



GoTriangle
Board of Trustees
Wed, January 23, 2019 12:00 pm-2:30 pm

I. Call to Order and Adoption of Agenda

ACTION REQUESTED: Adopt agenda with any changes requested.
(1 minute Ellen Reckhow)

II. Recognition

- A. Introduction of New Hires
(1 minute Jeff Mann)
- B. Announcement of Promotions
(1 minute Jeff Mann)
- C. Presentation of Service Awards
(5 minutes Christy Winstead)

III. Public Comment

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.

(Ellen Reckhow)

IV. Consent Agenda

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.
(1 minute Ellen Reckhow)

- A. Minutes

ACTION REQUESTED: Approve draft minutes from December 19, 2018.

V. Presentations

- A. FY 2018 Audit Report
(20 minutes Scott Duda, Cherry Bekaert)

VI. 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

ACTION REQUESTED: Discuss and take action on any items removed from the consent agenda.
(1 minute Ellen Reckhow)

B. Operations & Finance Committee Report

(30 minutes Sig Hutchinson)

1. Hillsborough Train Station Funding Agreement

ACTION REQUESTED: Authorize the President/CEO to execute the Preliminary Engineering, Construction Funding and Maintenance Agreement.

PE and Construction Agreement

2. Vehicle Purchase Authorization

ACTION REQUESTED: Authorize the President/CEO to execute a contract for the purchase of two (2) Battery Electric Proterra Buses with a maximum dollar amount of \$2,080,225.

3. FY19 Durham/Orange Operating Fund Budget Amendment

ACTION REQUESTED: Recommend Board approval of budget ordinance amendment 2019 0001.

Budget Ordinance Amendment 2019 0001

C. Planning & Legislative Committee Report

(10 minutes Will Allen III)

1. Wake Transit Public Engagement Policy

ACTION REQUESTED: Adopt the proposed Public Engagement Policy.

Public Engagement Policy & Report

VII. Other Business

A. General Manager's Report

(5 minutes Jeff Mann)

Contracts

1. Transit Operations Report

(5 minutes Patrick Stephens)

2. D-O LRT Project Update

(15 minutes John Tallmadge)

3. Wake Transit Update

(5 minutes Stephen Schlossberg & Patrick McDonough)

4. Communications Update

(5 minutes Mike Charbonneau)

B. General Counsel's Report

(5 minutes Shelley Blake)

C. Chair's Report

(5 minutes Ellen Reckhow)

D. Board Member Reports

1. CAMPO Executive Board Representative

(5 minutes Will Allen III)

2. DCHC MPO Board Representative

(5 minutes Ellen Reckhow)

3. Regional Transportation Alliance (RTA) Rep.

(5 minutes Will Allen III)

VIII. Adjournment
(*Ellen Reckhow*)

GoTriangle Board of Trustees

Meeting Minutes

December 19, 2018

Board Room, The Plaza, 4600 Emperor Blvd., Suite 100
Durham, NC

Board Members Present:

Will Allen III

Sig Hutchinson

Wendy Jacobs (arr. 12:29 p.m.)

Vivian Jones

Valerie Jordan

Mark Marcoplos

Michael Parker

Jennifer Robinson, Chair

Steve Schewel (by phone, in person 1:23 p.m.)

Russ Stephenson

Board Members Absent:

Andy Perkins

Ellen Reckhow (excused)

Nina Szlosberg-Landis (excused)

Vice Chair Will Allen III officially called the meeting to order at 12:11 p.m. The meeting began with a video, *The 12 Days of Transit*, produced by staff.

I. Adoption of Agenda

Action: On motion by Stephenson and second by Hutchinson the agenda was adopted. The motion was carried unanimously.

II. Recognition

A. Board Member Recognition

Vice Chair Allen presented former Raleigh representative Mary-Ann Baldwin with a framed rendering of Raleigh Union Station in recognition of her service on the Board of Trustees from 2009 - 2018.

B. Introduction of New Hires

President and CEO Mann announced the hiring of Bus Operators Darilyn Leach and Lorpu Matthews.

C. Announcement of Promotions

Mann then announced the following promotions: Lisa Dumas, Bus Operator I to Bus Operator II and Stephen Schlossberg, Senior Financial Analyst to Budget Finance Manager.

III. Public Comment

No comments.

IV. Consent Agenda

Action: On motion by Jones and second by Parker the consent agenda was approved. The motion was carried unanimously.

The following consent agenda items were approved:

- November 28, 2018 – Regular Session Minutes;
- November 28, 2018 – Closed Session Minutes;
- Adopted GoTriangle Fiscal Year 2019 Triangle Tax District - Wake Capital Fund Budget Ordinance Amendment (2018 0019);
- Approved First Amendment to Employment Agreement (S. Blake); and
- Adopted Resolution Establishing Fixed Nonelective Contribution (2018 0012).

The ordinance, employment agreement and resolution are 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**1. Duke Energy Drainage Easements**

Committee Chair Michael Parker requested approval of a Drainage Easement on segment 15 of the CSX right-of-way to Duke Energy. He stated that FTA initially did not approve the request for an easement; however, they subsequently did approve it. Duke no longer needs the easement; however, the Committee recommends granting the easement in case that changes.

Action: On motion by Robinson and second by Hutchinson the Board authorized the conveyance of a temporary construction easement and permanent drainage easement to Duke Energy. The motion was carried unanimously.

2. Global Signal Acquisitions Easement

Parker stated that one of the properties acquired through eminent domain for the ROMF has a cell tower owned by Global Signal Acquisitions. Global had an easement and they have requested a continuation of this easement.

Action: On motion by Marcoplos and second by Hutchinson the Board adopted Resolution 2018 0011 *Resolution of the GoTriangle Board of Trustees Authorizing a Grant of Easement to Global Signal Acquisitions IV LLC (GSA IV)*. The motion was carried unanimously.

3. Vanpool Subsidy

Parker stated that the Board originally approved vanpool subsidies of \$400 for groups traveling over 35 miles daily and \$300 for groups commuting 35 miles and under daily. Now that Enterprise is handling vanpool operation, they are subject to vehicle rental taxes that GoTriangle did not have to pay. This subsidy will cover the taxes that Enterprise pays and comes to us. Enterprise will be contributing towards the subsidy at \$50 per month per vanpool for the first six months and then \$25 per month for an additional six months.

Action: On motion by Robinson and second by Parker the Board approved a monthly vanpool subsidy of \$450 for all vanpool groups traveling more than 35 daily commute miles and \$350 for vanpool groups traveling 35 or fewer daily commute miles. The motion was carried unanimously.

4. PMIS Procurement – e-Builder

Parker presented the recommendation for procurement of a project management information system for the D-O LRT project to manage current work through construction. With the help of the PMC, three vendors were interviewed and the committee selected e-Builder, the solution used by Charlotte for the Blue Line Extension. There is a one-time set-up fee and a cap on the annual maintenance fee increase.

Action: On motion by Robinson and second by Marcoplos the Board authorized the President/CEO to approve the e-Builder Service Agreement for an amount not-to-exceed \$300,000. The motion was carried unanimously.

5. Professional Services Contract Amendment – GEC Phase 3B

Parker presented a recommendation for the President/CEO to execute an amendment to the contract with HDR engineering to cover relocation design services for university-owned utilities. Using GoTriangle contractors will assure that we can keep on our timeline. The cost of the design services is \$900,000.

Action: On motion by Hutchinson and second by Marcoplos the Board authorized the President/CEO to increase the not-to-exceed amount for the GEC Phase 3B Contract with HDR Engineering Inc. by \$900,000 for relocation design services for university-owned utilities. The motion was carried unanimously.

6. Cost Sharing MOA for the Commuter Rail Portion of the Major Investment Study – Amendment One

Parker stated that as sponsor for the commuter rail project there is additional work beyond the MIS which is necessary to be in a position to enter project

development later this year. This amendment will allow the use of additional consultants to do additional work.

Action: On motion by Robinson and second by Marcoplos the Board approved Contract No. 17-079 – Amendment One, the Cost Sharing MOA for the Commuter Rail Portion of the Major Investment Study. The motion was carried unanimously.

Jacobs arrived.

C. Planning & Legislative Committee Report

1. BRT Evaluation Results - Wake MIS

Committee Chair Will Allen III presented a request to accept the BRT evaluation results, a high level analysis of the 20 miles of BRT infrastructure in the Wake Transit Plan.

Action: On motion by Stephenson and second by Robinson the Board accepted the BRT Evaluation results. The motion was carried unanimously.

VI. Other Business

A. General Manager's Report

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

Mann highlighted the following items:

- We were awarded a \$20 million BUILD grant for the multimodal component of the RUS Bus project. Hutchinson suggested sending a letter from the Board to our Congressional delegation thanking them for they assistance on this grant. Mann added that we are seeking brownfield designation for the property.
- Improvements at the airport have been delayed, but there will be better signage and a better curb location coming soon.
- There is a lot of interest in the D-O LRT project with numerous presentations having been made to various groups.

1. Transit Operations Report

No report.

2. Durham-Orange Light Rail Transit Program Update

John Tallmadge gave updates on the project timeline, status of cooperative agreements, the rezoning of the ROMF by the Durham City Council and the FTA Risk workshop. He stated that the takeaway message was they are very

impressed with the project and its benefits along with the project team. The top two risks are the railroad agreement, which can be a lengthy process to come to resolution, and the schedule to have everything completed by November 2019. Tallmadge discussed a new solution to keep Pettigrew Street open, a covered trench - a tunnel - under Blackwell and Magnum streets. There is analysis that needs to be done related to construction vibration impacts to the Old Bull Building. For the Dillard shared grade crossing, the proposal is an elevated structure. A meeting with the railroads tomorrow will discuss the six intersections where crossings have the potential for interaction with the railroads and these new solutions. Katharine Eggleston added that the tunnel option eliminates the visual impact on the Old Bull Building, another critical risk of the project which will eliminate the need for National Park Service consultation.

Tallmadge said that staff also is in discussions regarding workforce development and participating in the City of Durham's Shared Economic Prosperity planning process

Schewel arrived.

Tallmadge referenced a document, Remaining Path to FFGA, which is attached and hereby made a part of these minutes. He stated that staff could continue to update that and report on the project's progress and schedule.

3. Wake Transit Update

Patrick McDonough reported that BRT has been handed over to GoRaleigh.

President/CEO Mann stated that the scope for additional planning work in advance of project development is being discussed now. He stated that GoTriangle has accepted sponsorship for the project and will manage a joint project management team comprised of NCRR, the counties and the MPOs. He stated that Norfolk Southern declined to join the team, but will be a key stakeholder and participant.

Steven Schlossberg reported that GoTriangle presented last week to TPAC the FY18 Wake Transit annual report. The FY20 work plan is being finalized and should go to TPAC in January.

4. Communications Update

Mike Charbonneau's presentation is attached and hereby made a part of these minutes.

B. General Counsel's Report

General Counsel Shelley Blake noted the following items:

- Three agreements for the D-O LRT project are outstanding. Meetings are scheduled with both railroads this week.
- The majority of the FY18 Wake Transit regular agreements have been executed.
- A concurrence process for the Wake Transit Plan is being drafted and should be available in January.

C. Chair's Report

No report.

D. Board Member Reports

1. CAMPO Executive Board Representative

No report.

2. DCHC MPO Board Representative

Michael Parker reported that the DCHC MPO approved the designation of GoTriangle as the sponsor for commuter rail. He said there was a request by a couple members for GoTriangle to prepare brief meeting summaries.

3. Regional Transportation Alliance (RTA) Representative

No report.

VII. Adjournment

Action: Vice Chair Allen adjourned the meeting at 2:01 p.m.

Ellen Reckhow, Chair

Attest:

Michelle C. Dawson, CMC
Clerk to the Board

MEMORANDUM

TO: GoTriangle Board of Trustees Operations & Finance Committee
FROM: Jeff Mann, President and CEO
DATE: January 7, 2019
SUBJECT: Hillsborough Train Station Funding Agreement

Strategic Objective or Initiative Supported

Action Requested

Recommend that the Board authorize the President/CEO to execute the enclosed Preliminary Engineering, Construction Funding and Maintenance Agreement between the town of Hillsborough, the North Carolina Department of Transportation and GoTriangle.

Background and Purpose

The Orange County Transit Plan includes a project to design and construct a new intercity (Amtrak) train station to be located on Orange Grove Road in Hillsborough. The Town of Hillsborough is taking the lead on implementation of the project, with assistance from the NCDOT Rail Division. As administrator for the tax district, GoTriangle will provide reimbursement from tax district funds and also project oversight and support. Funding for the project is as follows:

State	\$7.38 M
Tax District	\$.686 M
Town of Hillsborough	\$34 K
Total	\$8.1 M

State and Tax District funding is capped at the above amounts. Therefore, the Town of Hillsborough will be responsible for any cost overruns.

The project is anticipated to include a low level platform, station building (that may be designed to support other community uses) and park and ride facilities. If a high level platform and/or dedicated high level platform are required that parties agree to renegotiate and amend the reimbursement agreement.

Financial Impact

The project will be funded through existing funds that are included in the Orange County Transit Plan in the amount of \$686,000.

PO Box 13787
 Research Triangle Park, NC 27709
 P: 919.485.7510 | F: 919.485.7547

Attachments

- Agreement

Staff Contact

- Jeff Mann, 919-485-7424, jmann@gotriangle.org



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NORTH CAROLINA
ORANGE COUNTY

DATE: November 28, 2018

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

PRELIMINARY ENGINEERING,
CONSTRUCTION FUNDING AND
MAINTENANCE AGREEMENT

AND

TOWN OF HILLSBOROUGH

TIP: P-5701
WBS: 46395.1.1

AND

RESEARCH TRIANGLE REGIONAL PUBLIC
TRANSPORTATION AUTHORITY
d/b/a GOTRIANGLE

This **Preliminary Engineering and Construction Funding and Maintenance Agreement** (“Agreement”) is made and entered into on the last date executed below and constitutes an agreement between the North Carolina Department of Transportation, an agency of the State of North Carolina (hereinafter referred to as the “Department”), the Town of Hillsborough, a local government entity (hereinafter referred to as “Municipality”), and the Research Triangle Regional Public Transportation Authority d/b/a GoTriangle, a public body politic and corporate of the State of North Carolina, (hereinafter referred to as “GoTriangle”) (each individually hereinafter referred to as a “Party,” and collectively as the “Parties”) to describe the proposed actions to be taken by the Parties to govern the planning, design, construction, maintenance, and coordination efforts associated with a proposed new Hillsborough Train Station.

WITNESSETH:

WHEREAS, the Parties are interested in establishing a new train station which would encourage economic development for the Municipality, industrial/commercial facilities, and the surrounding communities (hereinafter referred to as the “Project”); and,

WHEREAS, the Parties hereby agree that it would be beneficial to the Parties to pursue the Project; and,

WHEREAS, North Carolina General Statutes (“N.C.G.S.”) Sections 136-18, 136-20, and 136-44 provide the Department with the authority to participate in the planning and construction of railroad projects approved by the North Carolina Board of Transportation; and,

WHEREAS, the Department has performed all work associated with the preparation and approval of the environmental clearance documentation; and,

WHEREAS, the Parties to this Agreement fully understand that this Agreement is to provide for the completion of designs and plans for the Project, (“Preliminary Engineering”), and to provide for construction of the Project (“Project Work”), and maintenance of the completed project, and

to set out the respective responsibilities regarding funding and reimbursement for said Preliminary Engineering and Construction; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, the governing board of GoTriangle has agreed to participate in certain costs to the extent as hereinafter set out; and,

WHEREAS, the Municipality and GoTriangle fully understand that the Department's funding for this Project is contingent upon and subject to the receipt and availability of the appropriate funds for the purpose set forth in this Agreement, and this Agreement shall automatically terminate if funds cease to be available.

NOW, THEREFORE, the Parties hereto, each in consideration of the promises and undertakings of the other as set forth herein, do hereby covenant and agree, each with the other, as follows:

1. SCOPE OF WORK

The Scope of Work shall generally consist of the planning, design, and construction of the proposed Hillsborough Train Station and eight (8) inch high Platform as shown on the site plan attached as "Exhibit A" and made a part of this Agreement. In addition, a conceptual plan will be developed for the construction of a dedicated passenger station track to include a forty-eight (48) inch high passenger platform.

If the construction of a High Platform and Dedicated Station Track is mandated by a Stakeholder or Authority Having Jurisdiction (AHJ), it is understood by all Parties that this Agreement may need to be renegotiated/amended by the Parties, as the funding amount denoted herein is insufficient to cover that additional scope.

The Parties recognize and agree that consultants and/or sub-consultants may perform all or any portion of the Preliminary Engineering and the Project Work subject to the approval and consent of Department. The Department's approval and consent to all Consultants or sub-consultants shall be obtained before the Department may issue a Notice to Proceed to the Municipality for any Preliminary Engineering or Project Work.

2. ALLOCATION OF PRELIMINARY ENGINEERING RESPONSIBILITIES

The Parties shall have the following responsibilities in connection with the Project Work, including, but not limited to:

- a. The Municipality, and/or its agent, shall:
 - i. Prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package) needed to construct the Project. All work will be done in accordance with applicable State standards, specifications, policies and procedures. Project plans will be submitted to GoTriangle and the Department for review, comment, and approval. The Department and GoTriangle shall submit all comments in writing to the Municipality within sixty (60) days of receipt of the plans from the Municipality.

- ii. Prepare a conceptual plan for a High Platform and Dedicated Station Track for review by stakeholders and Authorities Having Jurisdiction (AHJ).
 - iii. Procure, if necessary, professional services for the design of the Project, in accordance with N.C.G.S. § 143-64, Parts 31 and 32, and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated into this Agreement by reference.
 - iv. Perform any additional work as required to complete the Preliminary Engineering.
- b. The Department, its agents and/or contractors, shall:
- i. Review and approve all Preliminary Engineering submitted by the Municipality.
 - ii. Pursue, to the extent feasible, additional funding for design and construction of any track and signal work for which this Agreement does not provide, including but not limited to a High Platform and Station Track pursuant to the above-referenced conceptual plan.
- c. GoTriangle, its agents and/or contractors, shall:
- i. Review and approve all Preliminary Engineering submitted by the Municipality.

3. NOTICE TO PROCEED

Upon execution of the Agreement, the Department shall issue a Notice to Proceed and the Municipality shall endeavor to commence its responsibilities under Section 2.a within forty-five (45) calendar days of the date of receipt of such notice.

4. ENVIRONMENTAL DOCUMENTATION AND PERMITTING

a. Environmental

The Department has prepared the Environmental Document in accordance with the State Environmental Policy Act (SEPA) or as required and defined pursuant to N.C.G.S. §113A-1 through §113A-13, National Environmental Policy Act, the National Historic Preservation Act, and the Uniform Relocation Assistance and Real Property Acquisition Act.

b. Permitting

The Municipality shall obtain all State and local regulatory approvals, permits, licenses, and inspections as are necessary for the construction of the Project.

c. Erosion Control

The Municipality shall be responsible for securing all erosion and sediment control permits for the Project using approved plans and documents.

5. RIGHT OF WAY (ROW)

It is understood that all work shall be contained within the existing right of way, and no additional right of way will need to be acquired for this Project.

If it is determined by the Municipality that right of way and/or property is needed for the Project, the Municipality shall be responsible for acquiring any additional right of way, at no cost or liability whatsoever to the Department, or GoTriangle. All right of way (ROW) activities, including acquisition of easement/property and relocation, shall be accomplished in accordance with N.C.G.S. §136-44.36; Chapter 133, Article 2, §§ 133-5 through 133-18 (Relocation Assistance); and the North Carolina Department of Transportation Right of Way Manual.

6. UTILITIES

In the event utility conflicts within the Project limits are discovered, the Municipality shall be solely responsible for relocation and adjustment of the utility, the cost of which shall be a project cost.

All utility work shall be performed in a manner satisfactory to and in conformance with State rules and regulations and the Department's approved Utility Relocation Policy. The Municipality shall make all necessary adjustments to service connections or services lying within the construction limits of the Project regardless of ownership of the connections or services.

7. ALLOCATION OF PROJECT WORK (CONSTRUCTION) RESPONSIBILITIES

- a. The Municipality, its agents and/or contractors, shall construct the Project in accordance with the approved Project plans and specifications, and all State policies and procedures.
- b. The Department shall be responsible for inspection, approval of change orders, and funding of the Project Work as set out herein.
- c. GoTriangle shall be responsible for inspection, approval of change orders, and funding of the Project Work as set out herein.

8. CONSTRUCTION

- b. CONSTRUCTION AUTHORIZATION. The Municipality shall submit the required final construction plans, specifications, and an estimate of Project costs (final PS&E package) to the Department and GoTriangle for review and approval.

Upon receipt of written authorization, in the form of an Authorization for Construction, from the Department, the Municipality shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department and GoTriangle. Any work performed prior to written authorization to proceed from the Department will not be eligible for reimbursement.

- b. CONSTRUCTION PROCUREMENT. The Municipality shall comply with all relevant state statutes, rules, and regulations in procuring goods and services from third parties for construction of the Project. Third party contracts shall be approved by the Department prior to commencing Project work. Letting of contracts for construction and materials purchases shall be in accordance N.C.G.S. §143, Article 8 and N.C.G.S. §136-28.7.

- c. CONSTRUCTION SUBCONTRACTOR REQUIREMENTS. Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority and Women Businesses Enterprises (WBE/WBE), or as required and defined in or as required and defined in G.S. 136-28.4 and the North Carolina Administrative Code (N.C.A.C.) Title 19A Chapter 2, Subchapter D. These provisions are incorporated into this Agreement by reference.
- d. RIGHT TO INSPECT. The Department and GoTriangle shall have the right to inspect any portion of the work being performed by the Municipality or its contractors to ensure compliance with the provisions of this Agreement. Any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected by the Municipality.
- e. CONTRACTOR COMPLIANCE. The Municipality, and/or its agents, will be responsible for ensuring the compliance of its contractor(s) with all the terms of the contract, relevant provisions of this Agreement, and any instructions issued by the Department or GoTriangle as a result of any review or inspection.
- f. CHANGE ORDERS. If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.
- g. SIGNAGE. The Municipality shall provide and maintain adequate barricades, signs, flagmen, and other warning devices for the protection of the general public.
- h. E-VERIFY COMPLIANCE. E-Verify is the federal program operated by the United States Department of Homeland Security and other Federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to Federal law. The Parties each individually warrant for themselves that they and any subcontractor performing work pursuant to this Agreement do presently and at all relevant times shall: (i) use E-Verify if required to do so by North Carolina law; and (ii) otherwise comply with the requirements of N.C.G.S. Chapter 64, Article 2. A breach of this warranty by any Party will be considered a breach of this Agreement by such Party, which shall entitle the other Parties to terminate this Agreement, without penalty, upon notice to the breaching Party.
- i. CONSTRUCTION ENGINEERING. The construction engineering and supervision will be furnished by the Municipality. Reimbursement for construction administration costs cannot exceed fifteen percent (15%) of the actual construction contract cost. If the Municipality elects to procure a private consulting firm to conduct Project administration, the procurement shall be accomplished in accordance with the terms set out in Provision #2. a. iii of this Agreement. The Municipality, and/or its agent, shall perform Project administration in accordance with all Departmental policies and procedures.

9. TIMEFRAME

Project completion must occur within sixty (60) months after the execution of this Agreement. The Municipality will diligently pursue completion of its responsibilities on the Project. If, in the opinion of the Department, satisfactory progress has not been made within six (6) months after the execution of this Agreement the funds may be recalled by the Department. A thirty (30) day notice will be given prior to recall date. The Municipality may petition the Department at least sixty (60) days in advance of the expiration of this Agreement for an extension of the six (6) month period due to extenuating circumstances.

10. MAINTENANCE

Upon completion and acceptance of the Project Work, the Municipality shall be responsible for all maintenance and liability of the Project, at no cost or liability whatsoever to the Department or GoTriangle. The Municipality shall assure the station and platform are available for use by intercity and commuter trains and passengers for waiting and boarding.

11. FUNDING

The Estimated Cost of the Project is \$8,100,000.

The Department will be responsible for the cost of Preliminary Engineering and the Project Work in the total not to exceed amount of seven million three hundred eighty thousand dollars (\$7,380,000.00).

The Municipality will be responsible for the cost of Preliminary Engineering and the Project Work in an amount not to exceed thirty-four thousand dollars (\$34,000.00) as its initial guaranteed contribution plus 100% of all costs which exceed the Estimated Cost.

GoTriangle will be responsible for the cost of Preliminary Engineering and the Project Work in an amount not to exceed six hundred eighty-six thousand dollars (\$686,000.00).

It is understood by all Parties to this Agreement that the amounts dedicated to the Project are based upon an estimated cost of the Project.

12. REIMBURSEMENT

After the Municipality has exhausted its initial guaranteed contribution towards Project costs, The Department and GoTriangle shall reimburse the Municipality the amount of their contributions until the funds described herein are fully expended in accordance with Section 13 set out herein below.

13. INVOICING

The Municipality shall submit an invoice to the Department and GoTriangle separately. Invoices shall show responsibility for all costs to be paid by the parties sequentially. The Municipality shall be responsible for all initial costs until its initial guaranteed contribution is exhausted. Go Triangle shall reimburse the Municipality for costs incurred after the Municipal contribution is exhausted until the Go Triangle contribution is exhausted. The Department then shall reimburse the Municipality for all costs until the Department contribution is exhausted. Any additional costs shall be the responsibility of the Municipality.

- a. SUBMITTAL OF INVOICE TO THE PARTIES. The Municipality shall submit a monthly itemized invoice and requested documentation to the Department and to Go Triangle in the form of Exhibit B, attached hereto and made a part hereof, showing costs to the responsible Party as set out in the paragraph above. The monthly invoice shall include all cumulated costs up to the date of the invoice and show the amount(s) owed by the respected responsible Parties for the payment of costs shown. Attached to each invoice will be a cost detail report to support 100% of the actual cost. The Municipality shall be responsible for completeness and accuracy of the invoice.

- i. The request for reimbursement shall include, but not be limited to, the following: municipal invoices, contractor(s) invoices, materials invoices, proofs of payment of third-party invoices, equipment invoices, and any other invoices that support the invoiced amount.
 - ii. By submittal of the invoice to the Department and Go Triangle, the Municipality certifies that it has adhered to all applicable State laws, policies, rules, regulations and statutes as set forth in this Agreement. Payment to the Municipality shall be made upon review and approval of the invoice by the Department's Rail Division, Office of the Inspector General, and Financial Management Division.
- b. REIMBURSEMENT TERMS. The Department, within thirty (30) calendar days of approval of the Municipality's itemized invoice by the Office of Inspector General and Financial Management Division, shall submit the approved invoice amount to the Municipality.
- c. REIMBURSEMENT FOR FORCE ACCOUNT WORK. Force account work is only allowed when 1) there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process, and 2) the force account work is in compliance with N.C.G.S § 143-135. Any work performed by Municipal force account must be preapproved in writing by the Department and must be demonstrated to be an amount less than can be otherwise procured. Subsequent invoices shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for costs set forth in 2 C.F.R. 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", and 2 C.F.R. § 225 (2015). Payment shall be based on actual cost incurred with the exception of equipment owned by the Municipality. Payment for use of equipment owned by the Municipality cannot exceed the Department's rates in effect for the time period in which the work is performed. If work is performed by a contractor, said invoices shall show the contract cost.
- d. AUDITS. In accordance with 2 C.F.R. 200, subpart F, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations and grants administration. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends, to include the years in which the Municipality expends funds and the years in which the Department pays funds to the Municipality.
- e. RECORD RETENTION. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Municipality insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement. The Municipality shall retain any such books, records, and accounts for a minimum of three (3) years after the final date of payment under this Agreement and shall make them available at its office at reasonable times during the contract period and until the expiration of the term required by this paragraph for inspection and audit by the Department and the State Auditor.

- f. UNSUBSTANTIATED COSTS. The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs.

14. OTHER PROVISIONS

a. Indemnification of Department

The Municipality agrees to indemnify and hold harmless the Department, and the State of North Carolina, to the extent allowed by law, for any and all judgments for payment, damages and/or liabilities of any nature, rendered against the Department in connection with the Project. The Department shall not be responsible for any damages which may be initiated by third parties.

b. Debarment Policy

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this Agreement, the Municipality and GoTriangle certify that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that they will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

c. Agreement Modifications

Any modification to this Agreement will be agreed upon in writing by all Parties prior to being implemented.

d. Other Agreements

The Municipality is solely responsible for all agreements, contracts, and work orders entered or issued by the Municipality for the Project. GoTriangle is solely responsible for all agreements, contracts, and work orders entered or issued by GoTriangle for the Project.

e. Availability of Funds

All terms and conditions of the Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

f. Termination of Project

The Department shall have the right to end its participation in the Project Work at any time before the Municipality and GoTriangle have been called upon to perform any work or provide funding under the term of this Agreement.

If the Municipality terminates the Preliminary Engineering or the Project Work prior to completion and acceptance, the Municipality shall reimburse the Department one

hundred percent (100%) of all actual costs expended by the Department associated with the Project Work.

g. Complete Understanding

The Parties agree that this Agreement embodies the complete understanding of the Parties with respect to the Project and supersedes other prior or contemporaneous written or oral agreements, understandings, and negotiations with respect to the Project Work.

h. Severability

The Parties agree that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any state or federal law or regulation, such provision shall be severable, and the remaining provisions will remain valid and enforceable.

i. Governing Law

North Carolina law shall govern interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). Any legal actions or proceedings brought by a Party arising from this Agreement shall be brought in the courts of Orange County, North Carolina or Wake County, North Carolina and in accordance with the laws of North Carolina. By the execution of this Agreement, the Parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Orange County, North Carolina or Wake County, North Carolina.

j. Authorization

The Parties acknowledge that the individual executing the Agreement on their respective behalves is authorized to execute this Agreement, on his/her behalf and to bind the respective entities to the terms contained herein, and that he/she has read this Agreement, conferred with his/her attorney, and fully understands its contents.

k. Signatures and Duplicates

A copy or facsimile copy of the signature of any Party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the Parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

l. Failure to Comply

Failure on the part of the Municipality or GoTriangle to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of all cost expended by the Department, provided, however, that the Department shall first notify the Municipality and/or GoTriangle of such failure and provide the Municipality and/or GoTriangle the opportunity to cure same.

m. Use of Powell Bill Funds

In the event that the Department determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department reserves the right to deduct or withhold monies from the Municipality's Powell Bill Fund. Such determination by Department shall be made, either by audit and/or inspection of books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs.

n. Transfer of Responsibilities

The Department must approve any assignment or transfer of responsibilities of the Municipality and GoTriangle set forth in this Agreement to other entities.

15. DESIGNATED REPRESENTATIVE

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing and shall be delivered by electronic mail to the intended recipient at the electronic mail address set forth below. Notice shall be effective upon the date of receipt by the intended recipient. Each Party may change its designated representative for notification purposes by giving the other Parties written notice of the new address and the date upon which it shall become effective.

Craig Newton, PE, shall serve as the Department's representative and project manager for the Project as set forth in this Agreement. All notices, correspondence, and questions should be directed to him at cmnewton@ncdot.gov or by calling (919) 707-4731.

Margaret Hauth, AICP, Planning Director, shall serve as the Municipality's representative and project manager for the Project Work as set forth in this Agreement. All notices, correspondence, and questions should be directed to her at Margaret.hauth@hillsboroughnc.org or by calling (919) 732-1270 ext. 86.

Jeffrey Mann, President and CEO, shall serve as GoTriangle's representative and project manager for this Project as set forth in this Agreement. All notices, correspondence, and questions should be directed to him at jmann@gotriangle.org or by calling (919) 485-7424.

16. PROPERTY CEASES TO BE USED FOR RAIL PURPOSES

If the property ceases to be used for rail passenger purposes as a result of the voluntary action of the Municipality, the Department may, at the discretion of the Secretary of Transportation, require reimbursement by Municipality to Department. This provision applies and shall survive for a period of twenty-five (25) years after the date on which the Department-funded portion of the Project is completed, as memorialized by the date of issuance of a Certificate of Occupancy (CO) by the permitting authority. The Department's initial investment shall be equal to the sum of all state funds paid to Municipality under the Project. The amount of the reimbursement shall be calculated by dividing the initial investment by the number of years of this project (twenty-five (25) years) and multiplying the result by the number of years between the cessation date and the day which is twenty-five (25) years from the CO issuance date. Reimbursement to the Department shall be made in one lump-sum payment within thirty (30) days of billing by the Department.

17. ETHICS PROVISION

By Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Cultural Resources, Environment and Natural Resources, Health and Human Services, Public Safety, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in triplicate originals, the last day and year set out below, on the part of the Department, the Municipality, and GoTriangle by authority duly given.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

WITNESS

TOWN OF HILLSBOROUGH

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

MUNICIPAL SEAL

Approved by the Town of Hillsborough governing board as attested to by the signature of

Clerk of the Board of Commissioners

(Date)

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

Municipal Finance Director

FEDERAL IDENTIFICATION NUMBER

Town of Hillsborough

MAILING ADDRESS

Town of Hillsborough
P.O. Box 429
Hillsborough, NC 27278-0429
Attn: _____

IN WITNESS WHEREOF, this Agreement has been executed, in triplicate originals, the last day and year set out below, on the part of the Department, the Municipality, and the Authority by authority duly given.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

WITNESS

Research Triangle Regional Public
Transportation Authority (d/b/a GoTriangle)

BY: _____

BY: _____

NAME: _____

NAME: Jeffrey G. Mann

TITLE: _____

TITLE: General Manager

DATE: _____

DATE: _____

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

FEDERAL TAX IDENTIFICATION NUMBER

561718037

Saundra Freeman, Director of Financial
And Administrative Services

Reviewed and approved as to legal form

MAILING ADDRESS
P.O. Box 13787
Research Triangle Park, NC 27709

Shelley Blake, General Counsel

ATTN: Jeffrey G. Mann

IN WITNESS WHEREOF, this Agreement has been executed, in triplicate originals, the last day and year set out below, on the part of the Department, the Municipality, and the Authority by authority duly given.

ATTEST

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

BY: _____

BY: _____

NAME: Elizabeth Smith

NAME: Julie White

TITLE: Processing Agent

TITLE: Deputy Secretary of Multi-Modal
Transportation

DATE: _____

DATE: _____

MAILING ADDRESS

North Carolina Department of Transportation
Rail Division, Operations and Facilities
Branch
1553 Mail Service Center
Raleigh, North Carolina 27699-1553
ATTN: Craig Newton, PE
Project Engineer, Rail Division

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____
(Date)

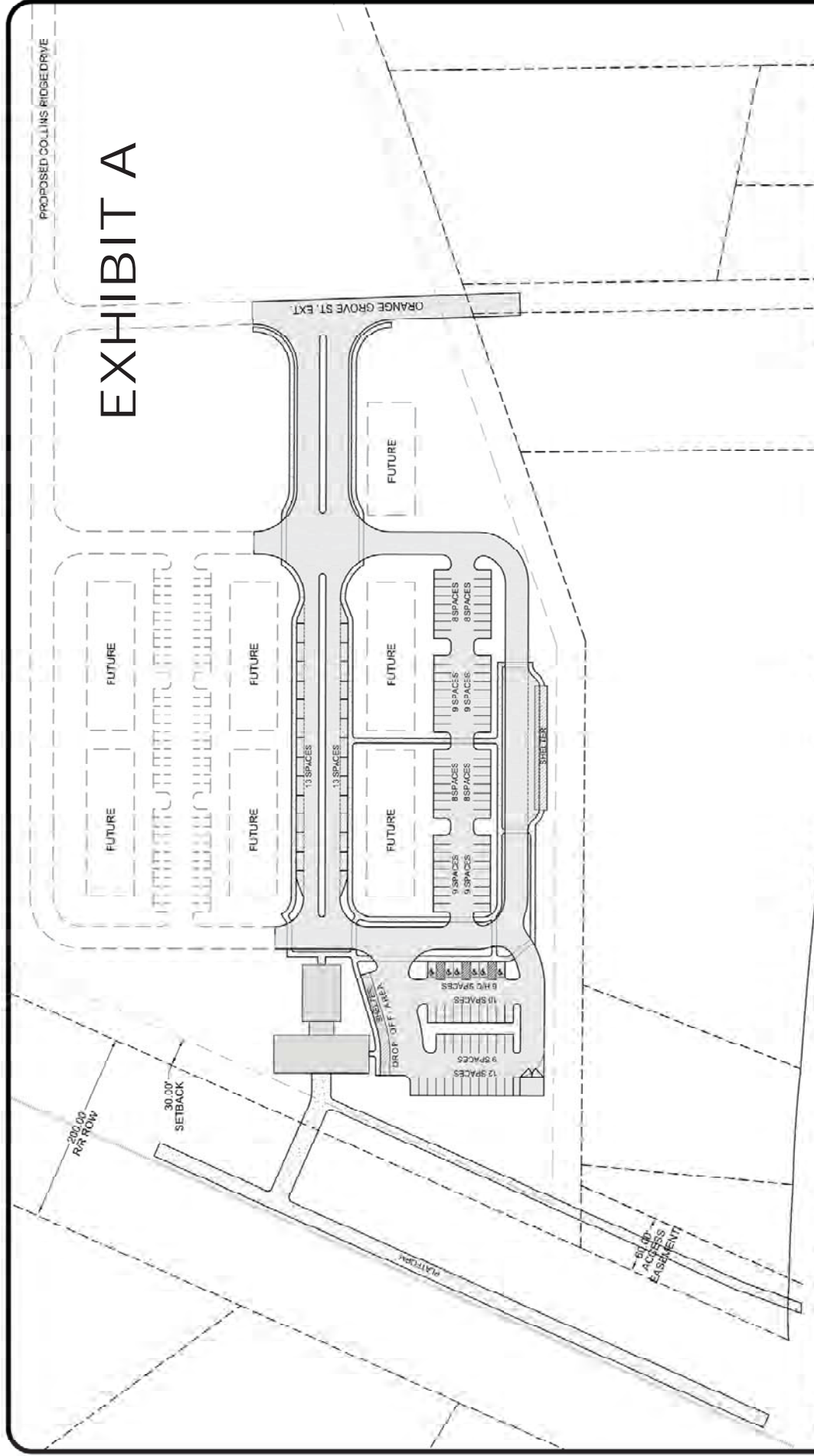


EXHIBIT A

PROPOSED COLLINS RIDGE DRIVE

SCALE	1"=100'
FIRST ISSUE DATE	
ISSUE_DATE	
PROJECT NO.	15-0297
SHEET NO.	BULLETIN

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 ENGINEER, LANDSCAPE ARCHITECT, OR
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 BY LAW TO AFFIX HIS OR HER SEAL AND THE
 NOTATION ALTERED BY FOLLOWED BY HIS
 OR HER SIGNATURE AND A BRIEF
 DESCRIPTION OF THE ALTERATIONS

HILLSBOROUGH TRAIN
STATION
 ORANGE GROVE ROAD
 HILLSBOROUGH, NC 27278

15-0297_CONCEPT

	SUMMIT DESIGN AND ENGINEERING SERVICES Creatively Inspired • Technically Executed
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HILLSBOROUGH TRAIN STATION FUNDING SUMMARY

2016 PE	\$ 150,000	TTA & TOWN (\$116k & \$34k)
2017 PE	\$ 375,000	NCDOT
2018 PE	\$ 375,000	NCDOT
2019 CON	\$3,315,000	NCDOT
2019 CON	\$ 285,000	TTA
2020 CON	\$3,315,000	NCDOT
<u>2020 CON</u>	<u>\$ 285,000</u>	<u>TTA</u>
TOTAL	\$8,100,000	

NCDOT	\$7,380,000
TTA	\$ 686,000
<u>TOWN</u>	<u>\$ 34,000</u>
TOTAL	\$8,100,000

**State of North Carolina
Department of Transportation
Subcontractor Payment Information**

EXHIBIT B-2

Submit with Invoice To: Invoice Coordinator
North Carolina Department of Transportation
Rail Division
1553 MSC
Raleigh, NC 27699-1553

Invoice No. Reference _____
NCDOT PO / Contract Number _____
WBS No. (State Project No.) _____
Date of Invoice _____
Signed _____

Invoice Line Item Reference	Payer Name	Payer Federal Tax Id	Subcontractor / Subconsultant/ Material Supplier Name	Subcontractor / Subconsultant / Material Supplier Federal Tax Id	Amount Paid To Subcontractor / Subconsultant / Material Supplier This Invoice	Date Paid To Subcontractor / Subconsultant / Material Supplier This Invoice
Total Amount Paid to Subcontractor Firms					\$ _____	

NOTE: - These documents are scanned into our Fiscal program. Please do not highlight or shade the figures.

I certify that this information accurately reflects actual payments made and the dates the payments were made to Subcontractors/
Subconsultants/Material Suppliers on the above referenced project.

Signature _____

Title _____

MEMORANDUM

TO: GoTriangle Board of Trustees Operations & Finance Committee
FROM: Transit Operations
DATE: January 7, 2019
SUBJECT: Vehicle Purchase Authorization

Strategic Objective or Initiative Supported

Action Requested

Staff requests that the Committee recommend that the Board authorize the President/CEO to execute a contract for the purchase of two (2) Battery Electric Proterra Buses for fixed route service with a maximum dollar amount of \$2,080,225.

Background and Purpose

Transit Operations is seeking approval to purchase two (2) buses total. Board authorization will result in GoTriangle receiving the buses eight (8) months from placing the order. These buses will be replacing two (2) of our existing Gillig buses 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.

GoTriangle is committed to transition some of the existing fleet vehicles to a cleaner vehicle technology. The procurement of the Proterra buses will be the first step in this direction. The Proterra buses are battery electric zero-emission, which will reduce air pollution and create a better environment for the community.

Financial Impact

The total cost to purchase two (2) buses and associated maintenance equipment is \$2,080,225 with federal low or no emission grant contributions of \$943,000, Wake Transit Plan contribution of \$832,290, GoTriangle contribution of \$254,935, and Private participation from Duke Progress Energy contributions of \$50,000. Buses will be purchased with funds that are approved in the Bus Capital Project Budget. The funding for the local match is GoTriangle's General Fund.

Staff Contact

- Brian McLean, 919-485-7472, bmclean@gotriangle.org

MEMORANDUM

TO: GoTriangle Board of Trustees Operations & Finance Committee
FROM: Finance
DATE: January 14, 2019
SUBJECT: **FY19 Budget Ordinance Amendment**

Strategic Objective or Initiative Supported

This item supports initiative 1.2, “pursue service improvements and expansion opportunities.”

Action Requested

Staff requests that the Committee recommend approval of the FY19 budget amendment to the GoTriangle Board of Trustees at the January 23, 2019, meeting.

The above action will be presented for approval to the Durham County Staff Working Group and the Orange County Staff Working Group on January 16, 2019.

Background and Purpose

1. The City of Durham estimated their fiscal year 2018 Q4 invoice for transit services \$28,804.91 less than the actual cost. In order to reimburse the City of Durham for this additional expense, the fiscal year 2019 budget needs to be increased by \$28,804.91. Budget can be increased using the City of Durham’s fiscal year 2018 carryover balance totaling \$944,898.
2. DCHC MPO submitted their fiscal year 2018 Q4 invoice for Durham County staff working group administrator (SWG Admin) expenses in early fiscal year 2019. The reimbursement request invoice was paid in fiscal year 2019 instead of in fiscal year 2018. Thus, \$9,879.53 of DCHC MPO’s fiscal year 2018 carryover balance totaling \$13,277.89 for Durham County SWG Admin needs to be carried forward to fiscal year 2019 budget to cover this reimbursement.
3. DCHC MPO submitted their fiscal year 2018 Q4 invoice for Orange County staff working group administrator (SWG Admin) expenses in early fiscal year 2019. The reimbursement request invoice was paid in fiscal year 2019 instead of in fiscal year 2018. Thus, \$9,879.53 of DCHC MPO’s fiscal year 2018 carryover balance totaling \$13,277.89 for Orange County SWG Admin to be carried forward to fiscal year 2019 budget to cover this reimbursement.

Financial Impact

The proposed Budget Ordinance Amendment provides access to fiscal year 2018 carryover funds needed for the following fiscal year 2018 operating expense reimbursements paid in fiscal year 2019:

1. The City of Durham – Increase fiscal year 2019 budget by \$28,804.91 using fiscal year 2018 carryover funds to cover the \$28,804.91 fiscal year 2018 operating expenses paid in fiscal year 2019.
2. DCHC MPO Durham County – Increase fiscal year 2019 budget by \$9,879.53 using fiscal year 2018 carryover to cover the \$9,879.53 fiscal year 2018 operating expenses paid in fiscal year 2019.
3. DCHC MPO Orange County – Increase fiscal year 2019 budget by \$9,879.53 using fiscal year 2018 carryover to cover the \$9,879.53 fiscal year 2018 operating expenses paid in fiscal year 2019.

Attachments

- Budget Ordinance Amendment 2019 0001

Staff Contact(s)

- Jennifer Keep, 919-485-7418, jkeep@gotriangle.org
- Sandra Freeman, 919-485-7475, sfreeman@gotriangle.org



2019 0001

**GOTRIANGLE
FISCAL YEAR 2019
TRIANGLE TAX DISTRICT – DURHAM/ORANGE OPERATING FUND
BUDGET ORDINANCE**

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/Orange Operating Fund** for the fiscal year beginning July 1, 2018, and ending June 30, 2019:

	Original	Revised
Article 43 ½ Cent Sales Tax	\$ 38,064,437	\$ 38,064,437
Vehicle Rental Tax	1,942,705	1,942,705
\$7 County Vehicle Registration Tax	2,552,635	2,552,635
\$3 Vehicle Registr Transfer from Dur/Orange		
Special Tax District	1,093,970	1,093,970
Grants/Others	445,410	445,410
Prior Year Appropriation Reallocated in Current Year	11,021,882	11,070,446
Reserve Balance Appropriation	<u>44,859,285</u>	<u>44,859,285</u>
Total	\$ 99,980,324	\$ 100,028,888

Section 2. The following amounts hereby are appropriated in the **Triangle Tax District Durham/Orange Operating Fund** for the fiscal year beginning July 1, 2018, and ending June 30, 2019:

	Original	Revised
Durham Transit Services	\$ 4,870,975	\$ 4,909,659
Orange Transit Services	3,701,438	3,711,318
Transfer Other Capital to Triangle Tax District - Durham/Orange Capital Fund	84,646,187	84,646,187
Transfer Prior Year Capital Appropriation Reallocated in Current Year to Triangle Tax District - Durham/Orange Capital Fund	<u>6,761,724</u>	<u>6,761,724</u>
Total	\$ 99,980,324	\$ 100,028,888

Section 3. 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 23RD DAY OF JANUARY 2019.

Ellen Reckhow, Board of Trustees Chair

ATTEST:

Michelle C. Dawson, Clerk to the Board

MEMORANDUM

TO: GoTriangle Board of Trustees Planning & Legislative Committee
FROM: Communications & Public Affairs
DATE: December 5, 2018
SUBJECT: **Wake Transit Public Engagement Policy**

Strategic Objective or Initiative Supported

Promote High Quality Customer Service

2.5 Actively engage the communities we serve (employees, citizens, customers, etc.)

Action Requested

Staff requests that the Committee review and recommend Board adoption of the proposed Public Engagement Policy.

Background and Purpose

As required by the Wake Transit Governance Interlocal Agreement, Capital Area MPO staff was tasked with developing a public engagement policy for Wake Transit Plan implementation projects. This specifically includes outreach related to the development of the annual Wake Transit Work Plan, and the update process for the Wake Transit Plan Multi-Year Vision. Over the past year, a project team has worked with a consultant (Nelson\Nygaard) to review peer practices and national best practices related to public engagement for public transportation projects. A draft policy was developed and revised several times. The current recommendation been reviewed by staff from Wake Transit partner agencies and jurisdictions. In addition to preparing the recommended policy, CAMPO staff have also solicited feedback from representatives of key community stakeholder groups. At its meeting on October 23, the Transit Planning Advisory Committee voted unanimously to recommend the policy to the Wake Transit governing boards. In addition to a presentation to the Planning & Legislative Committee, it will also be presented to CAMPO's Technical Coordinating Committee for a recommendation of approval, followed by a public hearing and consideration of adoption by their Executive Board on January 16, and the Board of Trustees on January 23rd. The proposed policy is available for public review and comment from November 14, 2018 - January 4, 2019.

Staff will provide more information on the recommended Public Engagement Policy and will be available to answer any questions at the Planning & Legislative Committee's and GoTriangle Board of Trustees' meetings in December and January, respectively.

Financial Impact

While there is no specific financial impact related to adoption of the Public Engagement Policy, it would have the impact of some additional investment in public engagement related activities for capital, operating, and special projects related to future implementation of the Wake Transit Plan.

Attachments

- Public Engagement Policy

Staff Contact(s)

- Juan Carlos Erickson, 919-485-7569, jerickson@gotriangle.org



PO Box 13787
Research Triangle Park, NC 27709
P: 919.485.7510 | F: 919.485.7547

www.gotriangle.org

DRAFT



Public Engagement Policy & Report

2018

Wake Transit Plan

GO FORWARD
A COMMUNITY INVESTMENT IN TRANSIT



CONTENTS

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INTRODUCTION

In November 2016, voters in Wake County approved a local ½ cent option sales tax, paired with other local, federal, and state revenues to fund public transit improvements in Wake County. The Wake Transit Plan consists of four big moves: connect the region, connect all Wake County communities; create frequent reliable urban mobility; and enhance access to transit. The Plan will be implemented over the next 10 years, and beyond. The funding for transit projects is slated to continue flowing with additional improvements to the system. With this new funding source, the Wake Transit Plan partners are embarking on an ambitious public investment strategy that will include a tripling of bus service, as well as implementation of bus rapid transit and commuter rail, plus a slate of capital projects designed to support the service investments.

The Wake Transit Plan represents a direct investment by the Wake County community. As such, an integral component of the Wake Transit Plan is active, ongoing participation and engagement from members of the public.

This report is comprised of three main components that make up the Wake Transit Public Engagement strategy overall: the Public Engagement Policy, a Toolkit, and a Guidebook. The purpose of the policy is to establish guiding principles and practices for public engagement related to projects funded through the Wake Transit Plan. The policy adds further clarity to the overarching Master Participation Agreement, which states that projects should have an element of public engagement.

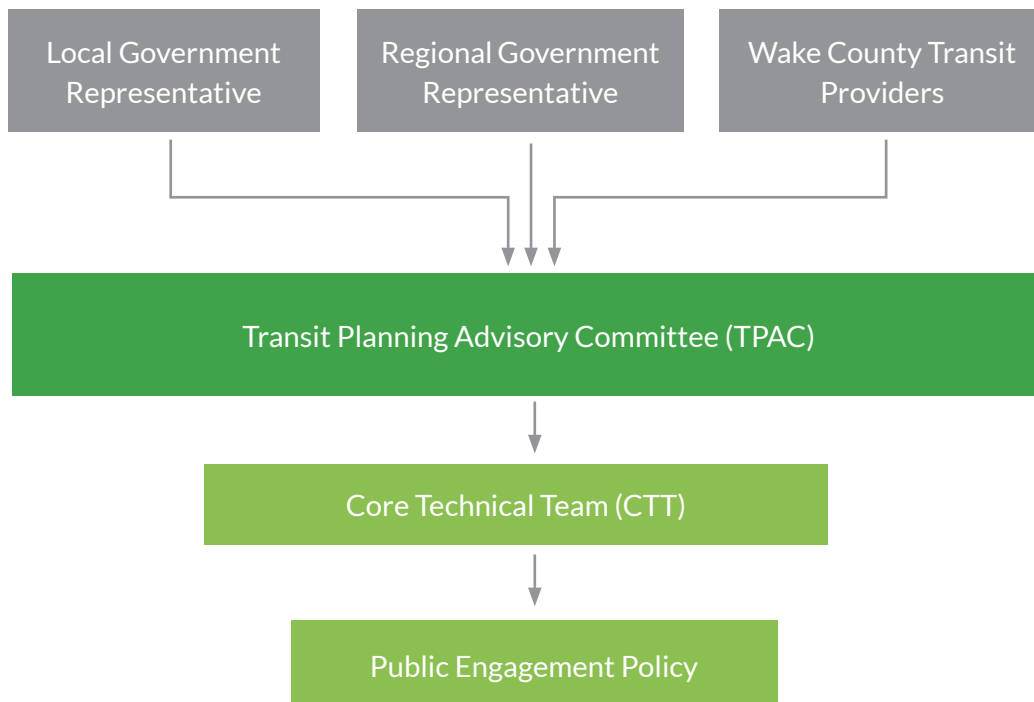
WAKE TRANSIT PLAN GOVERNANCE

As a new funding source, responsibility for implementation of the Wake Transit Plan has been assigned to the governing boards (the CAMPO Executive Board and the GoTriangle Board of Trustees). They are also responsible for approval and implementation of the following Public Engagement Policy (PEP).

The Wake Transit Governance Interlocal Agreement (Governance ILA) established a staff-level advisory committee to coordinate planning and implementation of the Wake Transit Plan, known as the Wake County Transit Planning Advisory Committee (TPAC). The TPAC is comprised of representatives from regional and

local governments as well as Wake County transit providers (GoTriangle, City of Raleigh, GoCary and GoWake Access) and major institutions. These entities, who were all invited to be signing parties to the Master Participation Agreement, are known as the Wake Transit Partners. The TPAC oversees the development of the Public Engagement Policy. The TPAC assigned hands-on management and development of this policy to a Public Engagement Policy Core Technical Team (CTT). This document was prepared under the direction of the PEP CTT. Information on CTT and TPAC membership may be found in the appendices.

For Wake Transit Plan implementation, different agencies “sponsor” or “lead” various transit projects or transit plan implementation activities, respectively, with the support of other agencies and municipalities in the County. For example, the annual development of the Wake Transit Work Plan (WTWP) is jointly led and managed by CAMPO and GoTriangle; however, the projects in the WTWP may be undertaken by other Wake Transit Partners in a capacity of project ‘sponsor’. Over time, the Partners will continue to implement projects from the Wake Transit Plan both individually and collaboratively.



WAKE TRANSIT PARTNERS INVITED AS PARTIES TO THE MASTER PARTICIPATION AGREEMENT:

Capital Area MPO

Go Triangle, Go Cary, Go Raleigh

City of Raleigh

Wake County

NC State University

Research Triangle Foundation

Towns of:

Apex

Car

Holly Springs

Fuquay-Varina

Garner

Knightdale

Morrisville

Rolesville

Wake Forest

Wendell

Zebulon

The following section attempts to:

- Ensure early resource planning and review of anticipated public engagement activities at the onset of a project, and,
- Outline the roles and responsibilities of the project team and Wake Transit partners as it relates to public engagement.

The Master Participation Agreement sets the framework that future projects and operating agreements must include public engagement elements.

Capital Funding, Operating, and Special Agreements

As directed by the Wake Transit Governance Interlocal Agreement (Governance ILA) and reaffirmed by the Wake Transit Master Participation Agreement (Participation Agreement), annual appropriations for operating and

capital projects in the Wake Transit Work Plan require capital funding agreements and operating agreements. These project level agreements detail the expectations, roles and responsibilities of all parties. Wake Transit funds cannot be spent prior to execution of an operating or capital agreement by all parties.

Capital funding or operating or special agreements entered into after the approval of this Public Engagement Policy should include the following language:

- **Public Engagement: The project sponsor agrees to follow minimum engagement standards outlined in the Wake Transit Public Engagement Policy.**

REPORT ORGANIZATION

This report is organized into the following three sections: the public engagement policy, the public engagement planning guidebook, and the toolkit. **Please note, the supplemental Guidebook and Toolkit are not part of the approved Policy in order to ensure flexibility in customizing plans to each project and phase of engagement.** Those supplemental materials provide additional detail on how to develop customized project-level and individual phase public engagement plans, as well as a toolkit of public engagement resources.

The **Public Engagement Policy (PEP)** is adopted by the **Wake Transit governing boards** (the CAMPO Executive Board and the GoTriangle Board of Trustees). It is designed to provide a high-level overview of what the public can expect from public engagement activities associated with the implementation of the Wake Transit Plan, while retaining flexibility in the way individual project teams and agencies carry out their work.

The **Public Engagement Planning Guidebook** is not adopted by the governing boards, rather, it is maintained by the Public Engagement and Communications (PE&C) Subcommittee under the TPAC. The Guidebook provides guidance and detailed suggestions for the development of custom public engagement plans, their implementation activities and performance measures.

The **Public Engagement Toolkit** is also not adopted by the governing boards and is maintained by the PE&C Subcommittee under the TPAC. The toolkit provides explanations and detailed information on a variety of tools and techniques that can be used to facilitate public engagement. Some of the tools and techniques included are known to be successful in the Triangle region, while others were generated from best practices in the public engagement industry.

Many of the public engagement requirements included in the Policy and supplemental Planning Guidebook and Toolkit are extracted from the preliminary research, data



collection, and analysis conducted as part of developing this report. A more detailed explanation of these preliminary resources can be found in the Appendices:

- Best Practices Review
- Review of Existing Wake Municipalities' and Transit Agencies' Public Engagement Policies
- Key Stakeholder Interviews
- Wake Transit Specific Gaps and Needs Analysis

BUS STOP
Tyan
6
triangle
transit
300
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all points of the Triangle

GO Triangle

2710

2710

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OPELS

GO

1

PUBLIC ENGAGEMENT POLICY

Trust and credibility are the foundation of effective and authentic public and stakeholder engagement programs. This is especially true when efforts are coordinated across multiple agencies and partners. This Public Engagement Policy (PEP) is intended to provide a high-level overview of what the public can expect from public engagement activities associated with the implementation of the Wake Transit Plan, while retaining flexibility in the way individual project teams and agencies carry out their work.

Though the meaningful engagement of diverse interests may be challenging at times, transportation decisions are ultimately more responsive to local needs as a result of the public participation process. Public engagement provides decision-makers with relevant, applicable information prior to decision-making, and provides the public an opportunity to raise concerns and share perspectives that can be considered with discussion of technical, political and economic issues.

POLICY STATEMENT

The Wake Transit Partners are committed to early and continuous participation by the Wake County community in developing transit policies, plans, and services. With this policy, the Partners seek to establish a system that encourages public reflection, reaction and discussion of the wide-ranging and evolving issues associated with implementation of the Wake Transit Plan. Investing in high-quality, meaningful, public engagement from the beginning of projects through to their completion will be paramount to our success.

GUIDING PRINCIPLES

The following principles will guide Wake Transit Plan public engagement efforts, including the development of customized engagement plans.



COLLABORATIVE

Build trust among Wake County businesses, residents, agencies, government officials, advocacy and

civic groups, and other stakeholders and promote lasting relationships and partnership with the community.

- Maintain transparency and ongoing, two-way, communication by conducting outreach regularly with residents, businesses, key stakeholder/advocacy groups, elected officials and funding partners, groups within the project corridors, and others as pertinent.
- Proactively distribute project information in a clear, comprehensive, open and timely manner with a unified voice to ensure that stakeholders receive consistent communication from all members of any Wake Transit project team.

APPLICABILITY

Requirements included in the following policy are applicable to projects that have a Wake Transit capital, operating, or special agreement, as well as the following items outlined in Section 3.03 of the Wake Transit Governance Interlocal Agreement (Governance ILA). Specifically, the:

- Wake County Transit Work Plan;
- Multi-Year Service Implementation Plan;
- Program Management Policy and Plan for Community Funding Areas;
- Project Prioritization Policy;
- Wake Transit Vision Plan (Multi-Year Vision Plan);
- This Public Engagement Policy; and,
- Any major amendments or updates to the policies and plans listed above.

The TPAC, or its designee, should identify which projects to exempt from this requirement when it reviews the annual draft of the WTWP capital and operating budgets during their development process. Exemptions are described later in this policy. *This policy is not intended to take the place of the public engagement policies of transit agencies or other partner organizations.*



INCLUSIVE

Engage populations that have been traditionally underengaged in meaningful and community-centered ways.

- This includes minorities, low-income individuals, populations with limited English proficiency and environmental justice populations, communities outside of the core areas of Raleigh and Cary, and others depending on the project's potential impacts and location(s).



ACCESSIBLE

Present information in easy-to-access formats and ensure that input opportunities are both dispersed across Wake County and are near

any impacted project areas, as well as being reachable by transit, when feasible.

- While not everyone in the community will elect to participate in any given engagement process, it is important that a broad range of potential participants are aware of the opportunity to participate and of the ways they can access information.
- Communicate about projects and components using simple and effective language that the entire community can understand.
- Communicate in a variety of formats – virtually (on the internet), visually, literally, audibly



ACCOUNTABLE

Honor the community's investment and partnership throughout implementation projects by encouraging, reviewing, documenting

and incorporating public and stakeholder input in ways that promote lasting relationships of trust.

- Documentation of public input should be publicly accessible and shared with both the project team and decision makers.
- Regularly communicate back to participants to share updates and information on how public input influenced the project.



INFORMATIVE

Enhance awareness and understanding of the Wake Transit Plan implementation, including general benefits of transit as well as

explanations of individual projects, to enable informed engagement and meaningful participation from a wide range of community members.

- Develop and maintain broad public understanding and support of the Wake Transit Plan and associated implementation projects.



MEANINGFUL

Ensure all public engagement has a clear purpose, is relevant, is conducted at the appropriate time, and is intentional.

- Facilitate opportunities to partner with stakeholders and the public through relevant, timely public engagement activities.
- Provide sufficient notice to the public and stakeholders for public engagement periods.
- Be flexible and responsive to community needs related to tools and tactics for effective public engagement unique to the Wake County community and the project.

PUBLIC ENGAGEMENT REQUIREMENTS

This policy reflects the diversity of projects and investments associated with implementing the Wake Transit Plan. It is designed so the recommendations are relevant, logical and appropriate, while allowing for the scalability and organization of engagement activities by project type and building upon public engagement requirements associated with other funding sources.

Accordingly, the following engagement expectations and requirements are organized around three different elements of Wake Transit Plan implementation: future updates to the Wake Transit Vision Plan; the annual WTWP; and, more generally, other implementation projects. This policy provides high-level guidance on requirements associated with public engagement planning and execution.

WAKE TRANSIT VISION PLAN (OR MULTI-YEAR VISION) UPDATE

In 2016, Wake County residents voted to fund the Wake Transit Plan, which included a vision and investment strategy for public transportation in Wake County. The Wake Transit Partners are currently working to implement this vision and over time it will need to be updated. Any process to make changes or updates to this multi-year vision should involve the broader Wake County community.

- The Vision Plan Update process is anticipated to take over one year to complete (15-18 months). It should occur every four to five years and completion should align with the early phases of development of the region's long-range transportation plan.
- Public engagement during development of the Vision Plan Update will:
 - » Be refined in a discrete public engagement plan specific to the particular update.

- » Be a **collaborative** public engagement process. As such, a steering committee made up of community stakeholders shall be convened to review and provide advice and feedback at regular intervals throughout the update process. This is in addition to a project level technical team or working group.
- » Occur at multiple times across the various phases of the update process.
- » Include in-person activities across Wake County, and in each town, during each outreach or engagement phase. (Additional guidance can be found in the Guidebook)
- » Include opportunities for online engagement during each phase.

Formal Adoption Process:

The Wake Transit Vision Plan Update will be approved by the Wake Transit Governing Boards - the CAMPO Executive Board and the GoTriangle Board of Trustees.

- **Public Comment Period** - In advance of adoption by the governing boards, and in addition to the public comment guidelines outlined later in this policy, there should be one joint public comment period open for a minimum of **40 days prior to action to adopt by either governing board.**
 - » Notice must be posted, at a minimum, on the Wake Transit and/or TPAC website.
- **Public Hearing** - The two governing boards should convene one joint public hearing for the Vision Plan update, at least **14 days prior to action to adopt by either governing board.**

VISION PLAN UPDATE MINIMUMS

Governing Boards:

- **40 day public comment period**
- **14 day notice of joint public hearing**
- **14 day notice for adoption**
 - » Notice must be posted at least **14 days prior to the hearing** on the Wake Transit and/or TPAC website as well as the websites of both governing boards.
- **Public Comment Summary** – The Wake Transit lead agency for public engagement is responsible for providing a public comment summary to both governing boards before they approve or adopt the Update. In advance of, or as part of, the staff report and/or staff presentation, the governing boards will receive a public engagement summary that includes a synthesis of engagement activities, themes or a summary of public input received and a staff response or explanation of how the input influenced the final recommendation before the governing boards.
- **Adoption** – Notice must be posted on the websites of both governing boards at least **14 days prior to adoption** by either governing board.
- Following adoption, the project partners should conduct a performance review (“after-action”) of the public engagement that took place throughout the process and document outcomes, best practices, and where opportunities for improvement exist. This review may be hosted by TPAC or its designee.

WAKE TRANSIT WORK PLAN (WTWP)

The annual work plan process allocates funding to projects and identifies project sponsors. The Wake Transit Plan partners make these decisions collectively and produce a Draft Transit Work Plan and subsequent Recommended Transit Work Plan each by fiscal year. This work program must be shared and vetted with members of the public

each year during the development process, before the funding allocations are finalized. The Lead Agency for Public Engagement is responsible for managing public engagement related to the development and approval of the WTWP.

While the broader Wake County community may desire to be involved in the development of large capital projects and key policy decisions, it is generally less interested in participation during the development of detailed annual work plans. The purpose of public engagement related to the WTWP is to make sure that members of the public are aware that the WTWP draft has been released for review and that the opportunity to access the information and provide input exists. The other goal of engagement during the WTWP development is general outreach – to educate the community about accomplishments of the prior year as well as provide information about upcoming, short-term, improvements outlined in the next year’s draft WTWP.

Public engagement activities will:

- Begin following the release of the Draft Wake Transit Work Plan by the TPAC.
- Be a **consultative** process – providing an opportunity to obtain public feedback on the recommendations in the draft work plan. This includes a commitment to provide feedback, in return, to the public explaining how their input influenced the final plan.
- Primarily be in the form of informational outreach which should occur across Wake County, and in each town. As described further in the Toolkit, outreach includes activities beyond in-person engagement, such as the utilization of internet and social media, communication to traditional media, sharing information with local community networks, etc.
- Provide an initial public comment period of at least 30 days before the TPAC takes action to send a Recommended Annual Work Plan to the governing boards.



WORK PLAN MINIMUMS

TPAC:

- 30 day public comment period

Governing Boards:

- 14 day public comment period
- 7 day notice IF public hearing

Formal Adoption Process:

The WTWP is ultimately approved by the Wake Transit Governing Boards - the CAMPO Executive Board and the GoTriangle Board of Trustees.

- **Public Comment Period** - In advance of adoption by the governing boards, and following the public comment guidelines outlined later in this policy, there may be one joint public comment period open for a minimum of 14 days prior to adoption.

- **Public Hearing** - The two governing boards may each host their own, separate, public hearing for the WTWP prior to adoption. At a minimum, notice should be posted on the official TPAC and/or Wake Transit website as well as the website of any governing board hosting a hearing at least **7 days in advance of the hearing**.
- **Public Engagement Summary Report** - The Wake Transit Lead Agency for Public Engagement is responsible for developing the draft WTWP public comment summary to both governing boards before they approve or adopt the item. In advance of, or as part of, the staff report and/or staff presentation, the governing boards will receive a public engagement summary that includes a synthesis of engagement activities, themes or summary of public input received and a staff explanation of how the input influenced the final recommendation before the governing boards.

Following adoption, the project partners should conduct a performance review (“after-action”) of the public engagement that took place throughout the process and document outcomes, best practices, and where opportunities for improvement exist. This review may be hosted by TPAC or its designee.

PUBLIC COMMENT AND PUBLIC NOTIFICATION

WAKE TRANSIT GOVERNING BOARD PUBLIC COMMENT PERIODS

In addition to the requirements set in this policy for the annual Wake Transit Work Plan and the Wake Transit Vision Plan Update, any other item specifically listed under Applicability at the beginning of this policy (Multi-Year Service Implementation Plan, Program Management Policy and Plan for Community Funding Areas, Project Prioritization Policy, Public Engagement Policy, and any major amendments or updates to these policies and plans), that is to be adopted or approved by the Wake Transit governing boards (the CAMPO Executive Board and the GoTriangle Board of Trustees), shall ensure that all interested parties have reasonable opportunities to comment by providing:

- **A combined (Joint) Public Comment Period** - A single public comment period of **at least 14 days** may be provided for the governing boards and the TPAC altogether.* In this scenario, all public comments should be directed to one source, the Lead Agency for Public Engagement, who will compile and distribute all comments to the lead agency for the item. (See Roles and Responsibilities under the Coordination and Collaboration section of the Guidebook)
 - » Public Notice: At a minimum, public comment periods should be posted on the official TPAC or Wake Transit and governing board websites. The TPAC and/or Wake Transit Plan website should clearly distinguish between items that are coming before TPAC and the governing boards, as well as include information on how to provide input.

- **Public Engagement Summary Report** - The lead agency for the item is responsible for providing a public comment summary to both governing boards before they approve or adopt the item. In advance of, or as part of, the staff report and/or staff presentation, the governing boards will receive a public engagement summary that includes a synthesis of engagement activities, themes or summary of public input received and, if known at the time, a staff response or explanation of how the input influenced the final recommendation before the governing boards.
- **Opportunity for In-person Public Comment** - Any meeting of a governing board where board action is anticipated to occur on an “Applicable” item shall provide an opportunity for the public to speak to the item before action is taken by the decision-making body.
 - » Public Notice: At a minimum, notice via meeting agenda should be posted on the official TPAC or Wake Transit and associated governing board website at least **7 days in advance of the meeting**. The TPAC and/or Wake Transit Plan website should clearly distinguish between items that are coming before TPAC and the governing boards.

Project-Level Public Comment Periods

For independent public comment periods occurring as part of the public engagement for a project, **the project sponsor can establish the length, tools, and tactics necessary**. Public comment periods that are incorporated into a project’s public engagement processes do not have official requirements under this policy.

OTHER WAKE TRANSIT IMPLEMENTATION PROJECTS

The individual pieces of the Wake Transit Plan include changing and updating existing bus services; development of new transit service types (i.e. bus rapid transit and commuter rail); and capital investments in passenger amenities, vehicles and technology (among others). Because implementation takes place over the course of multiple

* While it would be ideal to end the single public comment period before the TPAC acts to recommend an item to the governing boards, it may not always be feasible and therefore is not a minimum requirement. (The TPAC is not required to hold public comment periods or public hearings during their process of providing advice or recommendations to the governing boards.)

Typically, any project that has a Wake Transit capital, operating, or special agreement should develop and implement a customized public engagement plan to be reviewed by TPAC, or its designee, as part of receiving funding. Project sponsors developing new projects with funding from the Wake Transit Plan should reference the Public Engagement Planning Guidebook for detailed expectations about developing a public engagement plan.

years, public engagement activities will also be ongoing. The scale and effort required over the lifetime of each project, and during each phase of engagement along the way, will vary according to the anticipated level of public influence and the requirements of other funding sources (if any).

Alternative Public Engagement Strategies and Exemptions

Not all projects receiving funding will need public engagement or a plan showing how it will be deployed. Exemptions should be determined by the TPAC. The TPAC, or its designee, should endeavor to identify which projects to exempt from this requirement during the development process for the annual draft of the WTWP capital and operating budgets. Project sponsors may also submit an exemption request to the TPAC, or its designee, or to CAMPO TPAC Administration staff. Project sponsors may need to do more than what is minimally required in their organization's established policy or plan based on the unique nature of individual projects and to ensure a holistic coordinated effort across Wake Transit implementation. Examples:

- If agencies already have a Federal Transit Agency (FTA) approved service change policy and associated public engagement plan, which will apply to most bus operating projects, they should be submitted for review, and anything additional that may be needed based on the unique nature of those projects can be recommended by the subcommittee.



- For large capital projects that receive federal funding, there will also be federal National Environmental Policy Act public engagement plans or process requirements that can be submitted for review, and anything additional that may be needed based on the unique nature of those projects can be recommended by the TPAC, or its designee.
- Projects budgeted to begin in Fiscal Years 2018 and 2019, before adoption of this policy, with public engagement activities that are already scoped.

Other Local, State, and Federal Requirements

While the Wake Transit Plan will raise significant resources locally, it is also designed to leverage external funding, including federal and state resources. In cases where other local, state, or federal funds are used, public engagement activities will also be governed by the requirements associated with these funding programs, the majority of which are set by federal statute. All public engagement plans developed should adhere to relevant federal and state guidelines. This includes the N.C. Local Government Budget and Fiscal Control Act. The federal, state, and local requirements for public engagement may be found in the appendices.



UPDATES TO THE PUBLIC ENGAGEMENT POLICY, PLANNING GUIDEBOOK AND TOOLKIT

As with most plans and policies, the Public Engagement Policy will need occasional updates to ensure the document stays current with best practices as well as state, federal, and local requirements. Updates are also useful as staff changes and the Wake Transit Plan Partners gain more experience executing and managing public engagement strategies related to implementation for the Plan across Wake County.

It is anticipated that this policy will guide the public engagement for the initial Wake Transit Vision Plan Update process. Following the initial Update, before future Wake Transit Vision Plan Update processes begin, the Wake Transit Plan partners, through the TPAC, shall endeavor to reconvene to update the Public Engagement Policy.

APPENDIX A - Acronyms

ACS - American Community Survey

ADA - Americans with Disabilities Act -

AN - Advance Notification

App - An application, especially as downloaded by a user to a mobile device

CAC - Citizen Advisory Council

CAMPO - Capital Area Metropolitan Planning Organization

CAP - Community Awareness Plan

CE - Categorical Exclusion

CEQ - Council on Environmental Quality

CFR - Code of Federal Regulations

CMT - Communications Media Technology

CTT - Core Technical Team

DOT - Department of Transportation

EA - Environmental Assessment

EIS - Environmental Impact Statement

EJ - Environmental Justice

EPA - Environmental Protection Agency

FHWA - Federal Highway Administration

FTA - Federal Transit Administration

GIS - Geographic Information System

ISTEA - Intermodal Surface Transportation Efficiency Act

LAPE - Lead Agency for Public Engagement

LEP - Limited English Proficiency

LRTP - Long Range Transportation Plan

MAP-21 - Moving Ahead for Progress in the 21st Century

MOT - Maintenance of Traffic

MPO - Metropolitan Planning Organization

MTP - Metropolitan Transportation Plan

NEPA - National Environmental Policy Act

PDF - Portable Document Format; a file format used to present documents in a manner independent of application software, hardware, and operating systems

PE - Public Engagement

PEP - Public Engagement Policy

PIP - Public Involvement Plan

PIO - Public Information Officer

PIPM - Public Involvement Performance Measurement

PM - Project Manager

PSA - Public Service Announcement

ROW - Right of Way

SAFETEA-LU - the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users

STIP - State Transportation Improvement Program

TEA-21 - Transportation Equity Act for the 21st Century

TIP - Transportation Improvement Program

TPAC - Transit Planning Advisory Committee

USC - United States Code

WTWP - Wake Transit Work Plan (annual)

APPENDIX B - Federal and State Rules on Public Participation

INTRODUCTION

Minimum requirements for public participation are based on a number of federal rules that speak to the inclusion of all individuals. These rules ensure participation and accommodations made for individuals with disabilities, those with limited English proficiency, older adults, and minority populations. In addition to federal rules, states (and some municipalities) have differing rules for public engagement and open meetings for the public. The federal, state, and local rules that are applicable to the Wake Transit Plan are captured in this appendix.

Electronically Provided Information

"Make public information available in electronically accessible format and means, such as the World Wide Web..."

23 CFR 450.210 and 450.316

The Rehabilitation Act of 1973, Section 508 establishes requirements for electronic and information technology developed, maintained, procured, or used by the Federal government. Section 508 requires Federal electronic and information technology to be accessible to people with disabilities, including employees and members of the public.

- Section 508 of the Rehabilitation Act of 1973, as amended 29 U.S.C. §794 (d) Electronic and information technology (a) Requirements for Federal departments and agencies

"(1) Accessibility

Development, procurement, maintenance, or use of electronic and information technology

When developing, procuring, maintaining, or using electronic and information technology, each Federal department or agency, including the United States Postal Service, shall ensure, unless an undue burden would be imposed on the department or agency, that the electronic and information technology allows, regardless of the type of medium of the technology --

individuals with disabilities who are Federal employees to have access to and use of information and data that is comparable to the access to and use of the information and data by Federal employees who are not individuals with disabilities; and

individuals with disabilities who are members of the public seeking information or services from a Federal department or agency to have access to and use of information and data that is comparable to the access to and use of the information and data by such members of the public who are not individuals with disabilities."

Interested Parties

"Providing citizens, affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties with reasonable opportunities to be involved in the transportation planning process."

Limited-English-Proficiency

"...to improve access to federally conducted and federally assisted programs and activities for persons who, as a result of national origin, are limited in their English proficiency (LEP)"

(Goals) "...The Federal Government is committed to improving the accessibility of these services to eligible LEP persons, a goal that reinforces its equally important commitment to promoting programs and activities designed to help individuals learn English. To this end, each Federal agency shall examine the services it provides and develop and implement a system by which LEP persons can meaningfully access those services consistent with, and without unduly burdening, the fundamental mission of the agency."

- Limited-English-Proficiency, Executive Order #13166

FHWA has made our Recipients and Sub-Recipients responsible for satisfying the requirements of LEP. Recipients and Sub-Recipients are responsible for satisfying the LEP requirements, including conducting a Four-Factor Analysis and developing a Language Access Plan.

"The United States Department of Transportation (DOT) is publishing guidance concerning services and policies by recipients of Federal financial assistance from the Department of Transportation related to persons with limited English proficiency. The guidance is based on the prohibition against national origin discrimination in Title VI of the Civil Rights Act of 1964, as it affects limited English proficient persons."

Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons, Federal Register Volume 70, Number 239, Wednesday, December 14, 2005

Public Input on Performance-based Planning

"The Secretary shall establish criteria to evaluate the effectiveness of the performance-based planning processes of States, taking into consideration the following:

The extent to which the State is making progress toward achieving, the performance targets described in subsection (d)(2), taking into account whether the State developed appropriate performance targets.

The extent to which the State has made transportation investments that are efficient and cost-effective.

The extent to which the State has developed an investment process that relies on public input and awareness to ensure that investments are transparent and accountable; and provides reports allowing the public to access the information being collected in a format that allows the public to meaningfully assess the performance of the State."

- 23 U.S.C. 135 (h)(1)

Public Meetings and Hearings

Public hearings –

"Any State transportation department which submits plans for a Federal-aid highway project involving the by passing of or, going through any city, town, or village, either incorporated

or unincorporated, shall certify to the Secretary that it has had public hearings, or has afforded the opportunity for such hearings..."

- 23 USC §128

"Ensure that public meetings are held at convenient and accessible locations and times..."

- 23CFR450.210 and 450.316

"Provide public notice of NEPA-related hearings, public meetings, and the availability of environmental documents so as to inform those persons and agencies who may be interested or affected."

- CEQ Regulations 40 CFR 1506.6(b)

"Provide accessibility in programs, activities, and facilities. Not discriminate on the basis of disability regarding admission and access to its programs and activities and its employment practices."

"Ensure appropriate accessibility standards to all transportation facilities in an accessible and safe manner."

- Section 504 of the Rehabilitation Act of 1973

Program Accessibility, Discrimination prohibited.

"Except as otherwise provided in §35.150, no qualified individual with a disability shall, because a public entity's facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity." State and Local Government Activities, covers all activities of State and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services, and activities.

- Americans with Disabilities Act (ADA), Title II, Subpart D Sec.35.149

Public Meetings and Hearings (Federal Agencies)

Sunshine Act - Federal requirements (Pub.L. 94-409, 90 Stat. 1241, enacted September 13, 1976, 5 U.S.C. §552b)

Federal agencies,

"In the case of each meeting, the agency shall make public announcement, at least one week before the meeting, of the time, place, and subject matter of the meeting, whether it is to be open or closed to the public, and the name and phone number of the official designated by the agency to respond to requests for information about the meeting... The agency shall make promptly available to the public, in a place easily accessible to the public, the transcript, electronic recording, or minutes (as required by paragraph (1)) of the discussion of any item on the agenda, or of any item of the testimony of any witness received at the meeting, except for such item or items of such discussion or testimony as the agency determines to contain information which may be withheld under subsection (c)."

(Practitioners should check if state Sunshine or Open Meeting Laws apply in their state.)

Prohibiting Discrimination

Title VI of the Civil Rights Act of 1964

"Title VI prohibits exclusion from participation in, denial of benefits of, and discrimination under federally assisted programs on grounds of race, color, or national origin."

- (Pub. L. 88-352) (Title VII) (42 USC 2000)

In addition to Title VI, there are other Nondiscrimination statutes that afford legal protection. These statutes include the following: Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 USC 324) (sex), Age Discrimination Act of 1975 (age), and Section 504 of the Rehabilitation Act of 1973/Americans With Disabilities Act of 1990 (disability) Taken together, these requirements define an over-arching Title VI/Nondiscrimination Program. It is important to also understand that Title VI and the additional Nondiscrimination requirements are applicable to Federal programs in addition to programs receiving federal financial assistance due to the Civil Rights Restoration Act of 1987.

Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 USC 324)

"No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance under this title or carried on under this title. This provision will be enforced through agency provisions and rules similar to those already established, with respect to racial and other discrimination, under title VI of the Civil Rights Act of 1964. However, this remedy is not exclusive and will not prejudice or cut off any other legal remedies available to a discriminatee."

Rehabilitation Act of 1973, Section 504 provides:

"No otherwise qualified individual with a disability in the United States, as defined in section 7(20) shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service."

Americans With Disabilities Act of 1990;

(Pub. L. 101-336, 104 Stat. 327 as amended; 42 U.S.C. Sec. 12132.

Discrimination.

"... no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any such entity."

Limited-English-Proficiency

"...to improve access to federally conducted and federally assisted programs and activities for persons who, as a result of national origin, are limited in their English proficiency (LEP)"

(Goals)

"...The Federal Government is committed to improving the accessibility of these services to eligible LEP persons, a goal that reinforces its equally important commitment to promoting programs and activities designed to help individuals learn

English. To this end, each Federal agency shall examine the services it provides and develop and implement a system by which LEP persons can meaningfully access those services consistent with, and without unduly burdening, the fundamental mission of the agency.”

- Limited-English-Proficiency, Executive Order #13166

FHWA has made our Recipients and Sub-Recipients responsible for satisfying the requirements of LEP. Recipients and Sub-Recipients are responsible for satisfying the Limited-English- Proficiency requirements including conducting a Four-Factor Analysis and developing a Language Access Plan.

“The United States Department of Transportation (DOT) is publishing guidance concerning services and policies by recipients of Federal financial assistance from the Department of Transportation related to persons with limited English proficiency. The guidance is based on the prohibition against national origin discrimination in Title VI of the Civil Rights Act of 1964, as it affects limited English proficient persons.”

- Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons, Federal Register Volume 70, Number 239, Wednesday, December 14, 2005

Title VI Program and Related Statutes - Implementation and Review Procedures

Purpose

“The purpose of this part is to effectuate the provisions of title VI of the Civil Rights Act of 1964 to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Transportation.”

- 23 CFR 200

Public Interest

Recipients and Sub-Recipients to “assure that possible adverse economic, social, and environmental effects relating to any proposed project on any Federal-aid system have been fully considered in developing such project, and that the final decision

on the project are made in the best overall public interest, taking into consideration the need for fast, safe and efficient transportation, public services and the costs of eliminating or minimizing such adverse effects and the following: (1) air, noise, and water pollution; (2) destruction or disruption of man-made and natural resources, aesthetic values, community cohesion and the availability of public facilities and services; (3) adverse employment effects, and tax and property values losses; (4) injurious displacement of people, businesses and farming; and (5) disruption of desirable community and regional growth.”

- 23 USC 109 (h)

Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order 12898

“...make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations in the United States and its territories and possessions, the District of Columbia, the Commonwealth of Puerto Rico, and the Commonwealth of the Mariana Islands.”

Age Discrimination Act of 1975

42 U.S.C Section 6101. Statement of purpose

“It is the purpose of this chapter to prohibit discrimination on the basis of age in programs or activities receiving Federal financial assistance.”

- 42 U.S.C.

“Pursuant to regulations prescribed under section 6103 of this title, and except as provided by section 6103(b) of this title and section 6103(c) of this title, no person in the United States shall, on the basis of age, be excluded from participation, in be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance...”

Traditionally Underserved by Existing Transportation Systems

“Include a process for seeking out and considering the needs of those traditionally underserved by existing transportation

systems, such as low-income and minority households, who may face challenges accessing employment and other services;"

- 23 CFR 450.210(a)(1)(viii) and 450.316(a)(1)(vii)

North Carolina Open Meetings Law

The North Carolina Open Meetings Law covers **public bodies**. The law defines a "public body" as

any elected or appointed authority, board, commission, committee, council, or other body of the State, or of one or more counties, cities, school administrative units, constituent institutions of The University of North Carolina, or other political subdivisions or public corporations in the State that (i) is composed of two or more members and (ii) exercises or is authorized to exercise a legislative, policy-making, quasi-judicial, administrative, or advisory function.

- [N.C. Gen. Stat. § 143-318.10\(b\)](#).

Public bodies can be part of state, county, or municipal government, and they share two salient features. First, they involve **two or more persons acting jointly**. The Open Meetings Law thus do not apply to government officials who act in an individual capacity, like the governor or a mayor, when they meet with their subordinates. Second, to be covered by the Open Meetings Law, a body must **exercise a legislative, policy-making, quasi-judicial, administrative, or advisory function**. This sounds complicated, but it means that groups carrying out most government functions are covered, with the exception of courts carrying out their traditional judicial function. Examples of public bodies include state boards and commissions, city councils, school boards, and governing boards affiliated with The University of North Carolina. The law also applies to any committee or subcommittee that carries out activities on behalf of a public body or advises a public body. It does not apply to federal government bodies.

The Open Meetings Law also applies to the North Carolina General Assembly and most of its committees, but slightly different notice rules apply to these bodies. See [N.C. Gen. Stat. § 143- 318.14A](#). The law [specifically exempts from coverage](#) certain government bodies, including grand juries, law enforcement agencies, the Judicial Standards Commission, and the Legislative Ethics Committee.

APPENDIX C - TPAC Members and PE Policy CTT Members

TPAC MEMBERS:

- Tim Gardiner, Wake County
- Nicole Kreiser, Wake County
- Chris Lukasina, CAMPO
- Shelby Powell, CAMPO
- John Tallmadge, GoTriangle
- Sandra Freeman, GoTriangle
- David Eatman, Raleigh
- Michael Moore, Raleigh
- Kelly Blazey, Cary
- Danna Widmar, Cary
- Shannon Cox, Apex
- Mark Matthews, Fuquay-Varina
- Het Patel, Garner
- Kendra Parrish, Holly Springs
- Jason Brown, Knightdale
- Ben Howell, Morrisville
- Danny Johnson, Rolesville
- Chip Russell, Wake Forest
- David Bergmark, Wendell
- Cathy Reeve, NC State University
- Tim Brock, RTP

CTT MEMBERS:

- Mike Charbonneau, GoTriangle
- Shannon Cox, Town of Apex
- Matthew Cushing, CAMPO
- Juan Carlos Erickson, GoTriangle
- Timothy Gardiner, Wake County
- Jennifer Heiss, Wake County
- Ashley Hooper, GoTriangle
- Adam Howell, CAMPO
- Ben Howell, Town of Morrisville
- Bret Martin, CAMPO
- Ana Orłowski, Town of Cary
- Bonnie Parker, CAMPO
- Shelby Powell, CAMPO
- Elisabeth Raskopf, GoTriangle
- David Walker, City of Raleigh
- Brandon Watson, City of Raleigh
- Kelly Wright, City of Raleigh

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CONTRACT WORK ORDERS FOR DECEMBER 2018 (< \$100K)

Contract #	Contractor (or subject if no contractor listed)	Contract Amount	Subject	Comments	President & CEO (Jeff Mann) Date Executed	General Counsel (Shelley Blake) Date Executed
18-041I	Master Agreement for A/E On-Call Services	-	Master Agreement	Master Agreement with STV Engineers, Inc. Contractor shall perform work pursuant to authorized issued task orders. Term: 3 years with options to renew for up to 2 additional years	12/3/18	11/28/18
18-041K	Master Agreement for A/E On-Call Services	-	Wendell Architecture, PC.	Master Agreement with Wendell Architecture, PC. Contractor shall perform work pursuant to authorized issued task orders. Term: 3 years with options to renew for up to 2 additional years	12/3/18	11/28/18
18-041E	Master Agreement for A/E On-Call Services	-	Kimley Horn & Assocs. Inc	Master Agreement with Kimley Horn & Assocs, Inc. Contractor shall perform work pursuant to authorized issued task orders. Term: 3 years with options to renew for up to 2 additional years	12/3/18	11/28/18
18-041D	Master Agreement for A/E On-Call Services	-	Summit Design & Engineering Services, PPLC	Master Agreement with Summit Design & Engineering Services, PPLC. Contractor shall perform work pursuant to authorized issued task orders. Term: 3 years with options to renew for up to 2 additional years	12/3/18	11/28/18
18-029	City of Durham	-	Cooperative Agreement	Agreement memorializes the parties' commitment to cooperate in good faith and is a record of their shared interest in advancing the Project to full operation and revenue service in a timely, cost effective, and efficient manner. Agreement has no dollar value.	12/12/18	12/12/18
18-037	University of N.C., Chapel Hill	-	Cooperative Agreement	Agreement memorializes the parties' commitment to cooperate in good faith and is a record of their shared interest in advancing the Project to full operation and revenue service in a timely, cost effective, and efficient manner. Agreement has no dollar value.	12/12/18	12/12/18
18-041C	Master Agreement for A/E On-Call Services	-	A1 Consulting Group Inc.	Master Agreement with A1 Consulting Group Inc. Contractor shall perform work pursuant to authorized issued task orders. Term: 3 years with options to renew for up to 2 additional years	12/12/18	12/12/18
18-112	Payment to Town of Cary	\$2,808.00		Provides for payment to the Town of Cary for 50% of the sidewalk improvement along Aviation Parkway.	12/12/18	12/12/18
18-115	Moody's Forecast	\$23,100.00		Provides for Durham and Orange County tax Forecast. This is a lump sum agreement. Term of agreement shall be for one year.	12/12/18	12/12/18
18-113	Carolina Energy, Heating Air Mechanical	\$5,550.00		Provides for HVAC Maintenance Agreement. Term of agreement shall be for one (1) year.	12/19/18	12/17/18

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CONTRACT WORK ORDERS FOR DECEMBER 2018 (< \$100K)

Contract #	Contractor (or subject if no contractor listed)	Contract Amount	Subject	Comments	President & CEO (Jeff Mann) Date Executed	General Counsel (Shelley Blake) Date Executed
18-116	Waste Management Services	\$4,252.20		Provides for Waste Management Services. Term of agreement shall be for (3) three years with automatic renewals unless terminated.	12/19/18	12/17/18
18-114	Gregory Poole	\$1,284.25		Provides for Generator Maintenance Agreement. Term of agreement shall be for two years.	12/19/18	12/17/18
18-041J	Master Agreement for A/E On-Call Services	-		Master Agreement with Gannett Fleming, Inc. Contractor shall perform work pursuant to authorized issued task orders. Term: 3 years with options to renew for up to 2 additional years	12/19/18	12/17/18
18-041F	Master Agreement for A/E On-Call Services	-		Master Agreement with Ramey Kemp & Assocs. Contractor shall perform work pursuant to authorized issued task orders. Term: 3 years with options to renew for up to 2 additional years	12/19/18	12/17/18
18-041H	Master Agreement for A/E On-Call Services	-		Master Agreement with Terracon Consultants Inc. Contractor shall perform work pursuant to authorized issued task orders. Term: 3 years with options to renew for up to 2 additional years	12/19/18	12/17/18
16-045A	Master Agreement for Technology Services	-		Provides for a Master Agreement with WSP USA Inc. for Technology Services. The compensation of this agreement shall be pursuant to any issues task orders that shall require prior authorization. Term: 3 years with 2-1 year options to extend.	12/19/18	12/13/18
16-045A	Task Order 1 Phase 1 Initial Scoping	\$25,993.00		Provides for Phase 1 Initial Scoping with WSP USA inc. for the Development of a Regional Technology Study. The compensation of this Task Order 1 shall not exceed the contract amount. Terms and conditions pursuant to Master Agreement 16-045A. Term shall exceed 90 days.	12/19/18	12/13/18
17-069	Amendment One GoPass Agreement	-		Provides for an extension of the current GoPass Agreement. Term: July 1, 2018 – June 30, 2019.	12/19/18	12/17/18
18-031	Cooperative Agreement with the Town of Chapel Hill	-		Agreement memorializes the parties' commitment to cooperate in good faith and is a record of their shared interest in advancing the Project to full operative and revenue service in a timely, cost-effective and efficient manner. Agreement has no dollar value.	12/31/18	12/31/18