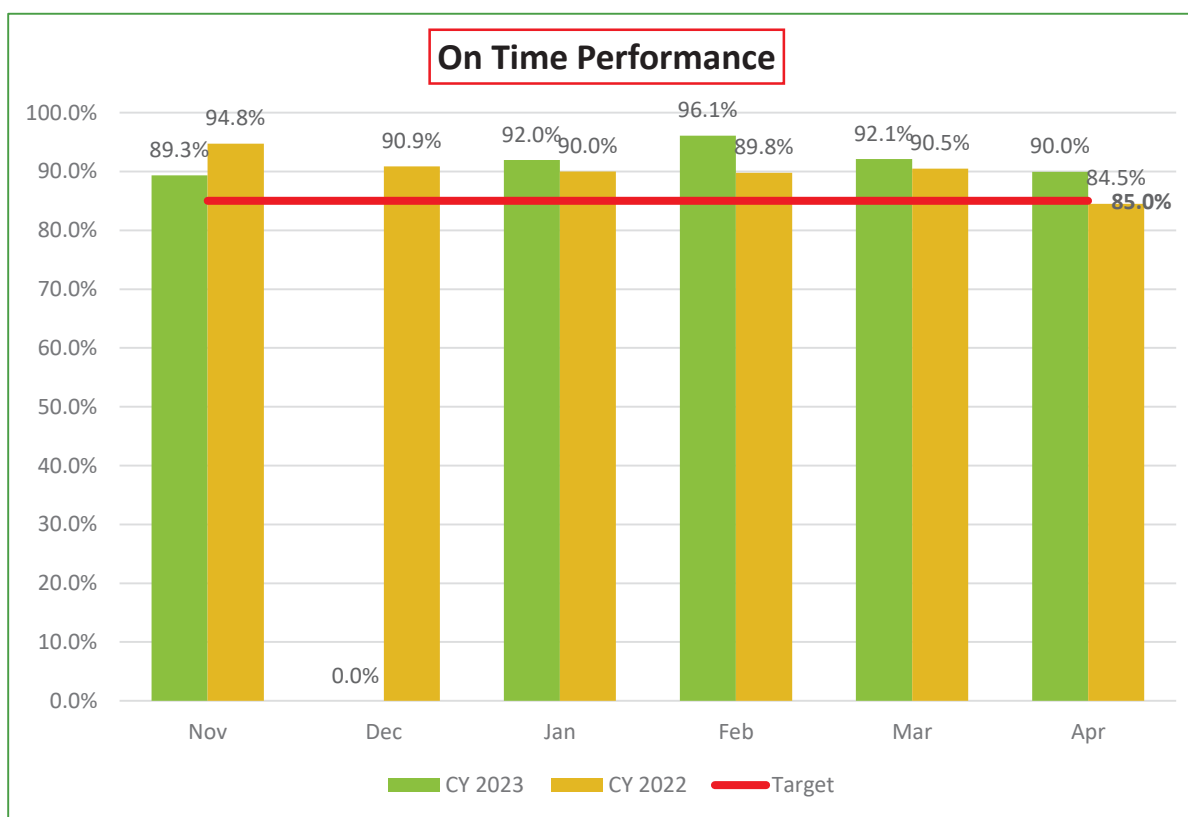
Passengers per Revenue Hour

Measures total ridership, divided by total service hours.



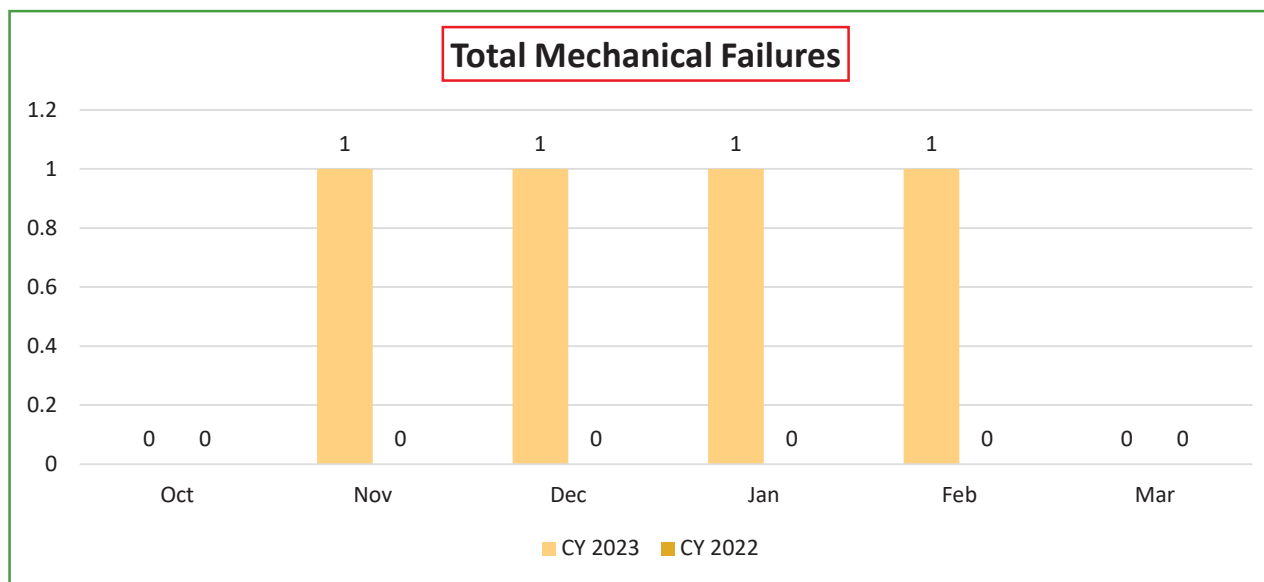
On-Time Performance

Define as being picked up within 30 minutes of requested pickup time.



Mechanical Failures

Measures the total number of mechanical failures, major and other, of the paratransit fleet.

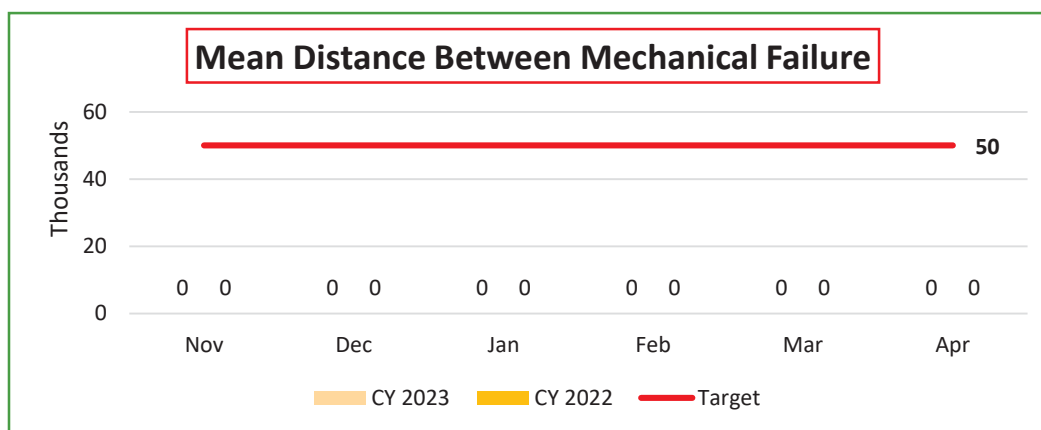


CY 2023						
	Nov	Dec	Jan	Feb	Mar	Apr
Major	0	0	0	0	0	0
Other	1	1	1	1	1	1
Total	1	1	1	1	1	1

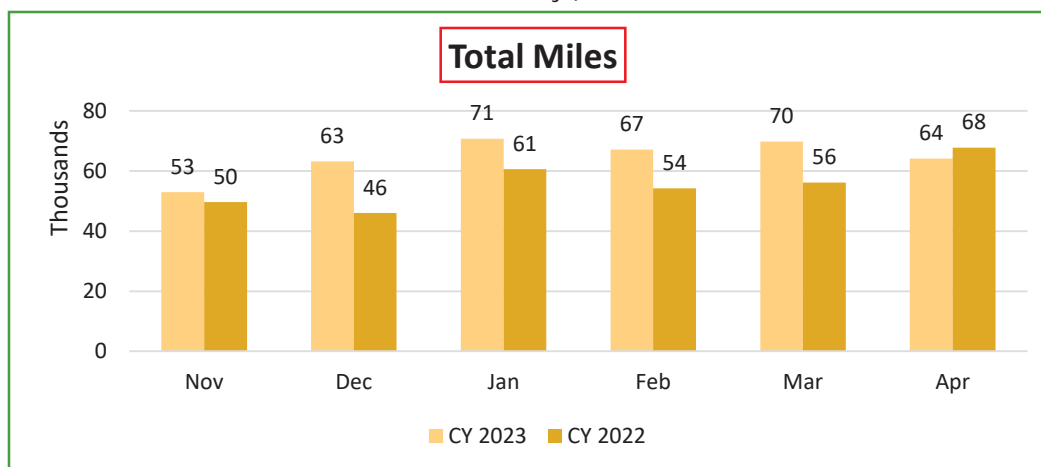
CY 2022						
	Nov	Dec	Jan	Feb	Mar	Apr
Major	0	0	0	0	0	0
Other	0	0	0	0	0	0
Total	0	0	0	0	0	0

Mean Distance Between Failures

Measures the miles between major mechanical failures on the Paratransit fleet. (Note: Higher Mean Distance Between Failures is better.)

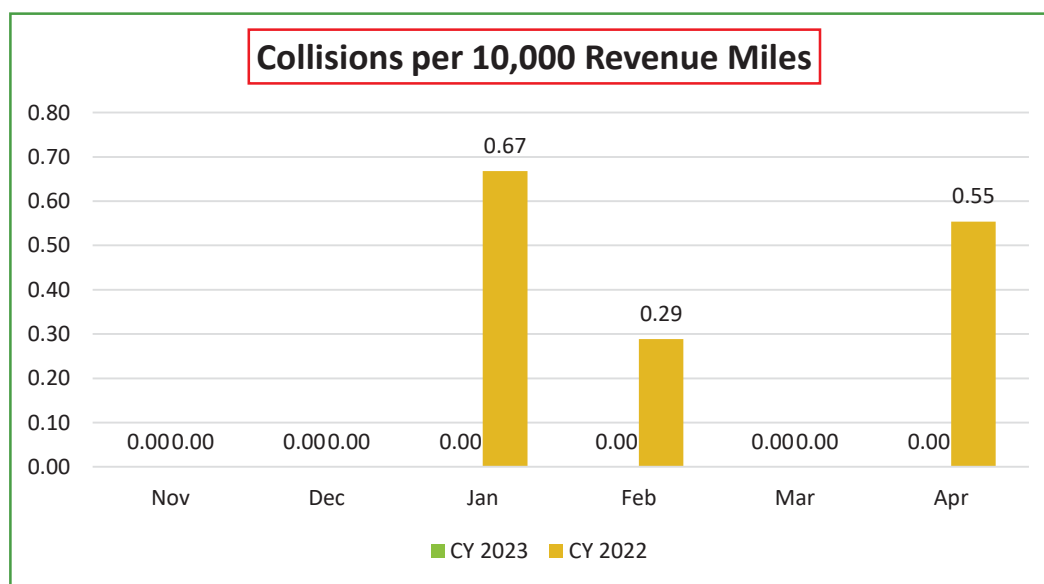


(0 indicates no mechanical failures for the month. There were no failures for January.)



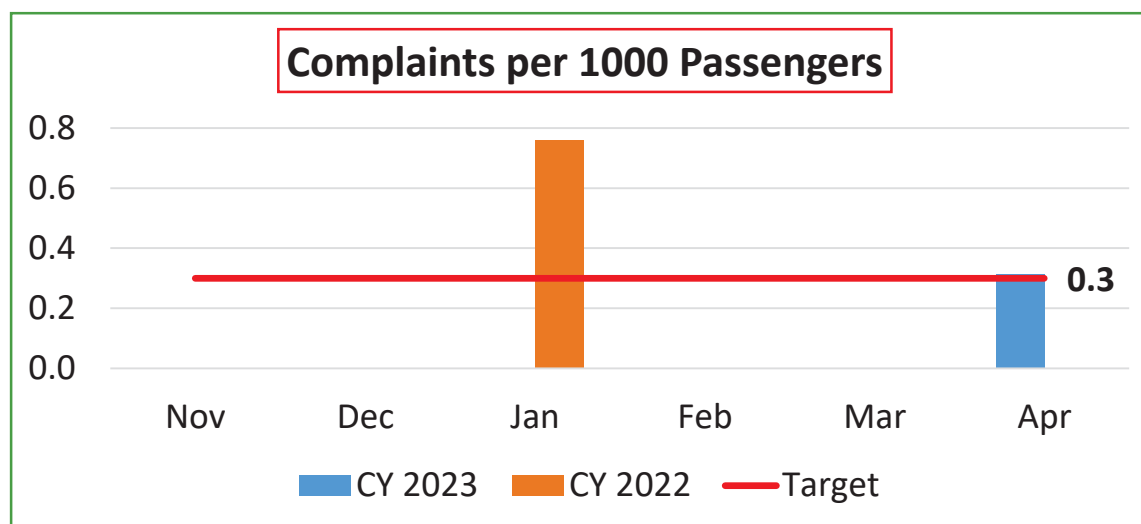
Collisions per 10,000 Revenue Miles

Measures the number of preventable collisions involving paratransit service per 10,000 miles.



Customer Satisfaction

Measures verified customer complaints about paratransit service per 1,000 passenger boardings.





Real Estate Update

CSX S-Line Right of Way

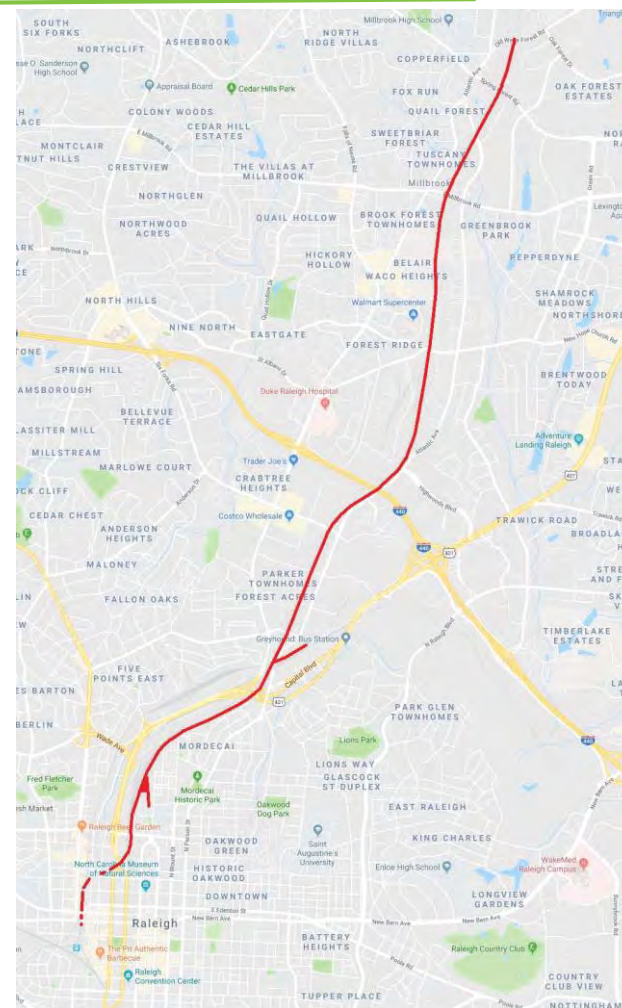
CSX S-Line Corridor

- The property totaled approximately 51.69 acres when it was acquired for \$24,500,000 in 2003.
- GoTriangle sold 1.05 acres to a developer on the open market for \$1,120,000 and submitted a check in the amount of \$623,840 to the FTA.
- Accordingly, the remaining total acreage is approximately 50.64 acres.
- The northern point begins on the north side of Old Wake Forest Road and extends approximately 6.89 acres southwest to downtown Raleigh.



CSX S-Line Corridor

- The property appraised for \$27,220,000 in 2019.
- The federal interest was \$15,161,540 or 55.7%.
- FTA reviewed the appraisal and concurred with the fair market value of the property.
- GoTriangle reimbursed \$623,840 after disposing of 1.05 acres.
- FTA is requiring GoTriangle to return the remaining federal interest in the corridor in accordance with FTA's Circular 5010.1E.



CSX S-Line Corridor

- GoTriangle and NCDOT submitted a joint letter to the FTA on April 7, 2021 requesting permission to retain the property.
- FTA rejected the proposal via letter on April 20, 2023. FTA gave GoTriangle 30 days to submit its proposed disposition method.
- GoTriangle and NCDOT sent a joint letter whereby NCDOT will reimburse GoTriangle its 30.7% interest in the property along with FTA's 55.7% interest. Reimbursement is subject to formal approval by NCDOT and GoTriangle.
- Remaining federal interest will be determined by an appraisal.





Questions?