

---

*The Cape Fear Rural Transportation Planning Organization exists to serve as the intergovernmental organization for local elected officials, the North Carolina Department of Transportation, and residents of Brunswick, Columbus and Pender Counties to work cooperatively to address transportation issues.*

---

**Rural Transportation Coordinating Committee (RTCC)  
Meeting Agenda  
May 2, 2018 • 10:00 AM  
Brunswick Community College • Room 207 • Leland, NC**

**I. INTRODUCTORY BUSINESS**

1. Call to Order
2. Introductions
3. Election of Pender municipal representative (roster attached)
4. Additions or corrections to the agenda
5. Approval of minutes: February 7, 2018 (attached).
6. Public Comment

**II. PRESENTATIONS**

7. Cape Fear RPO Title VI Program – Justin Brantley, Cape Fear COG

**III. REGULAR BUSINESS**

8. **Prioritization 5.0 Statewide Tier Results** – NCDOT released the P5.0 quantitative scores and the draft list of projects funded at the Statewide Mobility tier. *No action required.*
9. **Prioritization 5.0 Preliminary Regional Tier Point Assignments** – Preliminary Regional Impact tier local input point assignments. *Staff requests a motion to recommend posting the preliminary Regional Impact tier local input point assignments to the CFRPO website.*
10. **FY 2017-2018 Planning Work Program Amendment** – The deadline to submit our final PWP amendment for the current fiscal year is June 29. *Staff requests a motion to recommend approval of the attached PWP Amendment.*
11. **FY 2018-2019 Planning Work Program** – The deadline to submit our final PWP is May 31. *Staff requests a motion to recommend approval of the attached PWP.*

**12. Title VI Documents** – As a recipient of Federal SPR funds, the RPO is required to comply with NCDOT’s Title VI program. *Staff requests a motion to recommend authorization to sign the attached Title VI documents.*

**13. I-95 Corridor Coalition** – Transportation planning organizations in the states along the -95 corridor are eligible to become affiliate members, including access to the Coalition’s Traffic Flow Data Program. *Staff requests a motion to recommend joining the I-95 Corridor Coalition.*

**14. Reports/Updates**

- Prioritization 5.0
- Columbus Co. Comprehensive Transportation Plan (CTP)
- Brunswick Co. CTP
- Legislative Ferry Report (article attached)
- Economic Impact of Shared Use Paths (summary attached)
- NCDOT Division 3 (Brunswick & Pender)
- NCDOT Division 6 (Columbus)
- NCDOT Transportation Planning Branch (TPB)
- Wilmington Area MPO (WMPO)
- Grand Strand MPO (GSATS)

**IV. OTHER**

**15. Open discussion:** General questions, comments, and other discussions

**16. Future meetings:**           *June 27, 2018 (note change)*  
  *September 5, 2018 (note change)*  
  *October 3, 2018*

**17. Adjourn**

**CAPE FEAR RPO**  
**RURAL TRANSPORTATION COORDINATING COMMITTEE (RTCC)**  
VOTING MEMBERS, May 2018

SEAT (TERM)	NAME (ALTERNATE)	POSITION	MAILING ADDRESS	TELEPHONE	EMAIL
Brunswick County (alt.)	Helen Bunch (Marc Pagès)	Zoning Admin. (Land Planner)	PO Box 249 Bolivia, NC 28422	910-253-2035 910-253-2056	<a href="mailto:hbunch@brunscos.net">hbunch@brunscos.net</a> <a href="mailto:mpages@brunscos.net">mpages@brunscos.net</a>
Brunswick Municipal 1 (2018-19)	Thomas Lloyd	Town Planner	4601 E. Oak Island Drive Oak Island, NC 28465	910/201-8001	<a href="mailto:planner@ci.oak-island.nc.us">planner@ci.oak-island.nc.us</a>
Brunswick Municipal 2 (2017-18)	Jeff Repp	Boiling Spring Lakes City Manager	9 East Boiling Spring Rd Southport, NC 28461	910-363-0025	<a href="mailto:jrepp@cityofbsl.org">jrepp@cityofbsl.org</a>
Brunswick Municipal Alt. 1 (2018-19)	Jake Vares	Southport Planner	1029 N. Howe Street Southport, NC 28461	910/457-7961	<a href="mailto:thomas_lloyd@southportnc.org">thomas_lloyd@southportnc.org</a>
Brunswick Municipal Alt. 2 (2017-18)	Gary Brown	St. James Town Administrator	4140-A Southport-Supply Rd St. James, NC 28467	910-253-4730	<a href="mailto:gbrown@stjames.town">gbrown@stjames.town</a>
Columbus County (alt.)	Gary Lanier (Samantha Alsup)	ED/Planning Director	306 Jefferson St Whiteville, NC 28472	910-640-1795	<a href="mailto:glanier@columbusco.org">glanier@columbusco.org</a> <a href="mailto:salsup@columbusco.org">salsup@columbusco.org</a>
Columbus Municipal 1 (2018-19)	Robert Lewis	Whiteville Planning Director	26 Hill Plaza Whiteville, NC 28472	910-640-1380	<a href="mailto:rlewis@ci.whiteville.nc.us">rlewis@ci.whiteville.nc.us</a>
Columbus Municipal 2 (2017-18)	Harry Foley	Lake Waccamaw Town Manager	PO Box 145 Lake Waccamaw, NC 28450	910-646-3700	<a href="mailto:lwtownmanager@embarqmail.com">lwtownmanager@embarqmail.com</a>
Columbus Municipal Alt. (2017-18)	Trey Burke	Chadbourn Town Manager	602 Brown Street Chadbourn, NC 28341	910-654-4148	<a href="mailto:tburke@townofchadbourn.com">tburke@townofchadbourn.com</a>
Pender County (alt.)	Pat O'Mahony (Kyle Breuer)	Long Range Planner (Planning Director)	PO Box 5 Burgaw, NC 28425	910-259-1202	<a href="mailto:pomahony@pendercountync.gov">pomahony@pendercountync.gov</a> <a href="mailto:kbreuer@pendercountync.gov">kbreuer@pendercountync.gov</a>
Pender Municipal 1 (2016-17)	Todd Rademacher	Surf City Planning Director	PO Box 2475 Surf City, NC 28445	910-328-4131	<a href="mailto:todd@townofsurfcity.com">todd@townofsurfcity.com</a>
Pender Municipal 2 (2017-18)	Karen Dunn	Burgaw Planning Admin.	109 N Walker St Burgaw, NC 28425	910-663-3451	<a href="mailto:planning@townofburgaw.com">planning@townofburgaw.com</a>
Pender Municipal Alt. (2017-2018)	Michael Rose	Topsail Beach Town Manager	820 S Anderson Blvd Topsail Beach, NC 28445	910-328-5841	<a href="mailto:townmanager@topsailbeach.org">townmanager@topsailbeach.org</a>
Cape Fear RPO	Allen Serkin (Chris May)	Planning Director (Executive Director)	1480 Harbour Dr Wilmington, NC 28401	910-395-4553	<a href="mailto:aserkin@capefearecog.org">aserkin@capefearecog.org</a> <a href="mailto:cmay@capefearecog.org">cmay@capefearecog.org</a>
Cape Fear COG	Chris May (Wes MacLeod)	Exec. Director (Sr. Planner)	1480 Harbour Dr Wilmington, NC 28401	910-395-4553	<a href="mailto:cmay@capefearecog.org">cmay@capefearecog.org</a> <a href="mailto:wmacleod@capefearecog.org">wmacleod@capefearecog.org</a>
NCDOT Division 3	Alan Pytcher (Karen Collette)	Div. Corr. Engineer (Div. Engineer)	5501 Barbados Blvd Castle Hayne, NC 28429	910-341-2000	<a href="mailto:apytcher@ncdot.gov">apytcher@ncdot.gov</a> <a href="mailto:kfussell@ncdot.gov">kfussell@ncdot.gov</a>
NCDOT Division 6	Darius Sturdivant (Greg Burns)	Div. Plan. Engineer (Div. Engineer)	558 Gillespie St Fayetteville, NC 28301	910-364-0600	<a href="mailto:ddsturdivant@ncdot.gov">ddsturdivant@ncdot.gov</a> <a href="mailto:gburns@ncdot.gov">gburns@ncdot.gov</a>

SEAT (TERM)	NAME (ALTERNATE)	POSITION	MAILING ADDRESS	TELEPHONE	EMAIL
NCDOT Transp. Planning	Nazia Sarder (Behshad Norowzi)	RPO Coordinator (Planning Team Super.)	1554 Mail Service Center Raleigh, NC 27699-1554	919-707-0924 919-707-0941	<a href="mailto:nsarder@ncdot.gov">nsarder@ncdot.gov</a> <a href="mailto:bnorowzi@ncdot.gov">bnorowzi@ncdot.gov</a>
NCDOT Cape Fear Reg. Traffic Eng.	Coke Gray	Regional Traffic Engineer	25 River Rd Leland, NC 28451	910-371-2520	<a href="mailto:rcgray@ncdot.gov">rcgray@ncdot.gov</a>
NCDOT Sandhills Reg. Traffic Eng.	Janet A. Whetstone-Perez	Regional Traffic Engineer	500 Transportation Dr Fayetteville, NC 28301	910-364-0831	<a href="mailto:jwhetstone@ncdot.gov">jwhetstone@ncdot.gov</a>
Brunswick Transit	Yvonne Hatcher	Exec. Director	PO Box 113 Leland, NC 28451	910-253-7800	<a href="mailto:yhatcher@brunswicktransit.org">yhatcher@brunswicktransit.org</a>
Columbus Transportation	Joy Jacobs	Director	290 Legion Dr Whiteville, NC 28472	910-641-3929	<a href="mailto:joy.jacobs@columbusco.org">joy.jacobs@columbusco.org</a>
Pender Transportation	Valeria Sutton	Transportation Director	P. O. Box 1251 Burgaw, NC 28425	910-259-9119 x 321	<a href="mailto:vsutton@penderpas.com">vsutton@penderpas.com</a>
MOTSU	David Temple	Traffic Manager	6280 Sunny Point Rd SE Southport, NC 28461	910-457-8262	<a href="mailto:david.w.temple6.civ@mail.mil">david.w.temple6.civ@mail.mil</a>
State Ports Authority	Stephanie Ayers	Director of Planning & Dev.	2202 Burnett Blvd Wilmington, NC 28402	910-251-7073	<a href="mailto:Stephanie_ayers@ncports.com">Stephanie_ayers@ncports.com</a>
Wilmington MPO	Mike Kozlosky	Exec. Director	PO Box 1810 Wilmington, NC 28402	910-341-3234	<a href="mailto:mike.kozlosky@wilmingtonnc.gov">mike.kozlosky@wilmingtonnc.gov</a>
GSATS MPO	Mark Hoeweler	Exec. Director	1230 Highmarket Street Georgetown, SC 29440	843-436-6130	<a href="mailto:mhoeweler@wrcog.org">mhoeweler@wrcog.org</a>

# Cape Fear RPO

Brunswick County ❖ Columbus County  
Pender County

## Rural Transportation Coordinating Committee February 7, 2018 Meeting Minutes \*\*DRAFT\*\*

### **Voting Members Present**

Stephanie Ayers, NC Ports  
Helen Bunch, Brunswick County  
Joy Jacobs, Columbus Co. Transportation  
Robert Lewis, Whiteville  
Thomas Lloyd, Southport  
Pat O'Mahony, Pender County

Jeff Repp, Boiling Spring Lakes  
Behshad Norowzi, NCDOT TPD  
Alan Pytcher, NCDOT Division 3  
Allen Serkin, Cape Fear RPO  
Darius Sturdivant, NCDOT Division 6

### **Others Present**

None

1. **Introduction and quorum** – Having reached a quorum, Mr. Serkin called the meeting to order at 10:00 AM. The attendees introduced themselves.
2. **Election of new municipal representatives** – Mr. Serkin explained the municipal representation process. Mr. Lloyd was elected to the Brunswick Municipal 1 seat and Jacob Vares was elected as the Brunswick Municipal Alternate 1 seat. Mr. Lewis was re-elected to the Columbus Municipal 1 seat. No Pender municipal members were in attendance to elect a representative to the Pender Municipal 1 seat.
3. **Changes or additions to the agenda** – Mr. Serkin added a presentation by Darius Sturdivant and Alan Pytcher of the High Impact/Low Cost program and projects between items 7 and 8 of the agenda. *Ms. Bunch made a motion to approve the additions to the agenda, Ms. Ayers seconded the motion. The motion carried.*
4. **Approval of the minutes** – There were no changes to the minutes. *Mr. Repp made a motion to approve the minutes, Mr. O'Mahony seconded the motion. The motion carried.*
5. **Public Comment** – There was no comment from the public.
6. **Presentation on Division Corridor Development Engineers** – Mr. Pytcher explained to the committee that he has been hired as the new DCDE for Division 3. He explained that the role and responsibilities are still evolving, but that he reports to the STIP unit in Raleigh and not the Division 3 Engineer. He explained that he is tasked with helping RPOs and small MPOs with improving project submittals to Prioritization and finding non-STI funding for projects. He added that he expects to assist with improving public involvement to ensure

local support for funded projects. Ms. Ayers commented that a clear definition of what is meant by a corridor is needed. Ms. Bunch requested that the DCDE be heavily involved in Brunswick County's prioritization meetings.

7. **Presentation on High Impact/Low Cost projects** – Mr. Sturdivant explained the Mobility/Modernization Fund, the process for selecting projects and evaluation criteria for the High Impact/Low Cost program, and the funding availability for HILC projects. He then summarized the Division 6 HILC projects approved for construction by the Board of Transportation. Mr. Pytcher then summarized the Division 3 HILC projects approved for construction.
8. **P5.0 Local Input Prioritization Methodology** – Mr. Serkin presented the proposed methodology and explained the formatting and content modifications made to satisfy NCDOT. *Mr. Repp made a motion to recommend approval of the local methodology to the RTAC, Mr. Lloyd seconded the motion. The motion carried.*
9. **Draft FY 2018-19 Planning Work Program --** Mr. Serkin presented the draft PWP and the formatting changes from PWPs of prior years. *Mr. Repp made a motion to recommend submittal of the draft PWP to NCDOT for approval, Ms. Bunch seconded the motion. The motion carried.*
10. **Ferry Report to the JLPEOC** – Mr. Serkin summarized the NC General Assembly Program Evaluation Division's Final Report to the Joint Legislative Program Evaluation Oversight Committee on NCDOT ferry operations. He highlighted the reduction in off-peak crossings, increase in fare rates for tolled routes, and long range ferry plan recommended in the report. The RTCC recommended by consensus that Mr. Serkin draft a letter from the RTAC to Julie White at NCDOT (and carbon copy Sen. Rabon and Rep. Iler) recommending that the long range plan recommended by the report should precede any reduction in ferry service on the Southport-Ft. Fisher route and that any increase in fares should continue to be dedicated for vessel replacement on the route where the fares are collected, pursuant to NCGS 136-82(d).
11. **Call for Special Studies** – Mr. Serkin reminded the RTCC about the FHWA State Planning & Research (SPR) funds and highlights that the RPO would now only require a 5% local match for any special studies. Ms. Ayers explained that she would contact Mr. Serkin about the Ports partnering on a potential project.
12. **Reports/Updates** – Mr. Serkin gave an update on Prioritization 5.0, the data and cost review process, and the schedule. He summarized the status of the Columbus County and Brunswick County CTPs and reminded committee members about the March 23<sup>rd</sup> deadline for the Watch4MeNC program. Mr. Pytcher presented the Division 3 update. Mr. Sturdivant presented the Division 6 update. Mr. Norowzi presented the TPD update. There were no updates from the WMPO or Grand Strand MPO.
13. **Adjournment** – There being no further discussion, the meeting was adjourned at 12:01 PM.

*Minutes prepared by Allen Serkin on February 7, 2018.*

## **MEMORANDUM**

DATE: April 19, 2018  
TO: RTCC/RTAC  
FROM: Allen Serkin  
RE: P5.0 Statewide Tier results

---

No projects in the Cape Fear RPO boundary were funded at the Statewide Mobility tier in Prioritization 5.0. Statewide tier funding has rarely been directed to rural areas and never to the CFRPO. RPOs did fare better in P5.0 than in prior rounds of Prioritization.

H090936-A, the upgrade of US 74 to interstate standards from NC 41 near Lumberton to US 76 near Chadbourn, would have been funded had it scored only 0.6 points higher. It appears that our strategy to re-segment the project worked, just not quite well enough.

One projects that received funding at the Statewide Mobility tier has some local significance. R-5871, a US-74 access management project in Wadesboro, should help to slightly reduce travel time for passengers and freight between Wilmington and Charlotte, which is a high priority for our region.

SPOT ID	Project Category	Project Description	Cost to NCDOT	County	CFRPO Share	Regional Impact Quantitative Score	Division 3 Regional Priority	Division 3 Regional Priority Points	Division 6 Regional Priority	Division 6 Regional Priority Points	Division Regional Priority Points	Brunswick Regional Priority	Brunswick Regional Priority Points	Columbus Regional Priority	Columbus Regional Priority Points	Pender Regional Priority	Pender Regional Priority Points	County Regional Priority Points	In Study or Plan	In prior STIP or develop-ment	ROW begun or N/A	Sibling in STIP	In STIP	Project Development Points	Regional Impact Project Score	Regional Impact Preliminary Points	Regional Impact Final Points	Regional Impact Justification
H090936-A	Statewide Mobility	Upgrade Future I-74 (US 74) to interstate standards from NC 41 near Lumberton to US 76 near Chadbourn	\$53,600,000	Columbus, Robeson	51.88	48.998			High	100	100			High	100			100	1	0	1	1	0	40	68.50	52		#1 Columbus highway
H090133-C	Statewide Mobility	Widen NC 87 to 4 lanes from NC 11 to US 74/76 [R-2561C]	\$93,000,000	Columbus	100	44.534			High	100	100			High	100			100	1	1	0	0	1	60	68.27	100		#2 Colmbus highway
F150235	Regional Impact	Acquire an additional river class ferry vessel for the Southport-Ft Fisher route to reduce expected passenger congestion	\$14,000,000	Brunswick, New Hanover	50	52.22	High	100			100	High	100					100	1	0	1	0	0	20	68.11	50		#1 Non-highway
H090287-G	Statewide Mobility	Construct interchange at existing at-grade Intersection of US 74/76 and NC 87 (Maco Rd) [R-4462]	\$20,000,000	Brunswick	100	34.802	High	100			100	High	100					100	1	1	0	1	1	80	65.40	100		#1 Brunswick highway
H170036	Regional Impact	Construct a 1-lane roundabout at the intersection of NC 210 at Watts Landing Rd near Surf City	\$2,100,000	Pender	100	43.738	High	100			100					High	100	100	1	0	1	0	0	20	63.87	100		#1 Pender highway
H090806-A	Regional Impact	Widen NC 211 to 4 lanes from US 17 in Supply to SR 1112 (Sunset Harbor Rd) per Feasibility Study WS-40814	\$33,500,000	Brunswick	91.12	41.428	High	100			100	High	100					100	1	0	0	1	0	30	63.71	91		#2 Brunswck highway
H090806-C	Regional Impact	Widen NC 211 to 4 lanes from SR 1112 (Sunset Harbor Road) to NC 906 (Midway Road) per feasibility study WS-40814	\$33,500,000	Brunswick	100	40.655	High	100			100	High	100					100	1	0	0	1	0	30	63.33	100		#1 Other
H090803-F	Statewide Mobility	Construct a continuous green T-intersection (CGT) at intersestion of US 17 and NC 210 near Surf City	\$2,800,000	Pender	100	45.911	High	100			100					High	100	100	0	0	0	0	0	0	62.96	100		#2 Pender highway
H170045	Regional Impact	Construct a 1-lane roundabout at the intersection of NC 210/NC 50/Belt Rd in Surf City	\$7,100,000	Pender	100	42.453	High	100			100					High	100	100	1	0	0	0	0	10	62.23	100		#2 Other
H170193	Regional Impact	City, including partial realignment of US 701 Business (Hickman Rd)/Complex Street, to reduce congestion at US 701 Bypass and NC 904, to improve	\$7,900,000	Columbus	100	42.503			High	100	100			High	100			100	0	0	0	0	0	0	61.25	100		#3 Other
H171987	Statewide Mobility	Construct interchange at intersection of US 74 and NC 11	\$13,600,000	Columbus	100	33.929			High	100	100			Medium	75			75	1	1	0	1	0	40	55.96	100		#4 Other
H150503	Regional Impact	Widen NC 53 to 3 lanes from US 117 Bypass to SR 1509 (Stag Park Rd) near Burgaw [R-5850]	\$4,200,000	Pender	100	41.278	Medium	75			75					Medium	75	75	0	0	0	0	1	40	54.64	100		#5 Other
H090133-B	Statewide Mobility	Widen NC 87 to 4 lanes from SR 1730 (Elwell Ferry Road) in Bladen County to NC 11 in Columbus County [R-2561B]	\$56,100,000	Bladen, Columbus	10.49	40.117			Low	50	50			High	100			100	1	1	0	1	0	40	54.06	57		#6 Other
H090287-AE	Statewide Mobility	Construct Future I-74 bypass of Delco on new location from west of SR 1844 (Oscar Blanks Rd) to east of the Columbus/Brunswick county line [R-4462]	\$83,700,000	Columbus, Brunswick	100	39.635	Low	50	Medium	75	73	Medium	75	Medium	75			75	1	1	0	1	0	40	53.37			
H090287-AF	Statewide Mobility	Upgrade Future I-74 (US 74/76) to interstate standards from east fo the Columbus/Brunswick county line to NC 87 (Maco Rd) [R-4462]	\$39,300,000	Brunswick	100	37.699	Medium	75			75	Medium	75					75	1	1	0	1	0	40	52.85			
H170901	Statewide Mobility	Convert US 74/76 to an unsignalized superstreet from the Columbus/Brunswick county line to I-140, closing open median crossovers, and tying into safety project W-5601EV	\$32,000,000	Brunswick, Columbus	59.17	40.01	Medium	75	Low	50	73	Medium	75	High	100			88	0	0	0	0	0	0	52.04			
H090306	Regional Impact	Widen US 701 to 4 lanes from the SC state line to NC 410 (Joe Brown Hwy) [R-3440]	\$27,800,000	Columbus	100	27.367			High	100	100			Medium	75			75	1	1	0	0	0	20	50.68			
H090287-AG	Statewide Mobility	Upgrade Future I-74 (US 74/76) to interstate standards from NC 87 (Maco Rd) to SR 1426 (Mt Misery Rd) [R-4462]	\$304,000,000	Brunswick	10.66	36.345	Medium	75			75	Low	50					50	1	1	0	1	0	40	47.17			
H090287-AA	Statewide Mobility	Upgrade Future I-74 (US 74/76) to interstate standards from US 76 near Chadbourn to NC 214 (Sam Potts Hwy) near Bolton [R-4462]	\$68,400,000	Columbus	100	32.789			Medium	75	75			Low	50			50	1	1	1	1	0	50	46.39			
F150236	Regional Impact	Construct additional mooring facilities at the Southport ferry terminal to accommodate an additional ferry vessel	\$5,000,000	Brunswick, New Hanover	50	43.89	None	0			0	High	100					100	1	0	1	0	0	20	43.95	50		#2 Non-highway
H170433	Regional Impact	Construct a 1-lane roundabout at NC 906 (Midway Rd) and SR 1501 (Gilbert Rd) [R-3434]	\$1,400,000	Brunswick	100	33.132	Medium	75			75	Low	50					50	1	1	0	0	0	20	43.57			
H171352	Regional Impact	Widen NC 904 to 4 lanes from US 17 to SR 1308 (Etheridge Rd)	\$32,500,000	Brunswick	15.57	36.674	Low	50			50	Medium	75					75	0	0	0	0	0	0	43.34			
H090802	Regional Impact	Widen NC 210 to 4 lanes with multi-use path from US 17 to B-4929 (Surf City Bridge)	\$54,300,000	Pender	100	23.459	High	100			100					Low	50	50	1	0	0	0	0	10	42.73			
H170034	Regional Impact	Construct a truck bypass of Burgaw on Wallace St (SR 1344) and partially on new location [R-3302]	\$34,500,000	Pender	100	23.196	High	100			100					Low	50	50	0	1	0	0	0	10	42.60			
H090237-A	Statewide Mobility	Construct I-74 (Carolina Bays Pkwy) freeway on new location from the SC state line to US 17 at NC 130 [R-3436]	\$366,700,000	Brunswick	65.47	36.431	Low	50			50	Low	50					50	1	1	0	1	0	40	42.22			
H090236-A	Regional Impact	Widen NC 906 (Midway Rd) to 4 Lanes from NC 211 (Southport-Supply Rd) to SR 1501 (Gilbert Rd) [R-3434]	\$26,800,000	Brunswick	100	24.187	Medium	75			75	Low	50					50	1	1	0	0	0	20	39.09			
H090287-AD	Statewide Mobility	Upgrade Future I-74 (US 74/76) to interstate standards from NC 214 (Sam Potts Hwy) near Bolton to west of SR 1844 (Oscar Banks Rd) [R-4462]	\$40,500,000	Columbus	100	38.204			None	0	0			Medium	75			75	1	1	0	1	0	40	38.10			
H090287-E	Statewide Mobility	Construct interchange at existing at-grade intersection of US 74/76 and NC 214 [R-4462]	\$10,800,000	Columbus	100	27.778			Low	50	50			Low	50			50	1	1	0	1	0	40	37.89			
H141033	Regional Impact	Realign NC 210 at SR 1120 (Malpass Corner Rd)/SR 1121 (Bell Williams Rd) to make NC 210 the through movement, potentially using a roundabout	\$2,600,000	Pender	100	25.189	Low	50			50					Medium	75	75	0	0	0	0	0	0	37.59			
H090293-J	Statewide Mobility	Convert intersection of US 17 and US 17 Business (north of Bolivia) to superstreet	\$3,000,000	Brunswick	100	40.457	None	0			0	Medium	75					75	1	0	0	0	0	10	36.23			
H172280	Statewide Mobility	Construct unsignalized superstreet on US 74 from SR 1836 (Byrdville Freeman Rd) to SR 1845 (Money Hole Rd)	\$21,100,000	Columbus	100	30.747			Low	50	50			Low	50			50	0	0	0	0	0	0	35.37			
H090805	Regional Impact	Modernize NC 53 in Burgaw from US 117 Bypass to SR 1400 (Smith St) and construct streetscape improvements, per the NC 53 Corridor Study	\$28,100,000	Pender	100	33.114	None	0			0					Medium	75	75	1	0	0	1	0	30	34.56			
H090287-H	Statewide Mobility	Construct grade separation at existing at-grade intersection of US 74/76 and SR 1800 (Blacksmith Rd), formerly H150987 [R-4462]	\$4,400,000	Columbus	100	22.707			Medium	75	75			None	0			0	1	1	0	1	0	40	30.35			
H170246	Regional Impact	Realign NC 906 (Midway/Galloway Rd) at US 17 Business and construct a roundabout [R-3434]	\$2,700,000	Brunswick	100	24.04	Medium	75			75	None	0					0	1	1	0	0	0	20	29.02			
H141489-B	Statewide Mobility	Convert at grade intersection to grade separation, square loop at intersection of NC 87 and NC 11 near Sandyfield [R-2561C]	\$17,700,000	Columbus	100	39.298			None	0	0			None	0			0	0	1	0	1	1	70	26.65			



SPOT ID	Project Category	Project Description	Cost to NCDOT	County	CFRPO Share	Regional Impact Quantitative Score	Division 3 Regional Priority	Division 3 Regional Priority Points	Division 6 Regional Priority	Division 6 Regional Priority Points	Division Regional Priority Points	Brunswick Regional Priority	Brunswick Regional Priority Points	Columbus Regional Priority	Columbus Regional Priority Points	Pender Regional Priority	Pender Regional Priority Points	County Regional Priority Points	In Study or Plan	In prior STIP or develop-ment	ROW begun or N/A	Sibling in STIP	In STIP	Project Development Points	Regional Impact Project Score	Regional Impact Preliminary Points	Regional Impact Final Points	Regional Impact Justification
H170186	Regional Impact	Widen US 701 to 4 lanes from SR 1166 (Pleasant Plains Rd) to SR 1004 (Rough & Ready Rd) to improve mobility and safety	\$15,900,000	Columbus	100	26.527			None	0	0			Low	50			50	0	0	0	1	0	20	25.26			
H141489-A	Statewide Mobility	Construct a 1-lane roundabout at intersection of NC 87 and NC 11 near Sandyfield [R-2561C]	\$1,000,000	Columbus	100	46.342			None	0	0			None	0			0	0	0	0	1	0	20	25.17			
H090293-I	Statewide Mobility	Convert intersection of US 17 and SR 1569 (College Rd NE) to superstreet	\$3,000,000	Brunswick	100	25.588	None	0			0	Low	50					50	1	0	0	0	0	10	23.79			
H090236-B	Regional Impact	Widen NC 906 (Midway Rd/Galloway Rd) to 3 lanes on 4-lane right-of-way, and realign the offset intersection of Midway Rd and Galloway Rd with US 17 Business (Old Ocean Hwy) [R-3434]	\$45,900,000	Brunswick	100	11.98	Medium	75			75	None	0					0	1	1	0	0	0	20	22.99			
R170043	Statewide Mobility	Restore the abandoned Atlantic Coast Line Railroad corridor (CSX AC line) from Malmo to the RJ Corman Carolina line in Whiteville, per FS-1706A	\$235,000,000	Brunswick, Columbus	99	2.62	Low	50	Medium	75	74	None	0	None	0			0	1	0	0	0	0	10	17.16	100		#3 Non-highway
R150532	Statewide Mobility	Restore the abandoned Atlantic Coast Line Railroad corridor (CSX AC line) from Burgaw to the Castle Hayne (phase 2), per Pender Co CTP project PEND0001-R	\$80,900,000	Pender, New Hanover	60	8.03	None	0			0					Low	50	50	1	0	0	0	0	10	15.02			
R140031	Statewide Mobility	Restore the abandoned Atlantic Coast Line Railroad corridor (CSX AC line) from Wallace to Castle Hayne, per Pender Co CTP project PEND0001-R	\$159,500,000	New Hanover, Pender	74	7.8	Low	50			50					None	0	0	1	0	0	0	0	10	14.90			
R170434	Statewide Mobility	Restore the abandoned Atlantic Coast Line Railroad corridor (CSX AC line) from Malmo to the International Logistics Park near the Columbus/Brunswick county line	\$35,000,000	Brunswick	70	3.49	Low	50			50	None	0					0	1	0	0	0	0	10	12.75			
H090293-H	Statewide Mobility	Convert intersection of US 17 and SR 1401 (Galloway Rd) to superstreet	\$3,000,000	Brunswick	100	23.297	None	0			0	None	0					0	1	0	0	0	0	10	12.65			
R150529	Statewide Mobility	Restore the abandoned Atlantic Coast Line Railroad corridor (CSX AC line) from Wallace to Burgaw (phase 1), per Pender Co CTP project PEND0001-R	\$67,400,000	Pender	92	7.2	None	0			0					None	0	0	1	0	0	0	0	10	4.60			

FY 2017-2018  
**PLANNING WORK PROGRAM**  
**ANNUAL PROPOSED FUNDING SOURCES TABLE**  
Cape Fear Rural Transportation Planning Organization

FY 2017-2018  
**PWP AMENDMENT TABLE**  
Cape Fear RPO

TASK CODE	TASK CODE/ WORK PRODUCT DESCRIPTION	WORK PRODUCT FORMAT	GEOGRAPHY	PRIMARY PROJECT # (IF APPLICABLE) FY 2017-2018	RPO PROGRAM FUNDS						
					HIGHWAY/TRANSIT		TOTAL				
					LOCAL 20%	STATE 80%					
I. DATA COLLECTION AND ASSESSMENT											
I-1	DATA COLLECTION AND ASSESSMENT				\$	2,500	\$	10,000	\$	12,500	
I-1.1	CTP Inventory and Assessment				SPENDING DETAILS PER LINE ITEM ARE REQUIRED EACH QUARTER.						
	Annual list of prioritized CTP needs	Spreadsheet	Cape Fear	1718-02							
	Update inventory of CTPs, thoroughfare plans, feasibility studies, etc.	Spreadsheet	Cape Fear	1718-02							
	Update inventory of CTP data, populate additional fields	GIS Data	Cape Fear	1718-01							
	Create regional CTP composite map	Mapping	Cape Fear	1718-01							
I-1.2	Bicycle and Pedestrian Inventory and Assessment										
	Update inventory of bike-ped and recreation plans	Spreadsheet	Cape Fear	1718-02							
	Update NCDOT Pedestrian and Bicycle Infrastructure Network (PBIN)	GIS Data	Cape Fear	1718-01							
	Create map of regional bike-ped routes and facilities	Mapping	Cape Fear	1718-01							
I-1.3	Parking Inventories										
I-1.4	Vehicle Occupancy Rates (VOR) Counts and Assessment										
I-1.5	Traffic Volume Counts and Assessment										
	Update AADT geodatabase	GIS Data	Cape Fear	1718-01							
	Collect regional traffic counts	Spreadsheet	Cape Fear	1718-01							
	Create regional traffic volume/capacity maps	Mapping	Cape Fear	1718-01							
	Update geodatabase of NCDOT signalized intersections	GIS Data	Cape Fear	1718-01							
I-1.6	Crash Data and Assessment										
	Update geodatabase of current and historical crash data	GIS Data	Cape Fear	1718-01							
	Create regional crash map	Mapping	Cape Fear	1718-01							
I-1.7	Public Transportation Service Data and Assessment										
	Collect and compare OpStats from regional transit agencies	Spreadsheet	Cape Fear	1718-05							
I-1.8	Multimodal Data Collection and Assessment										
	Update geodatabase of multimodal facilities and routes	GIS Data	Cape Fear	1718-01							
	Create map of regional multimodal facilities and routes	Mapping	Cape Fear	1718-01							
I-1.9	Freight Data Collection and Assessment										
	Collect railroad and freight generator data	GIS Data	Cape Fear	1718-01							
I-1.10	Socioeconomic Data Inventory										
	Collect updated socioeconomic data (poverty, employment, income, education)	GIS Data	Cape Fear	1718-01							
	Collect current employment and housing data	GIS Data	Cape Fear	1718-01							
	Collect current travel behavior data	GIS Data	Cape Fear	1718-01							
	Create map of regional socioeconomic indicators	Mapping	Cape Fear	1718-01							
I-1.11	Environmental and Land Use Data Inventory and Assessment										
	Update inventory of land use plans, small area plans, etc.	Spreadsheet	Cape Fear	1718-02							
	Update environmental and land use data inventory	GIS Data	Cape Fear	1718-01							
	Develop existing and future land use datasets	GIS Data	Cape Fear	1718-01							
	Develop regional buildout analysis dataset	GIS Data	Cape Fear	1718-01							
	Create maps of regional land use and environmental data	Mapping	Cape Fear	1718-01							
I-1.12	Demographic Data Collection and Assessment										
	Collect updated ACS demographic data (density, gender, race, ethnicity, age)	GIS Data	Cape Fear	1718-01							
	Create maps of regional demographics	Mapping	Cape Fear	1718-01							
II. TRANSPORTATION PLANNING											
II-1	COMPREHENSIVE TRANSPORTATION PLAN (CTP) DEVELOPMENT				\$	2,100	\$	8,400	\$	10,500	
II-1.1	Develop CTP Vision										
II-1.1.a	CTP Study Setup				SPENDING DETAILS PER LINE ITEM ARE REQUIRED EACH QUARTER.						
	Bruns. Community Understanding Report	Report	COLUMBUS	1819-31							
	Community Understanding Report	GIS Data	COLUMBUS	1516-32							
	Bruns. Setup Steering Committee	Meeting Participation	COLUMBUS	1819-31							
	Local CTP Vision										
	Coordinate local CTP vision, goals, and survey	Meeting Participation	COLUMBUS	1819-31							
II-1.2	Conduct CTP Needs Assessment										
II-1.2.a	Data Collection and Assessment										
	Collect and assess data	GIS Data	COLUMBUS	1819-31	SPENDING DETAILS PER LINE ITEM ARE REQUIRED EACH QUARTER.						
II-1.2.b	Current and Future Year Data Endorsements										
	Coordinate endorsements	Meeting Participation	COLUMBUS	1819-31							
II-1.2.c	Deficiency Assessment										
II-1.3	Analyze Alternatives and Environmental Screening										
II-1.3.a	Alternatives Assessment										

Q4 Amendment Table		
Date: 5/18/2018		
Q3 Budgeted Amount	Net Change	Q4 Budgeted Amount
<b>I. DATA COLLECTION AND ASSESSMENT</b>		
\$ 12,500	\$ -	\$ 12,500
<b>II. TRANSPORTATION PLANNING</b>		
\$ 10,500	\$ -	\$ 10,500

TASK CODE	TASK CODE/ WORK PRODUCT DESCRIPTION	WORK PRODUCT FORMAT	GEOGRAPHY	PRIMARY PROJECT # (IF APPLICABLE) FY 2017-2018	RPO PROGRAM FUNDS		
					HIGHWAY/TRANSIT		TOTAL
					LOCAL 20%	STATE 80%	
	Coordinate/evaluate alternatives assessment	Meeting Participation	COLUMBUS	1516-32	SPENDING DETAILS PER LINE ITEM ARE REQUIRED EACH QUARTER.		
II-1.3.b	Local Alternative Consensus						
	Coordinate local alternatives consensus	Meeting Participation	COLUMBUS	1516-32			
II-1.4	Develop Final Plan						
II-1.4.a	Develop CTP Maps				SPENDING DETAILS PER LINE ITEM ARE REQUIRED EACH QUARTER.		
	Develop CTP maps as needed	Mapping	COLUMBUS	1516-32			
II-1.4.b	Local Endorsement						
	Colu. Local endorsement	Meeting Participation	COLUMBUS				
II-1.4.c	Adopt Plan						
II-1.4.d	CTP Document						
II-1.4.e	CTP and Local Land Use Revisions						
	Pender 2015, Tabor City 2015, Brunswick 2010, Topsail Area 2011	Summary/Assessment	Cape Fear	1718-30			
	Tabor City 2015 CTP	Summary/Assessment	Tabor City town	1718-30			
	Brunswick 2010 CTP	Summary/Assessment	Brunswick	1718-30			
	Topsail Area 2011 CTP	Summary/Assessment	Pender	1718-30			
II-1.4.f	Development of Local Implementation Strategies						
	Review Division resurfacing plans	Summary/Assessment	Cape Fear	1718-30			
	Review various CTPs for projects	Summary/Assessment	Cape Fear	1718-30			
II-2	PRIORITIZATION AND PROGRAM DEVELOPMENT				\$ 5,000	\$ 20,000	\$ 25,000
II-2.1	Local Project Prioritization						
II-2.1.a	Local Project Prioritization				SPENDING DETAILS PER LINE ITEM ARE REQUIRED EACH QUARTER.		
	P5.0 local project prioritization	Other	Cape Fear	1718-03			
	P4.0 project scoring and final point assignment	Other	Cape Fear	1718-03			
II-2.1.b	Project Entry and SPOT Prioritization Process						
	P5.0 project entry and SPOT process	Other	Cape Fear	1718-03			
II-2.2	STIP Participation						
II-2.2.a	STIP Participation				SPENDING DETAILS PER LINE ITEM ARE REQUIRED EACH QUARTER.		
	Review and comment	Other	Cape Fear	1718-00			
II-3	PROJECT DEVELOPMENT				\$ 1,100	\$ 4,400	\$ 5,500
II-3.1	Problem Statement and Purpose and Need						
II-3.1.a	Purpose and Need Data				SPENDING DETAILS PER LINE ITEM ARE REQUIRED EACH QUARTER.		
II-3.1.b	Public Involvement Strategies						
II-3.2	Merger Process						
II-3.2.a	Meeting Attendance				SPENDING DETAILS PER LINE ITEM ARE REQUIRED EACH QUARTER.		
	R-3434: Midway Rd - Review documents/data and provide comment	Summary/Assessment	BRUNSWICK	1314-07			
	R-2561: NC 87 - Review documents/data and provide comment	Summary/Assessment	COLUMBUS	1314-08			
	Various STIP projects	Summary/Assessment	Cape Fear	1718-60			
	R-5701: Burgaw Roundabout - Review documents/data and provide comment	Summary/Assessment	PENDER	1516-62			
	R-5749: Hallsboro Rd - Review documents/data and provide comment	Summary/Assessment	COLUMBUS	1516-63			
II-3.2.b	Review and Comment						
	R-3434: Midway Rd - Review documents/data and provide comment	Summary/Assessment	BRUNSWICK	1314-07			
	R-2561: NC 87 - Review documents/data and provide comment	Summary/Assessment	COLUMBUS	1314-08			
	Various STIP projects	Summary/Assessment	Cape Fear	1718-60			
	R-5701: Burgaw Roundabout - Review documents/data and provide comment	Summary/Assessment	PENDER	1516-62			
	R-5749: Hallsboro Rd - Review documents/data and provide comment	Summary/Assessment	COLUMBUS	1516-63			
	Various Bridge Projects - Review documents/data and provide comment	Summary/Assessment	Cape Fear	1718-61			
II-3.3	Indirect and Cumulative Effects						
II-3.3.a	ICE Assessment of Probable Growth				SPENDING DETAILS PER LINE ITEM ARE REQUIRED EACH QUARTER.		
	R-3434: Midway Rd - Assess potential ICE of project	Summary/Assessment	BRUNSWICK	1314-07			
	R-2561: NC 87 - Assess potential ICE of project	Summary/Assessment	BRUNSWICK	1314-08			
	R-5020: US 701 - Assess potential ICE of project	Summary/Assessment	COLUMBUS	1314-09			
II-4	GENERAL TRANSPORTATION PLANNING				\$ 8,700	\$ 34,800	\$ 43,500
II-4.1	General Transportation Planning Tasks						
II-4.1.a	Regional or Statewide Planning				SPENDING DETAILS PER LINE ITEM ARE REQUIRED EACH QUARTER.		
	NCARPO quarterly meetings & NCAMPO conference	Meeting Participation	NC STATE	1718-04			
	WMPO & GSATS TCC, etc.	Meeting Participation	NC STATE	1718-04			
	Cape Fear RPO Rural Transportation Summit	Meeting Participation	Cape Fear	1718-10			
	Regional Bike/Ped Planning	Meeting Participation	NC STATE	1718-06			
	NC Freight Advisory Committee	Meeting Participation	NC STATE	1718-04			
	Other Regional or Statewide meetings	Meeting Participation	NC STATE	1718-04			
	Regional Transit Planning	Meeting Participation	Cape Fear	1718-05			
	Update Transit LCPs	Report	Cape Fear	1718-05			
	Technical Review Committees & General Transportation Plan Review	Meeting Participation	Cape Fear	1718-04			
II-4.1.b	Special Studies and Projects						
	Participate in Eastern NC RPO/MPO Coalition	Meeting Participation	NC STATE				
	Topsail Beach Bike/Ped Plan	Report	Cape Fear	1718-32			

Q4 Amendment Table		
Date: 5/18/2018		
Q3 Budgeted Amount	Net Change	Q4 Budgeted Amount
NO CHANGE		
\$ 25,000	\$ -	\$ 25,000
NO CHANGE		
\$ 5,500	\$ -	\$ 5,500
NO CHANGE		
\$ 47,500	\$ (4,000)	\$ 43,500
\$4,000 WAS TRANSFERRED FROM THIS CHARGE TO THE NEXT CHARGE TO THE		

TASK CODE	TASK CODE/ WORK PRODUCT DESCRIPTION	WORK PRODUCT FORMAT	GEOGRAPHY	PRIMARY PROJECT # (IF APPLICABLE) FY 2017-2018	RPO PROGRAM FUNDS			
					HIGHWAY/TRANSIT		TOTAL	
					LOCAL 20%	STATE 80%		
	Cape Fear Regional Bike Plan	Meeting Participation	Cape Fear	1516-31				
	Other Regional Planning	Meeting Participation	Cape Fear	1718-07				
II-4.1.c	CMAQ Planning							
II-4.1.d	Air Quality Assessment							
II-4.1.e	Alternative Funding							
II-4.1.f	Training and Certification							
	AICP/CZO/GIS/Transportation training	Meeting Participation	NC STATE	1718-00				
	Transportation training	Meeting Participation	NC STATE	1718-00				
	GIS training	Meeting Participation	NC STATE	1718-00				
II-4.2	Title VI							
II-4.2.a	RPO Affirmation of Title VI Compliance				SPENDING DETAILS PER LINE ITEM ARE REQUIRED EACH QUARTER.			
	Assure RPO compliance w/ Title VI	Report	Cape Fear	1718-09				
II-4.2.b	Transportation Initiatives and ADA Compliance							
	ADA Compliance Review	Administrative	Cape Fear	1718-09				
II-4.2.c	Environmental Justice Assessment							
	EJ mapping for transportation projects	Mapping	Cape Fear	1718-09				
II-4.2.d	Limited English Proficiency (LEP) Assessment							
	LEP mapping for transportation projects	Mapping	Cape Fear	1718-09				
III. ADMINISTRATION OF TRANSPORTATION PLANNING AND POLICIES								
III-1	ADMINISTRATIVE DOCUMENTS AND PUBLIC INVOLVEMENT				\$ 7,194	\$ 28,775	\$ 35,969	
III-1.1	Administrative						SPENDING DETAILS PER LINE ITEM ARE REQUIRED EACH QUARTER.	
III-1.1.a	Planning Work Program							
	Amend FY 17-18 PWP and Prepare FY 18-19 PWP	Administrative	Cape Fear	1718-00				
	Prepare FY 17-18 PWP	Administrative	Cape Fear	1718-00				
III-1.1.b	5-Year Planning Calendar							
	Prepare FY 18-23 5-year planning calendar	Administrative	Cape Fear	1718-00				
III-1.1.c	Quarterly Invoice and Progress Reports							
	Prepare quarterly invoice and progress reports	Administrative	Cape Fear	1718-00				
III-1.1.d	TCC/TAC Work Facilitation							
	Prepare minutes/agendas, hold meetings, ensure ethics requirements	Administrative	Cape Fear	1718-00				
III-1.1.e	Regulatory Documents							
	Funding agreement	Administrative	Cape Fear	1718-00				
III-1.1.f	Miscellaneous Expenses							
	Respond to member requests	Administrative	Cape Fear	1718-00				
	General RPO administration	Administrative	Cape Fear	1718-00				
III-1.2	Public Involvement						SPENDING DETAILS PER LINE ITEM ARE REQUIRED EACH QUARTER.	
III-1.2.a	Public Involvement Plan (PIP)							
	Update PIP and maintain website	Administrative	Cape Fear	1718-00				
	Update and maintain website	Administrative	Cape Fear	1718-00				
III-1.2.b	Documentation of Public Input							
TOTAL					\$ 26,594	\$ 106,375	\$ 132,969	

Q4 Amendment Table		
Date: 5/18/2018		
Q3 Budgeted Amount	Net Change	Q4 Budgeted Amount
SUBCATEGORY AND APPLIED TO THE ADMINISTRATION SUBCATEGORY. EXCESS FUNDS IN THIS CATEGORY ARE RELATED TO DECREASED TRAVEL TO RALEIGH AND INCREASED RELIANCE ON CALLING IN TO MEETINGS		
III. ADMIN OF PLANNING & POLICIES		
\$ 31,969	\$ 4,000	\$ 35,969
\$4,000 WAS TRANSFERRED FROM THE GENERAL TRANSPORTATION LANNING SUBCATEGORY AND APPLIED TO THIS SUBCATEGORY TO ADDRESS UNEXPECTED COSTS RELATED TO DEVELOPING INDIRECT COST ALLOCATION PLAN, ADDRESSING TRAVEL REIMBURSEMENT POLICY, CHANGING REPORTING REQUIREMENTS AND OTHER EXPENDITURES RELATED TO FHWA REVIEW OF NCDOT SPR PROGRAM		
\$ 132,969	\$ -	\$ 132,969
\$ 106,375	\$	\$ 106,375
\$ 26,594	\$	\$ 26,594

Approved by the TAC on

\_\_\_\_\_, 2017.

\_\_\_\_\_  
Signature, TAC Chairman

\_\_\_\_\_  
Signature, RPO Secretary

FY 2018-2019  
PLANNING WORK PROGRAM  
ANNUAL PROPOSED FUNDING SOURCES TABLE  
Cape Fear Rural Transportation Planning Organization

TASK CODE	WORK CATEGORY	RPO PROGRAM FUNDS		
		LOCAL	STATE	TOTAL
		20%	80%	
I. DATA COLLECTION AND ASSESSMENT				
I-1	DATA COLLECTION AND ASSESSMENT	\$ 1,500	\$ 6,000	\$ 7,500
I-1.1	Highway			
I-1.2	Other Modes			
I-1.3	Socioeconomic			
I-1.4	Title VI			
II. TRANSPORTATION PLANNING				
II-1	COMPREHENSIVE TRANSPORTATION PLAN (CTP) DEVELOPMENT	\$ 1,400	\$ 5,600	\$ 7,000
II-1.1	Develop CTP Vision			
II-1.2	Conduct CTP Needs Assessment			
II-1.3	Analyze Alternatives and Environmental Screening			
II-1.4	Develop Final Plan			
II-1.5	Adopt Plan			
II-2	PRIORITIZATION	\$ 2,900	\$ 11,600	\$ 14,500
II-2.1	Project Prioritization			
II-3	PROGRAM AND PROJECT DEVELOPMENT			
II-3.1	STIP Participation			
II-3.2	Merger / Project Development			
II-4	GENERAL TRANSPORTATION PLANNING	\$ 5,600	\$ 22,400	\$ 28,000
II-4.1	Regional and Statewide Planning			
II-4.2	Special Studies, Projects and Other Trainings			
III. ADMINISTRATION OF TRANSPORTATION PLANNING AND POLICIES				
III-1	ADMINISTRATIVE ACTIVITIES	\$ 4,000	\$ 16,000	\$ 20,000
III-1.1	Administrative Documents			
III-1.2	TCC / TAC Work Facilitation; Ethics Compliance			
III-1.3	Program Administration			
IV. DIRECT COSTS				
IV-1	PROGRAMMATIC DIRECT CHARGES	\$ 2,759	\$ 11,036	\$ 13,795
IV-1.1	Program-wide Direct Costs			
IV-2	ADVERTISING			
IV-2.1	News Media Ads			
IV-3	LODGING, MEALS, INCIDENTALS			
IV-3.1	Hotel Costs			
IV-3.2	Meal Costs			
IV-3.3	Incidentals			
IV-4	POSTAGE	\$ 20	\$ 80	\$ 100
IV-4.1	Mailings			
IV-5	REGISTRATION / TRAINING			
IV-5.1	Conference Registration			
IV-5.2	Meeting / Workshop / Training Fees			
IV-6	TRAVEL			
IV-6.1	Mileage Reimbursement			
IV-6.2	Car Rental Costs			
IV-6.3	Other Travel Expenses			
V. INDIRECT COSTS				
V-1	INDIRECT COSTS APPROVED BY NCDOT FY 18-19	\$ 5,915	\$ 23,658	\$ 29,573
V-1.1	Incurred Indirect Costs			
TOTAL				
		\$ 26,594	\$ 106,374	\$ 132,968

**FY 2018-2019  
PLANNING WORK PROGRAM  
Narrative  
Cape Fear Rural Transportation Planning Organization**

**I. DATA COLLECTION AND ASSESSMENT**

**I-1 DATA COLLECTION AND ASSESSMENT** **\$ 7,500.00**

**I-1.1 Highway**

Collection, analysis, and mapping of highway-related data, including the CFRPO traffic counting program, signalized intersections, etc.

**I-1.2 Other Modes**

Collection, analysis, and mapping of non-highway-related data, etc.

**I-1.3 Socioeconomic**

Collection, analysis, and mapping of demographic, socioeconomic, land use, and environmental data, including existing and future land use, zoning, employment, commuting, travel preference data; etc.

**I-1.4 Title VI**

Collection, analysis, and mapping of demographic data related to Title VI compliance, including minority, poverty, age 65+, English proficiency, vehicle access; etc.

**II. TRANSPORTATION PLANNING**

**II-1 COMPREHENSIVE TRANSPORTATION PLAN (CTP) DEVELOPMENT** **\$ 7,000.00**

**II-1.1 Develop CTP Vision**

Study setup and coordination for the Brunswick Co. CTP, including Community Understanding Report, meeting coordination, developing CTP vision/goals/objectives, public engagement prior to final adoption, etc.

**II-1.2 Conduct CTP Needs Assessment**

Review and analyze Brunswick Co. CTP data and transportation deficiencies; develop project and program alternatives and recommendations; ensure recommendations are developed to achieve all components of CTP vision/goals/objectives; etc.

**II-1.3 Analyze Alternatives and Environmental Screening**

Review and analyze project and program alternatives against community vision/goals/objectives, natural and human environmental constraints, fiscal reality, funding and maintenance concerns, etc.

**II-1.4 Develop Final Plan**

Develop and review final written, graphic, and mapping products for the Brunswick Co. CTP

**II-1.5 Adopt Plan**

Coordinate meetings, develop and review presentations, attend public hearings and other meetings, etc. related to final plan adoption

**II-2 PRIORITIZATION** **\$ 14,500.00**

**II-2.1 Project Prioritization**

Duties and responsibilities related to implementing STI and other local project prioritization activities

**II-3 PROGRAM AND PROJECT DEVELOPMENT** **\$ 4,000.00**

**II-3.1 STIP Participation**

Duties and responsibilities related to reviewing and commenting on STIP additions, modifications, and deletions, other correspondence with STIP unit, etc.

**II-3.2 Merger / Project Development**

Review and comment on Merger and other project development documents and attend Merger and other project development meetings

**II-4 GENERAL TRANSPORTATION PLANNING** **\$ 28,000.00**

**II-4.1 Regional and Statewide Planning**

Participate in a regional and statewide planning activities, including Wilmington MPO TCC, GSATS TCC, Brunswick Transit TAB, Columbus County Transportation TAB, PAS-TRAN TAB, East Coast Greenway Alliance, Mountains-to-Sea Trail, NC Association of RPOs, APA-NC, NCDOT TPD committees, Eastern NC MPO/RPO Coalition, etc.; Conduct TRC reviews; review local/regional/statewide news related to transportation, land use, demographics, socioeconomics, and economic activity

**II-4.2 Special Studies, Projects and Other Trainings**

Update transit LCPs, as needed; Topsail Beach bicycle & pedestrian plan; other special studies or plans as requested or approved by the RTAC; transportation- and GIS- related training, including NCAMPO conference, APA-NC conference, NCAUG fall conference (if held at Carolina Beach, as usual), etc.

### III. ADMINISTRATION OF TRANSPORTATION PLANNING AND POLICIES

#### III-1 ADMINISTRATIVE ACTIVITIES \$ 20,000.00

##### III-1.1 Administrative Documents

Preparation or Planning Work Plan, PWP amendments, indirect cost allocation plan, quarterly invoices and reimbursement documentation; update of RTCC/RTAC bylaws, RPO MOU, or LPA funding agreement, as necessary

##### III-1.2 TCC / TAC Work Facilitation; Ethics Compliance

Conduct/attend RTCC/RTAC meetings, including preparation of meeting announcements, agendas, packets, minutes, etc.; coordinate RTCC/RTAC appointments/elections; develop RTCC/RTAC rosters and meeting schedules; ensure RTAC ethics compliance; etc.

##### III-1.3 Program Administration

Develop, update, or implement Public Involvement Plan, Title VI Plan, etc.; maintain and update website and public notice distribution lists; collect and review public comments; ensure program compliance; etc.

### IV. DIRECT COSTS

#### IV-1 PROGRAMMATIC DIRECT CHARGES \$ 13,795.00

##### IV-1.1 Program-wide Direct Costs

Direct costs including audit, phone and internet, copies and printing, dues and subscriptions, equipment and supplies, insurance, building rent and maintenance, professional services, computer and information technology, etc.

#### IV-2 ADVERTISING \$ 1,000.00

##### IV-2.1 News Media Ads

Public notice advertisements

#### IV-3 LODGING, MEALS, INCIDENTALS \$ 1,500.00

##### IV-3.1 Hotel Costs

Lodging costs for overnight program and training activities, including NCMPO conference, APA-NC conference, and NCARPO quarterly meetings

##### IV-3.2 Meal Costs

Overnight travel-related meal per-diems

##### IV-3.3 Incidentals

Overnight travel-related incidentals, including tips

#### IV-4 POSTAGE \$ 100.00

##### IV-4.1 Mailings

Postage for RTAC packets and other mailings

#### IV-5 REGISTRATION / TRAINING \$ 1,000.00

##### IV-5.1 Conference Registration

Conference registration fees for NCAMPO, APA-NC, etc.

##### IV-5.2 Meeting / Workshop / Training Fees

Meeting, workshop, and training fees, etc.

#### IV-6 TRAVEL \$ 5,000.00

##### IV-6.1 Mileage Reimbursement

Mileage reimbursement

##### IV-6.2 Car Rental Costs

Car rental costs

##### IV-6.3 Other Travel Expenses

Parking costs and other transportation expenses

### V. INDIRECT COSTS

#### V-1 INDIRECT COSTS APPROVED BY COGNIZANT AGENCY FY 18-19 \$ 29,573.00

##### V-1.1 Incurred Indirect Costs

Indirect costs per NCDOT-approved indirect cost allocation plan

#### TOTAL \$ 132,968.00

## TITLE VI NONDISCRIMINATION POLICY

It is the policy of the Cape Fear Rural Transportation Planning Organization (CFRPO), as a federal-aid recipient, to ensure that no person shall, on the ground of **race, color, national origin, sex, religion, age** or **disability**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of our programs and activities, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all other related nondiscrimination laws and requirements.

---

Allen Serkin, Director  
Cape Fear Rural Transportation Planning Organization

---

Date

### Title VI and Related Authorities

Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) provides that, “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” The 1987 Civil Rights Restoration Act (P.L. 100-259) clarified and restored the original intent of Title VI by expanding the definition of “programs and activities” to include all programs and activities of federal-aid recipients, subrecipient, and contractors, whether such programs and activities are federally-assisted or not.

Related nondiscrimination authorities include, but are not limited to: U.S. DOT regulation, 49 CFR part 21, “Nondiscrimination in Federally-assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act”; 49 U.S.C. 5332, “Nondiscrimination (Public Transportation)”; FTA Circular 4702.1B – Title VI Requirements and Guidelines for Federal Transit Administration Recipients; DOT Order 5610.2a, “Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”; FTA C 4703.1 – Environmental Justice Policy Guidance For Federal Transit Administration Recipients; Policy Guidance Concerning (DOT) Recipient’s Responsibilities to Limited English Proficient (LEP) Persons, 74 FR 74087; The Americans with Disabilities Act of 1990, as amended, P.L. 101-336; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 790; Age Discrimination Act of 1975, as amended 42 U.S.C. 6101; Title IX of the Education Amendments of 1972, 20 U.S.C. 1681; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601; Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794d; etc.



## **TÍTULO VI POLÍTICA DE NO DISCRIMINACIÓN**

La política de la Organización de Planificación del Transporte Rural de Cape Fear (CFRPO), como beneficiario de ayuda federal, es garantizar que ninguna persona, por motivos de raza, color, origen nacional, sexo, religión, edad o discapacidad, sea excluidos de la participación, se les nieguen los beneficios o se los discrimine en cualquiera de nuestros programas y actividades, según lo dispuesto por el Título VI de la Ley de Derechos Civiles de 1964, la Ley de Restauración de los Derechos Civiles de 1987 y todos los demás leyes y requisitos de no discriminación.

---

Allen Serkin, Director  
Cape Fear Rural Transportation Planning Organization

---

Date

**United States Department of Transportation**  
**STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES**

DOT Order No. 1050.2A

The *Cape Fear Rural Transportation Planning Organization* (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure 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, for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

**Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Federal-Aid Highway Program**:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal-Aid Highway Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The Cape Fear Rural Transportation Planning Organization, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises*

will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the *Cape Fear Rural Transportation Planning Organization* also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The *Cape Fear Rural Transportation Planning Organization* gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid

and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Federal-Aid Highway Program**. This ASSURANCE is binding on the *Cape Fear Rural Transportation Planning Organization*, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal-Aid Highway Program**. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

**Cape Fear Rural Transportation Planning Organization**

By:

\_\_\_\_\_  
Allen Serkin, Director

\_\_\_\_\_  
Date

Attachments:

Appendices A, B, C, D, E

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **APPENDIX B: CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the *Cape Fear Rural Transportation Planning Organization* will accept title to the lands and maintain the project constructed thereon in accordance with the *North Carolina General Assembly*, the Regulations for the Administration of the Federal-Aid Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *NCDOT* all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

### **(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto the *Cape Fear Rural Transportation Planning Organization (RPO)* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *RPO*, its successors and assigns.

The *Cape Fear Rural Transportation Planning Organization*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will 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 with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the *RPO* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

**APPENDIX C: CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED  
UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *Cape Fear Rural Transportation Planning Organization* pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the *RPO* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the *RPO* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *RPO* and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX D: CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY  
ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *Cape Fear Rural Transportation Planning Organization (RPO)* pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non discrimination covenants, the *RPO* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the *RPO* will there upon revert to and vest in and become the absolute property of the *RPO* and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)



## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

### **Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## **TITLE VI COORDINATOR DUTIES**

NCDOT subrecipients are asked to designate a Title VI Coordinator to serve as the primary point of contact and coordinate with NCDOT's Title VI Program. The Coordinator is responsible for administering the Title VI Nondiscrimination Program and coordinating implementation of the Title VI Plan.

The individual below has been designated as the Title VI Coordinator for the Organization, and is empowered with sufficient authority and responsibility to implement the Title VI Nondiscrimination Program:

Allen Serkin, Director  
Cape Fear Rural Transportation Planning Organization  
1480 Harbour Dr, Wilmington, NC 28401  
(910) 395-4553  
[aserkin@capefearcog.org](mailto:aserkin@capefearcog.org)

Key responsibilities of the Coordinator include:

- Maintaining knowledge of Title VI and related requirements.
- Attending civil rights training when offered by NCDOT or any other regulatory agency.
- Making sure internal staff and officials are familiarized and complying with their Title VI nondiscrimination obligations.
- Disseminating Title VI information internally and to the general public, including in languages other than English.
- Presenting Title VI-related information to decision-making bodies for input and approval.
- Ensuring Title VI-related posters are prominently and publicly displayed.
- Developing a process to collect data related to race, national origin, sex, age, and disability to ensure minority, low-income, and other underserved groups are included and not discriminated against.
- Ensuring that non-elected boards and committees reflect the service area and minorities are represented.
- Implementing procedures for prompt processing (receiving, logging, investigating and/or forwarding) of discrimination complaints.
- Coordinating with, and providing information to, NCDOT and other regulatory agencies during compliance reviews or complaint investigations.
- Ensure documentation of Title VI activities and promptly resolving areas of deficiency to ensure compliance with Title VI nondiscrimination requirements.

## **EXTERNAL DISCRIMINATION COMPLAINT PROCEDURES**

These external discrimination complaint procedures apply to the Cape Fear Rural Transportation Planning Organization (CFRPO) and cover complaints filed under Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities applicable to programs, services, or activities carried out by the CFRPO or its agents.

The CFRPO will make every effort to obtain early resolution of complaints at the lowest level possible. Complaints of alleged discrimination will be investigated by the appropriate authority. The option of informal mediation between the affected parties and the CFRPO staff may be utilized for resolution. Upon completion of each investigation, the CFRPO staff will inform every complainant of all avenues of appeal.

### **Purpose**

The purpose of these discrimination complaint procedures is to describe the process used by the CFRPO for processing and investigating alleged complaints of discrimination.

### **Filing of Complaints**

- 1. Applicability** – The complaint procedures apply to the beneficiaries of the CFRPO programs, activities, and services, including the public and any consultants/contractors hired by the CFRPO.
- 2. Eligibility** – Any person or class of persons who believes that he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities, based upon race, color, sex, age, national origin, or disability may file a written complaint with the CFRPO. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative and must be in writing.
- 3. Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
  - The date of the alleged act of discrimination; or
  - The date when the person(s) became aware of the alleged discrimination; or
  - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Complaints may be submitted to the following entities:

- **Cape Fear Rural Transportation Planning Organization**, 1480 Harbour Drive, Wilmington, NC 28401; 910-395-4553
- **North Carolina Department of Transportation**, Office of Equal Opportunity and Workforce Services, External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1830 or toll free 800-522-0453

- **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
- **Federal Highway Administration**, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8<sup>th</sup> Floor, E81-314, Washington, DC 20590; 202-366-0693 / 366-0752
- **Federal Highway Administration**, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601; 919-747-7010
- **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228

- 4. Format for Complaints** – Complaints shall be in **writing** and **signed** by the complainant(s) or a representative and include the complainant’s name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone or in person will be reduced to writing, may be recorded and will be provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages including Braille.
- 5. Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, or disability. The term “basis” refers to the complainant’s membership in a protected group category.

Protected Categories	Definition	Examples	Applicable Statutes and Regulations
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person’s accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender	Women and Men	1973 Federal-Aid Highway Act
Age	Persons of any age	21 year old person	Age Discrimination Act of 1975
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990

### **Complaint Processing**

1. When a complaint is received by the CFRPO, a written acknowledgment and a Consent Release form will be mailed to the complainant within ten (10) business days by registered mail.
2. **The CFRPO cannot investigate Title VI complaints filed against itself**, but can investigate ADA complaints against itself. The CFRPO will consult with the NCDOT External Civil Rights Section to determine the acceptability and jurisdiction of all complaints received. (Note: If NCDOT has jurisdiction, the External Civil Rights Section will be responsible for the remainder of this process. The CFRPO will record the transfer of responsibility in its complaints log).
3. Additional information will be requested if the complaint is incomplete. The complainant will be provided 15 business days to submit any requested information and the signed Consent Release form. Failure to do so may be considered good cause for a determination of no investigative merit.
4. Upon receipt of the requested information and determination of jurisdiction, the CFRPO will notify the complainant and respondent of whether the complaint has sufficient merit to warrant investigation.
5. If the complaint is investigated, the notification shall state the grounds of the CFRPO's jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.
6. If the complaint does not warrant investigation, the notification to the complainant shall specifically state the reason for the decision.

### **Complaint Log**

1. When a complaint is received by the CFRPO, the complaint will be entered into the Discrimination Complaints Log with other pertinent information, and assigned a **Case Number**. (Note: All complaints must be logged).
2. The complaints log will be submitted to the NCDOT's Civil Rights office during Title VI compliance reviews. (Note: NCDOT may also be request the complaints log during pre-grant approval processes).
3. The **Log Year(s)** since the last submittal will be entered (e.g., 2012-2015, 2014-2015, FFY 2015, or 2015) and the complaints log will be signed before submitting the log to NCDOT.
4. When reporting **no complaints**, check the **No Complaints or Lawsuits** box and sign the log.

Cape Fear Rural Transportation Planning Organization  
**DISCRIMINATION COMPLAINT FORM**

Any person who believes that he/she has been subjected to discrimination based upon race, color, sex, age, national origin, or disability may file a written complaint with the Cape Fear Rural Transportation Planning Organization, within 180 days after the discrimination occurred.

Last Name:

First Name:

☐ Male

☐ Female

Mailing Address:

City

State

Zip

Home Telephone:

Work Telephone:

E-mail Address

Identify the Category of Discrimination:

☐ RACE

☐ COLOR

☐ NATIONAL ORIGIN

☐ AGE

☐ DISABILITY

☐ SEX/GENDER

Identify the Race of the Complainant

☐ Black

☐ White

☐ Hispanic

☐ Asian American

☐ American Indian

☐ Alaskan Native

☐ Pacific Islander

☐ Other \_\_\_\_\_

Date and place of alleged discriminatory action(s). Please include earliest date of discrimination and most recent date of discrimination.

Names of individuals responsible for the discriminatory action(s):

How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. **(Attach additional page(s), if necessary).**

The law prohibits intimidation or **retaliation** against anyone because he/she has either taken action, or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.

Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint: (Attached additional page(s), if necessary).

Name

Address

Telephone

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

## DISCRIMINATION COMPLAINT FORM

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

- ☐ NC Department of Transportation \_\_\_\_\_
- ☐ Federal Transit Administration \_\_\_\_\_
- ☐ Federal Highway Administration \_\_\_\_\_
- ☐ US Department of Transportation \_\_\_\_\_
- ☐ Federal or State Court \_\_\_\_\_
- ☐ Other \_\_\_\_\_

Have you discussed the complaint with any the Cape Fear Rural Transportation Planning Organization representative? If yes, provide the name, position, and date of discussion.

Please provide any additional information that you believe would assist with an investigation.

Briefly explain what remedy, or action, are you seeking for the alleged discrimination.

**\*\*WE CANNOT ACCEPT AN UNSIGNED COMPLAINT. PLEASE SIGN AND DATE THE COMPLAINT FORM BELOW.**

\_\_\_\_\_  
**COMPLAINANT'S SIGNATURE**

\_\_\_\_\_  
**DATE**

**MAIL COMPLAINT FORM TO:**  
CAPE FEAR RURAL TRANSPORTATION PLANNING ORGANIZATION  
1480 HARBOUR DR  
WILMINGTON, NC 28401  
910-395-4553

### FOR OFFICE USE ONLY

Date Complaint Received: \_\_\_\_\_

Processed by: \_\_\_\_\_

Case #: \_\_\_\_\_

Referred to: ☐ NCDOT ☐ FTA Date Referred: \_\_\_\_\_

2018

CASE NO.	COMPLAINANT NAME	RACE/ GENDER	RESPONDENT NAME	BASIS	DATE FILED	DATE RECEIVED	ACTION TAKEN	DATE INVESTIG. COMPLETED	DISPOSITION

No Complaints or Lawsuits ☐

I certify that to the best of my knowledge, the above described complaints or lawsuits alleging discrimination, or **no complaints or lawsuits** alleging discrimination, have been filed with or against **the Cape Fear Rural Transportation Planning Organization** since the previous Title VI Program submission to NCDOT.

\_\_\_\_\_  
Signature of Title VI Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Title VI Coordinator



## **ANNUAL EDUCATION AND ACKNOWLEDGEMENT FORM**

### **Title VI Nondiscrimination Policy**

*(Title VI and related nondiscrimination authorities)*

No person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of a Federal-aid recipient.

All employees and representatives of the Cape Fear Rural Transportation Planning Organization are expected to consider, respect, and observe this policy in their daily work and duties. If any person approaches you with a civil rights-related question or complaint, please direct him or her to Allen Serkin at [aserkin@capefearcog.org](mailto:aserkin@capefearcog.org).

In all dealings with the public, use courtesy titles (e.g., Mr., Ms., Dr.) to address or refer to them without regard to their race, color, national origin, sex, age or disability.

### ***Acknowledgement of Receipt of Title VI Program***

I hereby acknowledge receipt of Cape Fear Rural Transportation Planning Organization's Title VI Program and other nondiscrimination guidelines. I have read the Title VI Program and I am committed to ensuring that no person is excluded from participation in or denied the benefits of RPO programs, policies, services and activities on the basis of race, color, national origin, sex, age, or disability, as provided by Title VI of the Civil Rights Act of 1964 and related nondiscrimination statutes.

---

Signature

---

Date

## DEMOGRAPHIC REQUEST

The Cape Fear Rural Transportation Planning Organization is required by Title VI of the Civil Rights Act of 1964 and related authorities to record demographic information on members of its boards and committees. Please provide the following information:

<b>Race/Ethnicity:</b> <input type="checkbox"/> White <input type="checkbox"/> Black/African American <input type="checkbox"/> Asian <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Native Hawaiian/Pacific Islander <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Other (please specify): _____	<b>National Origin:</b> (if born outside the U.S.) <input type="checkbox"/> Mexican <input type="checkbox"/> Central American: _____ <input type="checkbox"/> South American: _____ <input type="checkbox"/> Puerto Rican <input type="checkbox"/> Chinese <input type="checkbox"/> Vietnamese <input type="checkbox"/> Korean <input type="checkbox"/> Other (please specify): _____
<b>Gender:</b> <input type="checkbox"/> Male <input type="checkbox"/> Female	<b>Age:</b> <input type="checkbox"/> Less than 18 <input type="checkbox"/> 45-64 <input type="checkbox"/> 18-29 <input type="checkbox"/> 65 and older <input type="checkbox"/> 30-44
<b>Disability:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>I choose not to provide any of the information requested above:</b> <input type="checkbox"/>	

Completed forms will remain on file as part of the public record. For more information regarding Title VI or this request, please contact the Cape Fear Rural Transportation Planning Organization at 910-395-4553 or by email at [aserkin@capefearcog.org](mailto:aserkin@capefearcog.org).

Please sign below acknowledging that you have completed this form.

Thank you for your participation!

**Name (print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

## TITLE VI PUBLIC INVOLVEMENT FORM

Completing this form is **completely voluntary**. You are not required to provide the information requested in order to participate in this meeting.

<b>Meeting or Event:</b> <b>Location:</b>	<b>Date:</b>
--	--------------

In accordance with Title VI of the Civil Rights Act of 1964 and related authorities, the Cape Fear Rural Transportation Planning Organization (CFRPO) assures that no person(s) shall be excluded from participation in any of its programs or activities based on their race, color, national origin, disability, age, gender, or income. Completing this form helps us meet our data collection and public involvement obligations and will help us to better serve you.

Please place your completed form in the designated box on the sign-in table, hand it to a CFRPO official or mail it to the Cape Fear Rural Transportation Planning Organization, 1480 Harbour Dr, Wilmington, NC 28401. All forms will remain on file at the CFRPO as part of the public record.

<b>Zip Code:</b> _____	<b>Gender:</b> <input type="checkbox"/> Male <input type="checkbox"/> Female
<b>Street Name:</b> (i.e. Main Street) _____	<b>Have a Disability:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Total Household Income:</b> <input type="checkbox"/> Less than \$12,000 <input type="checkbox"/> \$47,000 – \$69,999 <input type="checkbox"/> \$12,000 – \$19,999 <input type="checkbox"/> \$70,000 – \$93,999 <input type="checkbox"/> \$20,000 – \$30,999 <input type="checkbox"/> \$94,000 – \$117,999 <input type="checkbox"/> \$31,000 – \$46,999 <input type="checkbox"/> \$118,000 or greater	<b>Age:</b> <input type="checkbox"/> Less than 18 <input type="checkbox"/> 45-64 <input type="checkbox"/> 18-29 <input type="checkbox"/> 65 and older <input type="checkbox"/> 30-44
<b>Race/Ethnicity:</b> <input type="checkbox"/> White <input type="checkbox"/> Black/African American <input type="checkbox"/> Asian <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Native Hawaiian/Pacific Islander <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Other (please specify): _____	<b>National Origin:</b> (if born outside the U.S.) <input type="checkbox"/> Mexican <input type="checkbox"/> Central American: _____ <input type="checkbox"/> Puerto Rican <input type="checkbox"/> South American: _____ <input type="checkbox"/> Chinese <input type="checkbox"/> Vietnamese <input type="checkbox"/> Korean <input type="checkbox"/> Other (please specify): _____

Thank you for your participation!

For more information regarding Title VI or this request, please contact CFRPO Director Allen Serkin at (910) 395-4553 or by email at [aserkin@capefearcog.org](mailto:aserkin@capefearcog.org).

**I-95 Corridor Coalition Traffic Flow Data Program  
R009  
Agreement for Use of Data**

- 1.0 This Agreement for Use of Data (“Agreement” or “Data Use Agreement”) is entered into, by and among INRIX, Inc., a corporation organized under the laws of the State of Delaware and having a primary business address set forth in Section 8 below, HERE North America, a limited liability company organized under the laws of the State of Delaware and having a primary business address set forth in Section 8 below, and TomTom North America, Inc., a corporation organized under the laws of the State of California and having a primary business address set forth in Section 8 below (collectively referred to hereinafter as the “Data Vendors”) and

---

(hereinafter “Data Licensee”), having an address as set forth on the signature page below. Data Vendors and Data Licensee together are hereinafter referred to as the “Parties”.

- 2.0 Background: I-95 Corridor Coalition (hereinafter “Coalition”), an unincorporated coalition of members and affiliate members (collectively referred to herein after as “Coalition Members” or “Coalition Member” in singular), has authorized the University of Maryland (hereinafter “UMD”), an agency and instrumentality of the State of Maryland, to act on behalf of the Coalition to enable the Coalition to continue to serve as a valuable knowledgeable collaborative resource throughout the I-95 Corridor. Acting on behalf of the Coalition, UMD has executed agreements with the Data Vendors under which they have agreed to license real-time traffic data, including travel time, speed, complimentary metrics and associated products provided pursuant to task orders (hereinafter referred to as “Licensed Data”) to Coalition Members and their subcontractors under the following agreements: UMD and INRIX have executed contract # 83794N-1-INRIX ; UMD and HERE North America have executed contract # 83794N-2-HERE ; and UMD and TomTom North America have executed contract # 83794N-3-TomTom (collectively hereinafter referred to as the “Contracts”).

This Agreement, to be executed by all Data Vendors and Data Licensees, sets forth the terms and conditions under which Coalition Members and their subcontractors may access and use any Licensed Data purchased through the Contracts, irrespective of geography or time; for appropriate use of and liability for misuse of Licensed Data; and warranties regarding Licensed Data.

For the avoidance of doubt, Data Licensee acknowledges that Data Vendors’ obligation to deliver the Licensed Data to Data Licensee is limited to the duration and the terms of active task orders under the applicable Contracts. The foregoing shall be without prejudice to Data Licensee’s right to use the Licensed Data that it has received as set forth in clause 4.0 below.

- 3.0 Certification: Data Licensee certifies that it is a member or affiliate member of the Coalition in good standing or an entity under contract to a Data Licensee (that may include universities) that directly supports a Coalition Member in good standing via a written agreement (hereinafter



referred to as ‘Subcontractor’), and requires and is authorized to access/use the Licensed Data procured under the Contracts.

If Data Licensee is a Subcontractor, it shall complete Attachment A to this Agreement, which shall be incorporated as part of this Agreement. Coalition Members shall notify all Data Vendors and UMD upon the termination of its written agreement with any Subcontractor.

Data Vendors agree that Data Licensee is entitled to access and use Licensed Data under the terms of this Data Use Agreement. Notwithstanding whether Data Licensee elects to purchase or not purchase Licensed Data for its particular jurisdiction, Data Vendors agree that Data Licensee is entitled to access and use, at no cost, Licensed Data purchased by any Coalition Member, subject to the terms of this Data Use Agreement.

- 4.0 Grant of License: Data Vendors hereby grant Data Licensee a nonexclusive, fully paid up right and license to reproduce, use, distribute, make derivative works based on, and archive Licensed Data consistent with Data Licensee’s traffic management, operations and planning responsibilities. Data Licensee is entitled to receive all Licensed Data purchased by any Coalition Member regardless of geographical or political boundaries of Data Licensee’s respective jurisdiction.
- 5.0 Rights and Limitations of License: The license granted under this Agreement is subject to the following restrictions:
- (a) Data Licensee shall not have the right to sell or otherwise transfer or disclose Licensed Data either to public or private entities that are not licensed to receive such data without prior written authorization from Data Vendors unless Data Licensee is required by applicable laws or regulations or pursuant to an order of a court of competent jurisdiction or a valid administrative or congressional subpoena to disclose Licensed Data. In that event, Data Licensee shall provide the affected Data Vendors prompt notice of the demand, unless prohibited by law, so they may take appropriate action to prevent disclosure, if they wish. Data Licensee shall provide a copy of any such notice to UMD. Nothing herein shall be deemed to authorize Data Licensee not to comply with any lawful order pending action by Data Vendors.
  - (b) Data Licensee shall limit access to Licensed Data to those of its employees and subcontractors who have a need to access and use Licensed Data in order to fulfill their contractual duties and shall require all such persons authorized to access and use Licensed Data to agree to abide by the terms of this Data Use Agreement. Any Data Licensee that desires access to Licensed Data for purposes not authorized by this Agreement must negotiate directly with Data Vendors to acquire such additional access and rights.
  - (c) Data Licensee may disseminate real-time traffic data delivered by Data Vendors to the public, subject to the following restrictions:
    - i. Licensed Data may only be disseminated to the public using dynamic message signs (also known as variable message signs), portable message signs, highway advisory

radio, 511 information systems, and Coalition Members' supported websites, web services, social media, and smart phone applications; and

- ii. Licensed Data disseminated to the public shall be restricted solely to travel times and speeds only that is disseminated via dynamic message signs (also known as variable message signs), portable message signs, highway advisory radio, telephone-based 511 information systems; and
- iii. This Agreement does not place any restrictions on dissemination of data to the public through Coalition Members' supported websites, web services, social media, and smart phone applications, including web-based 511 information systems.

- (d) The license granted by Data Vendors to Data Licensee authorizes Data Licensee to create visualizations and summary statistics of the archived traffic data (i.e., maps, graphs, charts, tables, etc.) for presentation and distribution to the general public ("Derivative Works"). Data Licensee shall own all copyrights in all such Derivative Works to the extent those works are protected by copyright.
- (e) Nothing in this Agreement shall preclude Data Licensee from distributing, displaying or otherwise presenting any traffic data or derivative works deemed essential to the safety of the traveling public.

6.0 Right to Acquire Non-Licensed Data: Nothing in this Agreement shall prohibit Data Licensee from acquiring, displaying or otherwise presenting or sharing information that Data Licensee has obtained from sources other than Data Vendors.

7.0 Prevention of Unauthorized Use: Data Licensee will cooperate with Data Vendors to protect the commercial value of Licensed Data by taking such measures as:

- (a) retaining all proprietary or restricted use notices included on Licensed Data as received; and
- (b) not obstructing or modifying proprietary or restricted use notices included on Licensed Data as received; and
- (c) ensuring that all copies of Licensed Data include all proprietary or restricted use notices included on Licensed Data as received . To the extent Data Vendors do not include any proprietary or restricted use notices on Licensed Data as delivered to Data Licensee, Data Licensee shall insert, at a minimum, the following notice on any copies of Licensed Data that Data Licensee makes: "PROPRIETARY INFORMATION OF DATA VENDOR. USE BY ENTITIES OTHER THAN AUTHORIZED, LICENSED USERS PROHIBITED"; and
- (d) storing and disseminating Licensed Data using methods, communication mediums and technologies that provide reasonable protections against their unlawful copying and unauthorized access and use.

8.0 Notice of Unauthorized Use: In the event Data Licensee becomes aware of an inappropriate use or unauthorized disclosure of Licensed Data, Data Licensee shall provide immediate verbal



notice as soon as practicable and subsequent written notice within 24 hours of its verbal notice to UMD and to the Data Vendor(s) whose data are the subject of inappropriate use or unauthorized disclosure as follows:

**University of Maryland Program Managers**

Dr. Stanley Young      Kathleen Frankle (or designee)  
301-405-3096,      410-414-2925  
[seyoung@umd.edu](mailto:seyoung@umd.edu),      [kfrankle@umd.edu](mailto:kfrankle@umd.edu)  
Department of Civil and Environmental Engineering  
University of Maryland  
2200 Technology Ventures Building  
College Park, Maryland 20742-3021

**INRIX Inc.**

Mr. Rick Schuman- Program Manager  
407-298-4346 [Rick@inrix.com](mailto:Rick@inrix.com)  
10210 NE Points Dr., Suite 300  
Kirkland, WA 98033

**HERE North America LLC**

Mr. Keith Hangland, Account Representative  
408-789-8264 [keith.hangland@here.com](mailto:keith.hangland@here.com)  
425 West Randolph Street  
Chicago, IL 60606

**TomTom North America, Inc.**

Attn: Legal Department  
11 Lafayette Street  
Lebanon, NH 03766-1445 USA  
Telephone: (800) 331-7881  
Facsimile: (603) 653-0249  
Email: [aeglegal@tomtom.com](mailto:aeglegal@tomtom.com)

Subject to the above paragraph, all notices and approvals required to be made under this Agreement shall be made in writing and delivered (i) in person; (ii) by facsimile, with confirmation of transmission, (iii) by electronic mail (email) with return confirmation of delivery, or (iv) by first class mail, postage prepaid and addressed to the contact for each party specified above or such other person and address as each party may hereafter designate in writing. Notice shall be deemed effective upon receipt.

- 9.0 Indemnification: Data Vendors hereby indemnify and agree to hold harmless UMD, Data Licensees and their respective officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type arising out of an allegation that Licensed Data infringes the intellectual property or proprietary rights of any third party or a breach of the representations and warranties of Data Vendors.
- (a) Upon becoming aware of an allegation of infringement or a breach of a Data Vendor's representations and warranties, Data Licensee shall promptly notify the affected Data Vendor(s) and UMD.
- (b) Data Vendors' duty to indemnify is conditioned upon (i) Data Vendors having sole control of the defense and settlement of the claim (provided that Data Vendors may not settle or compromise or defend any claim unless they unconditionally release all other parties from all liability, and further provided that Data Vendors must obtain prior approval of any such settlement or compromise from counsel for UMD and the Data Licensee which shall not be unreasonably withheld or delayed); (ii) Data Licensee provides, at Data Vendors' expense, information and reasonable assistance upon Data Vendors' request; and (iii) Data Licensee has not already compromised or settled the claim.
- 10.0 Liability: Under no circumstance will Data Licensee be responsible for another Data Licensee's breach of its duties under this Data Use Agreement. Each Data Licensee shall be liable for its

own violations of this Agreement.. IN NO EVENT WILL ANY PARTY OR ITS OFFICERS, AGENTS, OR EMPLOYEES BE LIABLE TO THE OTHER PARTIES FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUSINESS EXPENSE, MACHINE DOWN TIME, LOSS OF PROFITS, OR DAMAGE OR INJURY TO PROPERTY FOR ANY CLAIMS, DEMANDS OR DAMAGES ARISING OUT OF OR RELATED TO THE PERFORMANCE OR ITS OBLIGATIONS UNDER THIS AGREEMENT OR THE USE OF LICENSED DATA BY ANYONE EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 11.0 Term and Termination

- (a) This Agreement will commence with respect to an individual Data Licensee as of the last date of execution by each Data Vendor, the Data Licensee, and the UMD representative affirming the good standing of the Data Licensee.
- (b) This Agreement will terminate upon the occurrence of any of the following:
  - (i) One or more Data Vendors or UMD gives written notice to Data Licensee of its breach of one or more obligations under this Agreement and Data Licensee's failure to cure its breach within thirty (30) days of receipt of notice of breach; or
  - (ii) UMD notifies Data Vendors and Data Licensee that Data Licensee is not a member or affiliate member in good standing of the I-95 Corridor Coalition and Data Licensee fails to restore its good standing within thirty (30) days of receipt of notice; or
  - (iii) A Coalition Member or its Subcontractor gives written notice to the Data Vendors and UMD that Subcontractor no longer has a need to access/use Licensed Data in which case this Agreement will terminate only with respect to the Subcontractor; or
  - (iv) Data Licensee gives written notice to Data Vendors and UMD that it wishes to terminate this Agreement.

Notices shall be provided to the addresses listed in Section 8.0 above.

Except for the reasons stated above, this Agreement will remain in effect and will not terminate.

- (c) Termination under section 11.0(b) (i) and (ii) will become effective upon expiration of the 30-day period if the breach has not been cured. Termination under Section 11.0(b) (iii) and (iv) will become effective immediately upon receipt of notice.
- (d) In the event of termination of this Agreement:
  - (i) Data Vendor will cease to provide Licensed Data to Data Licensee; and
  - (ii) Data Licensee will no longer be able to access Licensed Data maintained in archives and analysis tools at UMD; and
  - (iii) Data Licensee must destroy any and all Licensed Data in its possession and certify their destruction to UMD within thirty (30) days of the effective date of termination

#### 12.0 Representations and Warranties



- (a) Data Vendors represent and warrant that all Licensed Data shall be original and unencumbered.
- (b) Data Vendors represent and warrant that they either own the Licensed Data or are authorized by the owner(s) of Licensed Data to grant licenses to Data Licensees under this Agreement or that Licensed Data are in the public domain.

### 13.0 General

- (a) The validity, interpretation and effect of this Agreement shall be governed by the laws of the state where Data Licensee is located without regard to its conflicts of laws rules when Data Licensee is an agency or instrumentality of state government.
- (b) No Party may assign its rights or obligations under this Agreement, except with the prior written approval of the other Parties. Such approval will not be unreasonably withheld.
- (c) This Agreement may be modified only by written agreement of authorized representatives of all Parties.
- (d) This Agreement supersedes any previously executed agreement between Data Licensee and Data Vendor/s with respect to Licensed Data.
- (e) Nothing herein shall be construed to create a partnership, joint venture, or teaming agreement between or among the Parties and nothing herein shall be construed to imply that any Party's employees are employees of another Party.
- (f) The Parties shall use their best efforts to resolve any disagreement that arises out of this Agreement amicably.
- (g) No provision of this Agreement shall be waived unless in writing and signed by all Parties to this Agreement. The waiver of any provision of this Agreement shall not be deemed to be a continuing waiver or the waiver of any other provision of this Agreement.
- (h) If any one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect for any reason, then such invalidity, illegality, or unenforceability shall not affect any other provision hereof or any other application of the affected provision.
- (i) This Agreement, together with Attachment A (if applicable), embodies the entire understanding between and among the Parties. There are no contracts, understandings, conditions, warranties or representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein.
- (j) This Agreement may be executed in counterparts, all of which when taken together

will be deemed one original. The Parties agree to accept digital delivery of this executed Agreement.

Signature page follows

By signing below, the Parties certify that they agree to the above terms and are duly authorized to bind their respective entities.

\_\_\_\_\_  
\_\_\_\_\_  
**Data Licensee (agency, affiliate, subcontractor)**  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date \_\_\_\_\_

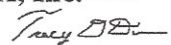
\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name and Title of Primary Contact:

\_\_\_\_\_  
Telephone/Facsimile/E-mail

**INRIX, Inc.** Signed by:

By:  \_\_\_\_\_

Name: 47C01DE5D045418...

Date 18 November 2014

\_\_\_\_\_  
Name:

General Counsel

\_\_\_\_\_  
Title

**HERE North America, LLC**

By:  \_\_\_\_\_

Name:

**Lori Bellows  
Director**

Date: 11/20/14

\_\_\_\_\_  
Title

TomTom North America, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Date 21 November 2014

#### UNIVERSITY OF MARYLAND CERTIFICATION

University of Maryland hereby certifies that as of the date below, Data Licensee is a Coalition Member or affiliate in good standing, or a Subcontractor of a Coalition Member or affiliate in good standing.

By: \_\_\_\_\_

Kathleen Frankle

Program Manager

I-95 Corridor Coalition

Date \_\_\_\_\_

**ATTACHMENT A**  
**Any Data Licensee that is**  
**a Subcontractor must provide the following information**  
**About its Contract with a Member/Affiliate to "Establish Need to Know"**

1. Name and Address of Subcontractor/Data Licensee:

\_\_\_\_\_

2. Contractor from whom data is requested (check all that apply)

\_\_\_\_ INRIX

\_\_\_\_ Here North America

\_\_\_\_ TomTom

3. Explain why You Need Access to Licensed Data:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Prime Contract/Subcontract Source

\_\_\_\_\_

5. Contract/Agreement Number

\_\_\_\_\_

6. Contract/Agreement Period-of-Performance:

From: \_\_\_\_\_ to: \_\_\_\_\_

7. Contact Information from Contracting Agency (Coalition Member/Affiliate):

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Subcontractor's authorized official certifies that the information provided above is current and accurate.

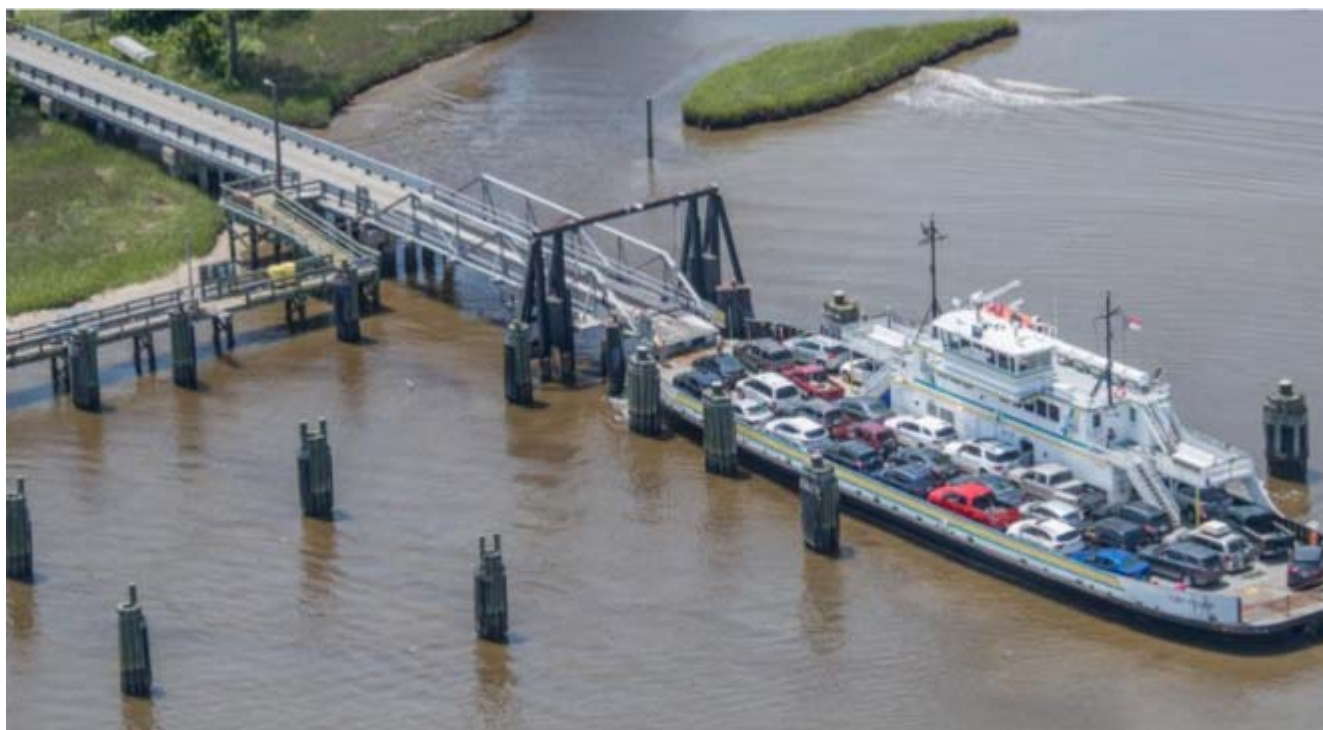
By: \_\_\_\_\_ Date \_\_\_\_\_

Name and Title: \_\_\_\_\_



# Little Support for Ferry Route Cuts, Fare Hikes

*by Kirk Ross*



A state ferry arrives at the Swan Quarter dock. Photo: N.C. Ferry Division

**RALEIGH** — The reception to recommendations for fare increases and cuts in off-season ferry trips ranged from tepid to ice cold at a legislative hearing here last week.

Members of the joint House and Senate Program Evaluation Oversight Committee said the [proposal](#) from the legislature's Program Evaluation Division, which would double the fares for some state-operated ferry routes and cut dozens of crossings, needs more study and could potentially treat coastal residents differently than other North Carolinians when it comes to the state's transportation system.

Rep. Nelson Dollar, R-Wake, who chairs the House Appropriations Committee, said there's not enough data, including passenger counts for individual trips, to make decisions on specific route cuts. He also argued against the plan on philosophical grounds, stressing that the ferry service is part of the transportation system and not a business.



Rep. Nelson Dollar

“I hope we don’t do anything as a General Assembly that will treat our folks down east, in those rural counties who have enough to struggle with, that we don’t do anything that treats them like second-class citizens,” Dollar said. “Because they’ve got to get from Point A to Point B, too, and this ferry system is their bridge system.”

Chuck Hefren, a principal program evaluator with the Program Evaluation Division who worked on the study, said there is no way the state could make the ferry system pay for itself using fares, which at present only provide 4 percent of the funds for the system. But Hefren said the state can make improvements. The cost per vehicle on off-season crossings on expensive routes can run as high as \$250, he said.

“We think the reliance on state funds can be lessened and still provide great ferry service in North Carolina,” Hefren said.

The proposal reviewed by the oversight committee finds that the state could save \$1.5 million by reducing the number of crossings and another \$1.7 million through fare increases. The bulk of the estimated \$1.5 million in savings, \$953,419, would come from dropping 12 daily crossings for the Hatteras-Ocracoke route, the service’s highest-cost route. Other reductions in service to Ocracoke would include eliminating two daily crossings each from Swan Quarter and Cedar Island. The largest number of daily crossings eliminated would be 18 of the 54 crossings for the Cherry Branch-Minnesott route. Fort Fisher to Southport service would be reduced by nine crossings.

Hefren told the committee that the impact of fare increases on local residents and regular commuters would be minimal because most would take advantage of the \$150 year-round pass.

North Carolina Department of Transportation officials offered a [response to the report](#), saying the cost-saving estimates are unrealistically high and that many of the suggestions, such as targeted route reductions, are already being considered.

Dollar said the proposal was unnecessary given improvements and route adjustments already being made by NCDOT and would likely be met with heavy opposition on the coast. He recalled reaction to an effort in 2012 to start charging fares for free routes.

“Folks came out by the hundreds of thousands with their pitchforks,” he said.

Pointing to the process used to settle on the upcoming fare increase for the Southport to Fort Fisher route, Dollar said the system is working.

“We need to leave these things to DOT under the structure that we’ve got and make sure that the local governments are involved and do it that way, as opposed to the General Assembly weighing in,” he said.

Rep. Becky Carney, D-Mecklenburg, agreed, saying that she’d like to see better reporting and updates on the system before taking on large-scale changes.

### **‘Struggling With the Math’**

Some inland legislators were more receptive to the report’s recommendations.

Sen. Andy Wells, R-Catawba, said he didn’t understand why the state is providing a free commute for coastal residents. Wells said a 5-mile commute, the length of the average ferry run, costs \$1,400 per year based on the current Internal Revenue Service mileage deduction rate of 54.5 cents per mile.



Sen. Andy Wells

“I’m struggling with the math on this,” Wells said. “If your commute is over the highway your cost is \$1,400 a year, but if it’s over the water, it’s zero.”

Rather than move forward with the proposed fare increases and crossing reductions, the committee is reviewing potential legislation for the 2018 short session that would require NCDOT to develop a 20- to 30-year forecast of transportation demands for the coastal region and look at possible alternatives for transporting vehicles and passengers via ferries. The plan would include a review of routes, pricing structures for fares and all ferry operations. The report would be due Dec. 1, 2019.





## Rep. Pat McElraft

The committee is scheduled to review the proposed legislation at its April 9 meeting and decide whether to forward it to the General Assembly for consideration during the session, which opens May 16.

Rep. Pat McElraft, R-Carteret, said she agrees there needs to be more information before considering major changes.

“I think the long-term study is the right decision,” she said Tuesday in a text response to *Coastal Review Online*. “There are many moving pieces to this issue. We need to consider tourism that generates billions of dollars to the economy. A modest fee increase for cars on ferries where there is an alternative road might be appropriate but there needs to be stakeholders involved in the final plan for any changes.”

## Partnerships Pushed

While there was plenty of pushback on parts of the ferry service evaluation, a proposal to encourage more public-private partnerships was generally applauded.

A plan under consideration would revive the idea of a network of passenger ferries to boost tourism in the state’s Inner Banks, a marketing term that describes the inland areas of the coastal plain, particularly in the Albemarle Sound region.

Nick Didow, a marketing professor at the Kenan-Flagler Business School at the University of North Carolina Chapel Hill, told the committee that a new [study](#) by a new Inner Banks collaboration, showed that a public-private partnership model could be used to launch a new ferry passenger as part of an economic revitalizations for Albemarle communities. The concept draws on an idea proposed in 1993 by former Roper mayor Bunny Sanders, Phil McMullan and Peter Thompson.



According to the study, tourists and visitors would enjoy visiting historic towns and sites, seeing nature, and exploring the inner banks region by ferry. Image: UNC

The network of ferries, Didow told the committee, would benefit locals by connecting communities as well as the tourism economy. It also would expand eco-tourism in the region.

The study, conducted for a coalition dubbed the Harbor Town Project, looked at adding passenger ferry service between Elizabeth City, Edenton, Hertford, Plymouth, Columbia and Kitty Hawk. One proposed route would be an express service between Kitty Hawk and Edenton.

In the study, the infrastructure, including docks and vessels for the system, would be provided with public funds, with an initial investment estimated at \$22 million. The service would be operated by a commercial ferry service.

The study estimates that 107,000 passengers would use the service during the first year and 170,000 per year after that and increase as routes increase.

### **Like This Story?**

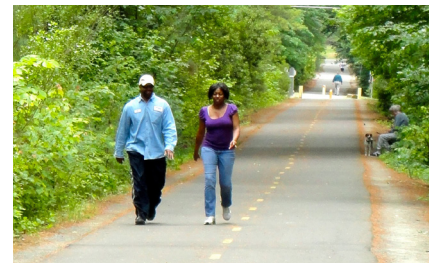
It costs about \$500 to produce this and all other stories on *CRO*. You can help pay some of the cost by sponsoring a day on *CRO* for as little as \$100 or by donating any amount you're comfortable with. All sponsorships and donations are tax-deductible.

## EXECUTIVE SUMMARY

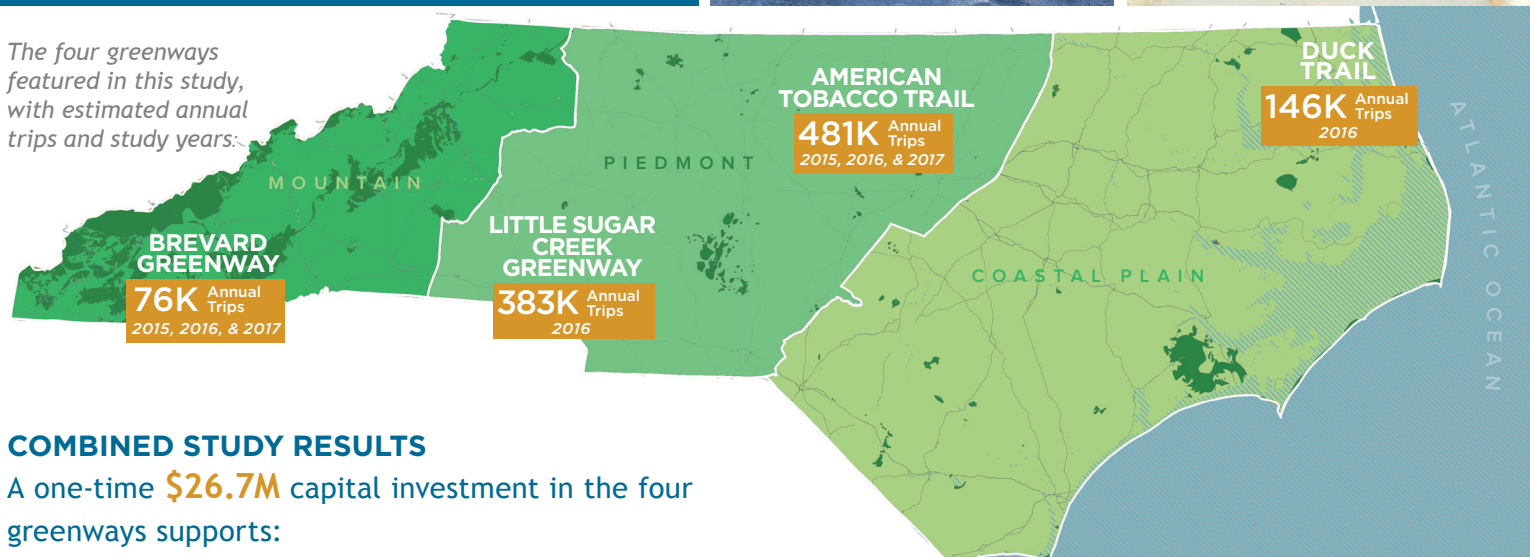
# Evaluating the **ECONOMIC IMPACT** of **SHARED USE PATHS** in North Carolina

MARCH 2018

Shared use paths, also known as **GREENWAYS**, provide a shared space for bicycle and pedestrian travel outside of the roadway. This project's objective was to design and test an approach for measuring the economic contributions of greenways in North Carolina.



The four greenways featured in this study, with estimated annual trips and study years:



## COMBINED STUDY RESULTS

A one-time **\$26.7M** capital investment in the four greenways supports:



**\$19.4M**

Estimated annual sales revenue at local businesses along the four greenways



**\$684K**

Estimated annual local and state sales tax revenue from businesses along the greenways



**\$25.7M**

Estimated annual savings due to more physical activity, less pollution and congestion, and fewer traffic injuries from use of the greenways



**\$48.7M**

Estimated business revenue from greenway construction



**790 JOBS**

Are supported annually through greenway construction

**RETURN ON INVESTMENT:** Every **\$1.00** of trail construction supports **\$1.72 annually** from local business revenue, sales tax revenue, and benefits related to health and transportation.



Division of  
Bicycle &  
Pedestrian  
Transportation

By: The Institute for Transportation Research and Education  
and Alta Planning + Design

For: NCDOT Division of Bicycle and Pedestrian Transportation

FULL REPORT: [go.ncsu.edu/sharedusepaths](http://go.ncsu.edu/sharedusepaths)

## Cape Fear RPO Division 6 Columbus County Project Report - May 2018

### Active Projects: Bridge/Safety/Maintenance/Resurfacing, etc.

#### **C203642**

REPLACEMENT OF 7 BRIDGES IN COLUMBUS COUNTY: BRIDGE STRUCTURES #230013 ON NC 410; #230118 ON SR 1317 (CLARENDON CHADBOURN RD); #230126 ON SR 1005 (PEACOCK RD); #230167 ON SR 1379 (HINSON CROSSROADS RD); #230171 ON SR 1414 (BRASWELL RD); #230175 ON SR 1504 (WILLIAMSONS XARDS); #230308 ON SR 1005 (PEACOCK RD)

Let Date: 4-21-2015

Work Began: 12-4-2015

Estimated Completion: 9-1-2018

Scheduled Progress: 72%

Actual Progress 80.67%

Contractor: E.S. Wagner Company, LLC - South CA

Contract Amount: \$5,038,195

#### **C204040 (B-5699, B-5700, B-5711)**

REPLACE 1 BRIDGE IN COLUMBUS COUNTY (B-5699), 1 BRIDGE IN CUMBERLAND COUNTY (B-5700) AND REPLACE 1 BRIDGE IN HARNETT COUNTY (B-5711). COLUMBUS CO: (B-5699) REPLACE BRIDGE #68 ON NC 214

Let Date: 6-6-2017

Work Began: 11-27-2017

Estimated Completion: 11-18-2018

Scheduled Progress: 9.5%

Actual Progress: 7.9%

Contractor: Smith-Rowe

Contract Amount: \$5,491,634

Columbus Project Cost: \$1,250,000

#### **DF00120**

BRIDGE REPLACEMENT, GRADING, DRAINAGE, PAVING, STRUCTURE - BRIDGES #93 SR 1005 (PEACOCK RD), #138 SR 1412 (BLACKWELL RD) & #274 SR 1824 (WATER TANK RD)

Let Date: 2-17-2016

Work Began: 5-23-2016

Estimated Completion: 5-2-2018

Scheduled Progress: 100%

Actual Progress: 86.55%

Contractor: The Tara Group of Lumberton INC

Contract Amount: \$1,895,949

#### **DF00162**

RESURFACING ON NC 11 FROM SR 1740 TO NC 87 & VARIOUS SECONDARY ROUTES

Let Date: 6-7-2017

Work Began: 9-21-2017

Estimated Completion: 8-31-2018

Scheduled Progress: 0%

Actual Progress: 7.27%

Contractor: Barnhill

Contract Amount: \$1,599,045

#### **DF00169**

REPLACE BRIDGE #84 OVER JUNIPER SWAMP ON SR 1119 (WRIGHT ROAD), BRIDGE #196 OVER GREENS BRANCH ON SR 1003 (SILVER SPOON ROAD) AND BRIDGE #198 OVER WEST PRONG CREEK ON SR 1546 (BILL HOOKS ROAD)

Let Date: 6-21-2017

Work Began: 1-17-2018

Original Completion Date: 1-24-2019

Revised Completion Date: 5-9-2019

Scheduled Progress: 46%

Actual Progress: 24.19%

Contractor: Civil Works Contracting LLC

Contract Amount: \$1,754,870

## Cape Fear RPO Division 6 Columbus County Project Report - May 2018

### Active Projects: Bridge/Safety/Maintenance/Resurfacing, etc.

**DF00170**

REPLACE BRIDGE #259 AND #262 OVER DANS CREEK ON SR 1836 (BYRDVILLE-FREEMAN ROAD)

Let Date: 6-21-2017

Work Began: 10-11-2017

Original Completion Date: 2-21-2019

Revised Completion Date: 3-8-2019

Scheduled Progress: 94%

Actual Progress: 46.92%

Contractor: Civil Works Contracting LLC

Contract Amount: \$904,565

**DF00178 (R-5786A)**

2017 ADA CURB RAMP IMPROVEMENTS VARIOUS LOCATIONS IN BLADEN, COLUMBUS & ROBESON COUNTIES

Let Date: 8-16-2017

Work Began: 11-6-2017

Estimated Completion: 5-31-2018

Scheduled Progress: 50%

Actual Progress: 50.44%

Contractor: Jymco Construction Company, INC

Contract Amount: \$611,680

### Upcoming Projects: Bridge/Safety/Maintenance/Resurfacing Projects, etc.

**C203988 (B-5332)**

REPLACE BRIDGE 3130 OVER CEDAR CREEK ON SR 1005 (PEACOCK ROAD)

Let Date: 7-18-2017

Availability Date: 3-15-2018

Estimated Completion: TBD

Scheduled Progress: 0%

Actual Progress: 0%

Contractor: The Tara Group of Lumberon INC

Contract Amount: \$520,434

**C204115 (R-5749)**

CONSTRUCT INTERCHANGE AT US 74-76 AND SR 1001 (HALLSBORO ROAD)

R/W Date: 3-31-17

Let Date: 2-20-2018

Availability Date: no work can begin before 4-2-2018 or later than 7-16-2018

Scheduled Progress: 0%

Actual Progress: 0%

Contractor: BMCO Construction INC

Contract Amount: \$9,398,677

**DF00187**

RESURFACING, WIDENING & PAVEMENT MARKINGS ON SR 1004 (ROUGH AND READY ROAD) AND VARIOUS SECONDARY ROUTES

Let Date: 11-1-2017

Estimated Completion: 11-15-2018

Scheduled Progress: 0%

Actual Progress: 0%

Contractor: Barnhill

Contract Amount: \$2,873,590

## Cape Fear RPO Division 6 Columbus County Project Report - May 2018

### Upcoming Projects: Bridge/Safety/Maintenance/Resurfacing Projects, etc.

**DF00192 (R-5786CA, R5786CB)**

ADA CURB RAMP INSTALLATIONS (SPRING 2018)

Let Date: 3-7-2018

Availability Date: 4-1-2018

Estimated Completion: 11-15-2018

Scheduled Progress: 0%

Actual Progress: 0%

Contractor: Browe Construction Company

Contract Amount: \$806,581

**DF00201**

RESURFACING, WIDENING & PAVEMENT MARKINGS ON NC 11, SR 1150, SR 1730, SR 1843 & VARIOUS SECONDARY ROUTES IN BLADEN AND COLUMBUS COUNTIES (16.44 MILES)

Let Date: 3-7-2018

Availability Date: 4-4-2018

Estimated Completion: 8-30-2019

Scheduled Progress: 0%

Actual Progress: 0%

Contractor: Barnhill

Contract Amount: \$2,052,738

**DF00202**

RESURFACING, WIDENING & PAVEMENT MARKINGS ON VARIOUS SECONDARY ROUTES IN BLADEN AND COLUMBUS COUNTIES (30.07 MILES)

Let Date: 3-7-2018

Availability Date: 4-2-2018

Estimated Completion: 8-30-2019

Scheduled Progress: 0%

Actual Progress: 0%

Contractor: Barnhill

Contract Amount: \$4,380,068

**DF00203**

RESURFACING, MILLING, WIDENING AND PAVEMENT MARKINGS ON VARIOUS SECONDARY ROUTES IN COLUMBUS COUNTY INCLUDING NC 130 AND NC 905

Let Date: 3-7-2018

Availability Date: 4-2-2018

Estimated Completion: 8-30-2019

Scheduled Progress: 0%

Actual Progress: 0%

### Upcoming STIP/Safety Projects

**R-2561C**

NC 87 widening from NC 11 to US 74/76

R/W acquisition: 10-2024

Let Date: 10-2026

**R-2561CA (NEW PROJECT)**

NC 87 at NC 11 convert at-grade intersection to interchange

R/W acquisition: 10-1-2021

Let Date: 10-1-2023

Cost: \$8,500,000

## Cape Fear RPO Division 6 Columbus County Project Report - May 2018

### Upcoming STIP/Safety Projects

**R-5820** US 74/76 at SR 1735 (Chaunceytown Road) Upgrade at-grade intersection to interchange  
R/W acquisition: 1-2020  
Let Date: 1-2022  
Cost: \$7,500,000

**R-5020**  
Widening US 701 Bypass (Madison Street-Powell Boulevard) from SR 1166 Pleasant Plains Road to North of US 74/76 Bypass in Whiteville  
R/W acquisition: 2-2018  
Let Date: 2-2020

**R-5749**  
US 74/76 at SR 1001 (Hallsboro Road) Convert at-grade intersection to interchange  
R/W acquisition: 3-2017  
Let Date: 2-2018  
Cost: \$5,872,000  
Contract has been awarded  
Work to began no later than 7-16-2018

**R-5797**  
US 74 at SR 1506 (Boardman Road) upgrade at-grade intersection to interchange  
R/W acquisition: 10-2018  
Let Date: 10-2020

**W-5601EV**  
US 74 IMPROVEMENTS - CONSTRUCT DIRECTIONAL CROSSEOVERS ON US 74 FROM SR 1824 WATER TANK RD TO JUST EAST OF THE BRUNSWICK COUNTY LINE IN COLUMBUS COUNTY  
R/W Date: 6-30-2017  
Let Date: 8-21-2018  
Project Cost: \$3,255,000  
Project Status: Public Meeting held 5-1-2017





STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

Wednesday, May 2, 2018

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

TCC TPD UPDATES CAPE FEAR RPO

May 2, 2018

**Columbus County CTP** – The CTP has been handed over to two new engineers. The engineers are working on getting Chapter 2 problem statements and mapping ready for internal peer review. They also plan on holding a steering committee meeting end of May.

**Wilmington Model Update** – Wilmington MPO has requested that TPD update their model to a base year of 2015, previously the base year was 2010. The model is being updated so it can be accurately used in the next MTP. The Base Year SE Data has been verified, and we are moving onto the future year portion of the model. Nazia will present base year SE data to Wilmington MPO's TCC and Board.

**Wilmington CTP** – With the model update, WMPO has also asked TPD to start on the Wilmington CTP update. We have yet to develop a schedule for this CTP and start – but once the Wilmington Model is near completion we will develop a schedule.

**Performance Measures** – Performance management is a strategic approach that uses system information to make investment and policy decisions to achieve transportation system performance goals. To collaboratively work together in setting targets, TPD has established a work group and has scheduled three meetings. ALL MPO's and RPO's are invited to be a part of the target setting process. NCDOT is working to have targets established by the May 20<sup>th</sup> 2018 deadline for pavement, bridge, and system performance.

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION PLANNING BRANCH  
1554 MAIL SERVICE CENTER  
RALEIGH NC 27699-1554

*Telephone:* (919) 707-0900  
*Fax:* (919) 733-9794  
*Customer Service:* 1-877-368-4968

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

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



Once submitted, NCDOT will inform the MPO's of the actual target establishment date. MPO's are required to either support NCDOT's targets or set their own within 180-days of when NCDOT sets their targets.

**RPO Program Reviews:** FHWA submitted their findings and recommendations for improvement to NCDOT. TPD has developed an action plan to address the recommendations. FHWA, NCDOT and the RPO Administrative Documents Committee will collaborate on the implementation of resulting changes.

**Statewide Plan:** TPD has selected WSP as the consultant for the Statewide Plan. A scope and schedule will be developed soon. As stakeholders, MPO/RPOs will be engaged throughout the process.

**Corridor Studies:** Work is underway on the first two master plans, as follows:

- Bundle #1 has been assigned to Kimley-Horn and includes **Corridor P** (Future I-42/US 70E/ NCRR from I-440 in Wake County to Port at Morehead City), **Corridor S** (I-795/US 117 from I-95 in Wilson County to I-40 in Sampson County), and **Corridor X** (US 258/NC 11/US 13 from US 17 in Onslow County to US 64E in Edgecombe County)
- Bundle #2 has been assigned to Atkins, and includes **Corridor U** (US 74W/US 74E/I 74 from I-26 in Polk County to US 117 in Wilmington) and **Corridor D** (US 321/CSX from South Carolina state line to Tennessee state line).

**Freight Plan:** The Statewide Freight Plan was adopted by the BOT in September 2017 and approved by FHWA on November 21, 2017. It can be found online at <https://connect.ncdot.gov/projects/planning/Statewide-Freight-Plan/Pages/default.aspx>.

**CMAQ:** We are wrapping up the final FFY 2018 projects. Applications for funding in FFY 2019 are due in March 2018.

**Traffic Forecast:** The Traffic Forecast shapefile is under development (ArcGIS Online). The Traffic Forecasts layer is being finalized. A link was sent out to the TP Division to get input and updates are being finalized. A GIS unit e-mail was established that will be added to the CC list for all traffic forecast deliveries. The GIS Unit will process updates to the Traffic Forecasts GIS layer monthly. This layer will track in-progress and complete traffic forecasts back to 2013.

**HERE Data:** HERE Data is available for use for NCDOT business purposes, subsequently being available for RPO use. Data available for travel times and speed measures across the state. Program available at: <https://pda.ritis.org/suite>

**FHWA News:** Functional Classification - FHWA has an interactive map that shows the Federal highway system, freight network, fatal crashes, MPO information, and demographic maps at the county level.