# **COUNTY OF MECKLENBURG**

This **AGREEMENT** is made and entered into this 1st day of July 2025 (the "Effective Date") by and between the **CITY OF CHARLOTTE**, (the "City or Subgrantee") through the Charlotte Regional Transportation Planning Organization ("CRTPO") and **UNION COUNTY**, (the "Awardee" or "Union County") (collectively, the "Parties") for the use of Planning Funds for the **Union County Critical Intersection Study** (the "Project").

#### **GENERAL RECITALS**

WHEREAS, CRTPO is the regional planning organization, designated by the North Carolina Department of Transportation (NCDOT) to undertake planning responsibilities in the planning area; and,

WHEREAS, the City has been designated the Lead Planning Agency of CRTPO; and,

**WHEREAS**, federal funds for planning activities are allocated by the Federal Highway Administration (the "FHWA") through the NCDOT to CRTPO; and,

WHEREAS, the City is the "designated recipient" of funds with the responsibility of selecting projects that meet the funding criteria; and,

WHEREAS, the CRTPO conducted a competitive Call for Projects from August 12, 2024, to October 31, 2024, to award federal funds (the "Grant Funds"); and,

WHEREAS, the Awardee applied for Grant Funds through CRTPO and is an eligible Awardee for their planning project for the Union County Critical Intersection Study project; and

**WHEREAS**, The CRTPO Board awarded Union County planning funds for the Union County Critical Intersection Study on March 19, 2025; and

WHEREAS, subject to the availability of Grant Funds, the Awardee shall comply with the rules and regulations of the CRTPO, NCDOT, and FHWA; and

**WHEREAS**, the Parties desire to secure and utilize Grant Funds for the Union County Critical Intersection Study.

**NOW THEREFORE**, in consideration of the mutual covenants herein set forth, the City and Awardee agree as follows:

#### **AGREEMENT**

# 1 Purpose

The purpose of this Agreement is to provide for the undertaking of planning projects, as described in the Project application (Exhibit A), and to state the terms and conditions as to the way the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large. The Awardee shall use the Grant Funds only for the purposes of the Project and for no other purpose. Any amendment to this Agreement shall be done in writing and only by mutual consent of the Parties.

# 2 Incorporation of Exhibit

The following Exhibit is attached to this Agreement and is incorporated into and made a part of this Agreement:

Exhibit A: Project Application

# 3 Availability of Grant Funds

All terms and conditions of this Agreement are dependent upon, and subject to the allocation of Grant Funds from NCDOT and FHWA for the purpose set forth in the Agreement and the Agreement shall automatically terminate if Grant Funds cease to be available.

# 4 Project Implementation.

The Awardee shall undertake and complete the Project in accordance with the procedures and guidelines set forth in in this Agreement, and in the following documents:

- a. OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200); NCGS 159-34, and NCAC 03M .0703
- b. NCDOT Local Programs Management Handbook available at <a href="https://connect.ncdot.gov/municipalities/Funding/Pages/LPM%20Handbook.aspx">https://connect.ncdot.gov/municipalities/Funding/Pages/LPM%20Handbook.aspx</a>.
- c. CRTPO Supplemental Guide for Planning Projects:

https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Supplemental Guide for Planning Projects.pdf

# 5 Relationship of the Parties

The relationship of the parties established by this Agreement is the CRTPO as recipient and Union County as the Awardee of the Grant Funds. Except for the required administrative oversight of the Project by the CRTPO, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

# 6 Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures from **July 1, 2025, to June 30, 2027.** Any requests to extend the Period of Performance must be made in accordance with the policies and procedures established by the NCDOT, CRTPO, and FHWA and be approved by the CRTPO Board. The Awardee shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

The Awardee shall be responsible for all costs to the Project that is outside of the Period of Performance.

# 7 Scope of Project

The scope of project is to create a Critical Intersection Study for Union County (Exhibit A - Application for funds).

# 8 Reimbursement of the Project

Grant Funds for the Project is detailed in the following table. The total reimbursable amount of the Project approved by the CRTPO is not to exceed \$160,000.

The Awardee hereby agrees that it will provide the percentages of the actual net cost of the Project, and any amounts more than the CRTPO's maximum contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Awardee which have the effect of reducing the actual cost.

Funding Source	Total Project Cost	Reimbursement from CRTPO to the Union County (not to exceed)	Non-Federal Match by Union County
80% Federal 20% Local Match	\$200,000	\$160,000	\$40,000

# 9 Project Expenditures and Payments

# 9.1 General.

The CRTPO is utilizing available Grant Funds, and shall reimburse the Awardee, at the rate described above, for allowable costs for work performed during the Performance Period and under the terms of this Agreement. 9.2 Reimbursement Procedures.

The Awardee shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.

- a. The Awardee's claims for reimbursement shall be made no more than monthly or less than quarterly, using the CRTPO and the City's invoice form.
- b. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period.
- c. Before reimbursement, the Awardee shall provide supporting documentation for proof of payment. The documentation is required with each reimbursement request. The Awardee must show it has met its proportionate share of the project costs. Any costs for work not eligible for CRTPO and Federal participation shall be financed one hundred percent (100%) by the Awardee.
- d. The Awardee shall email invoices and required documentation to:

<u>Temekia.Dae@charlottenc.gov</u>, <u>tthomson@charlottenc.gov</u>, and <u>jennifer.stafford@charlottenc.gov</u>.

e. Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and it shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

# For the CRTPO:

Robert W. Cook
Assistant Planning Director
City of Charlotte – CRTPO
600 East Fourth Street – 8th Floor
Charlotte, NC 28202
704-336-8643
rwcook@charlottenc.gov

# For the Awardee:

Bjorn Hansen, AICP CTP
Senior Planner
Union County Government
500 North Main Street, Suite 70
Monroe, NC 28112
704-283-3690
Bjorn.hansen@unioncountync.gov

## 9.3 Allowable Costs.

Expenditures made by the Awardee shall be reimbursed as allowable costs under the FTA and FHWA programs and the provisions of 2 CFR Parts 200 and 1201, and to the extent, they meet all the requirements set forth below. They must be:

- a. Consistent with the Project description as submitted to CRTPO, and consistent with the Project budget and all other provisions of this Agreement.
- b. Necessary to accomplish the Project.
- c. Reasonable in amount for the goods or services purchased.
- d. Actual net costs to the Awardee, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105- 164.14), rebates, or other items of value received by the Awardee that have the effect of reducing the cost actually incurred.
- e. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the CRTPO to the contrary is received.
- f. Satisfactorily documented.
- g. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the CRTPO or Federal requirements.

#### 9.4 Excluded Costs.

The Awardee understands and agrees that except to the extent the CRTPO determines otherwise in writing, the CRTPO will exclude:

- a. Any Project cost incurred by the Awardee before the period of performance of the Agreement.
- b. Any cost that is not included in the latest CRTPO Board approved Budget.
- c. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangements that is required to be, but has not been, concurred in or approved in writing by the CRTPO.
- d. Any cost ineligible for FTA/FHWA/CRTPO participation as provided by applicable Federal or State laws, regulations, or directives.

# 9.5 Final Allowability Determination.

The Awardee understands and agrees that payment to the Awardee on any Project cost does not constitute the CRTPO, Federal, State (NCDOT) Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the Awardee of the terms of this Agreement. The Awardee acknowledges that the CRTPO, Federal, or State (NCDOT) Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the CRTPO, Federal or State (NCDOT) Government determines that the Awardee is not entitled to receive any portion of the CRTPO/Federal assistance the Awardee has requested or provided, the CRTPO will notify the Awardee in writing, stating its reasons. The Awardee agrees that Project closeout will not alter the Awardee's responsibility to return any funds due the CRTPO as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the CRTPO, Federal or State (NCDOT) Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the CRTPO, Federal or State (NCDOT) Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the CRTPO may have against the Awardee.

# 9.6 Excess Payments, Disallowed Costs, Including Interest.

- a. Awardee's Responsibility to Pay. Upon notification to the Awardee that specific amounts are owed to the CRTPO, Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Awardee agrees to remit to the CRTPO promptly the amounts owed, including applicable interest and any penalties and administrative charges within 90 days of notification.
- b. *De-obligation of Grant Funds*. The Awardee agrees that the CRTPO may de-obligate unexpended Grant Funds for the Project that are inactive for six months or more.
- c. *Project Closeout*. Project closeout occurs when the CRTPO issues the final project reimbursement or acknowledges that the Awardee has remitted the proper refund. The Awardee agrees that Project closeout by the CRTPO does not invalidate any continuing requirements imposed by this Agreement.

# 9.7 Accounting Records

- a. *Establishment and Maintenance of Accounting Records*. The Awardee shall establish and maintain separate accounts for the Project program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with the most current approved Project budget.
- b. *Documentation of Project Costs*. All costs charged to the Project, including any approved services performed by the Awardee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

# 9.8 Reporting, Record Retention, and Access

- a. *Progress Reports*. The Awardee shall advise the CRTPO regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the CRTPO may require. Such reporting and documentation may include, but not be limited to operating statistics, meetings, progress reports, and monthly performance reports. The Awardee shall collect and submit to the CRTPO such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the CRTPO. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the CRTPO.
- b. *Record Retention*. The Awardee and its third-party Awardees shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Awardee, or until all audit exceptions have been resolved, whichever is longer.
- c. *Project Closeout*. The Awardee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- d. *State Auditor Oversight*. The Awardee agrees to audit oversight by the North Carolina Office of the State Auditor and/or the CRTPO, to provide auditors with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Awardee.
- e. *Third Party Loans*. Within 30 days of receipt, the Awardee shall disclose to the CRTPO any loans received from a local government entity or other entity not party to this Agreement.
- f. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined In Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159 34 is unallowable and shall not be charged to State or Federal grants.

# 9.9 Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the CRTPO or with state, specifically NCDOT, or federal law.
- b. The Awardee agrees to comply with all applicable state and federal laws and regulations.

# 9.10 Conflicts of Interest Policy

The Awardee agrees to file with the CRTPO a copy of the Awardee's policy addressing conflicts of interest that may arise involving the Awardee's management employees and the members of its board of directors or other governing body. The Awardee's policy shall address situations in which any of these individuals may

directly or indirectly benefit, except as the Awardee's employees or members of its board or other governing body, from the Awardee's disbursing of State funds, and shall include actions to be taken by the Awardee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the CRTPO prior to the CRTPO disbursing Grant Funds to the Awardee.

The Awardee affirms that it has not paid and will not pay any bonus or commission to any party related to this Project.

# 9.11 Assignment

- a. Unless otherwise authorized in writing by the CRTPO, the Awardee shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the CRTPO.
- b. The Awardee agrees to incorporate the terms of this Agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance.

#### 9.12 Hold Harmless

Except as prohibited or otherwise limited by law, the Awardee agrees to indemnify, save, and hold harmless the CRTPO, the City, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Awardee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

# 9.13 Real Property, Equipment, and Supplies.

Federal or State Interest. The Awardee understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. With respect to any Project property financed with Federal or State assistance under this Agreement, the Awardee agrees to comply with all Federal, State and CRTPO provisions The Awardee agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a lease), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.

## 10 Termination

Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.

Should the Awardee terminate the Agreement without the concurrence of the CRTPO, the Awardee shall reimburse the CRTPO one hundred percent (100%) of all costs expended by the CRTPO and associated with the work.

# Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the CRTPO is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Awardee agrees that the CRTPO may require repayment from the Awardee of an amount of funds to be determined in the CRTPO's sole discretion but not to exceed the amount of funds the Awardee has already received under this Agreement.

# 11 Civil Rights and Equal Opportunity

Under this Agreement, the Awardee shall always comply with the requirements included as part of this Agreement in the Federal Terms and Conditions.

# 12 Choice of Law and Venue

This Agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Mecklenburg County, North Carolina.

# 13 Severability

If any provision of this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

# 14 Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this Agreement, additional terms and conditions incorporated by reference into this Agreement are checked below.

## 14 Federal Terms and Conditions

a. Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200 (2 CFR 200)
The Code of Federal Regulations (2 CFR 200) (<a href="https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1">https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1</a>) and subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the CRTPO. Nothing shall be construed under the terms of this Agreement by the CRTPO or the Awardee that shall cause any conflict with CRTPO, State, or Federal statutes, rules, or regulations.

# b. Federal State Management Plan.

The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the CRTPO. Nothing shall be construed under the terms of this Agreement by the CRTPO or the Awardee that shall cause any conflict with CRTPO, State, or Federal statutes, rules, or regulations.

c. No Federal Government Obligations to Third Parties.

The Awardee acknowledges and agrees that, notwithstanding any concurrence by the CRTPO or the NCDOT in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the CRTPO or the NCDOT are not a party to this Agreement and shall not be subject to any obligations or liabilities to the Awardee or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Awardee agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the CRTPO and NCDOT. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

d. Program Fraud and False or Fraudulent Statements or Related Acts.

The Awardee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Awardee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the CRTPO assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Awardee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Awardee to the extent the Federal Government deems appropriate.

The Awardee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the CRFTA under the authority of NCDOT, reserves the right to impose the penalties of 18 USC§ 1001 and 49 USC § 5323(1) on the Awardee, to the extent the Federal Government deems appropriate.

The Awardee agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

# e. Federal Changes.

The Awardee agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this Agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Awardee.

# f. Civil Rights and Equal Opportunity.

Under this Agreement, the Awardee shall comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Awardee agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Awardee agrees to comply with applicable Federal implementing regulations and other implementing requirements.

Race. Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC§ 2000e et seq., and Federal transit laws at 49 USC§ 5332, the Awardee agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC \$ 2000e note. The Awardee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Awardee agrees to comply with any implementing requirements FTA may issue.

Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC§ 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Awardee agrees to refrain from discrimination against present and prospective employees for reason of age.

Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC§ 794, the Americans with Disabilities Act of 1990, as amended, 42 USC§ 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC§ 4151 et seq., and federal transit law at 49 USC§ 5332, the Awardee agrees that it will not discriminate against individuals on the basis of disability. In addition, the Awardee agrees to comply with any implementing requirements FTA or FHWA may issue.

# g. Disadvantaged Business Enterprises.

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Grant Funds. The Awardee is also encouraged to give every opportunity to allow DBE participation in contracts. The Awardee, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Awardee shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Awardee to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the CRTPO deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Awardees, including material suppliers, Awardees at all levels (Awardee, Subconsultant or Awardee) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the NCDOT's Awardee Payment Information Form (Form DBE-IS). In the event the Awardee has no DBE participation, the Awardee shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: <a href="https://apps.dot.stale.nc.us/quickfind/forms/Default.aspx">https://apps.dot.stale.nc.us/quickfind/forms/Default.aspx</a>.

A responsible fiscal officer of the payee Awardee who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the NCDOT. This information shall be submitted as part of the requests for payments made to the Department.

# h. Incorporation of Federal Terms

Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all Federal mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Awardee shall not perform any act, fail to perform any act, or refuse to comply with any CRTPO or NCDOT's request, which would cause the CRTPO or NCDOT to be in violation of Federal terms and conditions shall prevail and be the instrument governing the receipt of Federal assistance.

# i. Energy Conservation

The Awardee agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

j. Debarment Suspension, Ineligibility and Voluntary Exclusion.

The Awardee shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. 0MB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Awardee shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award.
- b) Suspended from participation in any federally assisted Award.
- c) Proposed for debarment from participation in any federally assisted Award.
- d) Declared ineligible to participate in any federally assisted Award.
- e) Voluntarily excluded from participation in any federally assisted Award.
- f) Disqualified from participation in any federally assisted Award.

Signature Page Follows

THIS AGREEMENT, entered into as of the day and year first written above for Union County, in an amount not to exceed \$160,000 for the Union County Critical Intersection Study.

**AWARDEE:** Union County

500 North Main Street, Suite 70

Monroe, NC 28112	
By:	
Signature	
Print Name	Approved as to Legal Form: BTI
	This instrument has been preaudited in the
Title	manner required by the Local Government Budget and Fiscal Control Act.
Date	Deputy Finance Officer
CITY OF CHARLOTTE: 600 East Fourth Street Charlotte NC 28202	
By:	
Signature	
Print Name	
	This instrument has been preaudited in the
Title	manner required by the Local Government Budget and Fiscal Control Act.
Date	
	Deputy Finance Officer





# Charlotte Regional Transportation Planning Organization Discretionary Projects Program

# Call for Project Submissions Fall 2024

# **PLANNING PROJECTS**

# Submittal Guide and Grant Application Package

PRE-SUBMITTAL DEADLINE: OCTOBER 18, 2024, at 5 PM

Application deadline: October 31, 2024, at 5 PM

Issued August 12, 2024

# **CRTPO Staff Contacts:**

Jennifer Stafford at <a href="mailto:Jennifer.Stafford@charlottenc.gov">Jennifer.Stafford@charlottenc.gov</a> or 704-336-3369

The Charlotte Regional Transportation Planning Organization (CRTPO) provides services without regard to race, color, gender, religion, national origin, age, or disability, according to the provisions contained in Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990 and Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 1994. Any person with questions concerning this policy or who believes they have been discriminated against should contact CRTPO at 704-336-4979.

# Call for Projects for Fall 2024 Submittal Guide and Grant Application Package

#### **CRTPO 2024 FALL CALL FOR PROJECTS**

August 12, 2024

Dear CRTPO Member,

The Charlotte Regional Transportation Planning Organization (CRTPO) is pleased to accept requests for discretionary funding for your projects. The attached Submittal Guide and Grant Application Package state the application requirements. Please review them carefully.

- Please submit a pre-submittal form (next page) informing CRTPO that you intend to submit a completed application. Please use one form per project submittal. The form will schedule your mandatory pre-submittal meeting. Please email the form to Jennifer.Stafford@charlottenc.gov.
- 2. <u>MANDATORY</u> requirement: You must have one formal meeting with CRTPO staff to review the project(s) before <u>OCTOBER 18, 2024, BY 5 PM</u>.

All applications are due to CRTPO no later than **October 31, 2024, at 5 PM.** You may submit your application electronically following the attached directions.

Application or submittal questions should be directed to Jennifer Stafford at <u>Jennifer.Stafford@charlottenc.gov</u> or 704-336-3369.

Thank you for your interest in discretionary grants from CRTPO.



# Call for Projects for Fall 2024 Submittal Guide and Grant Application Package

# **PRE-SUBMITTAL FORM**

Please complete this form to acknowledge that you will apply for discretionary funds through the Discretionary Grants Program – Call for Projects Fall 2024.

Please submit the completed form to Jennifer Stafford at <u>Jennifer.Stafford@charlottenc.gov</u> to schedule your pre-submittal meeting <u>before</u> **October 18, 2024, at 5 PM**. Pre-submittal meeting requirements follow this form.

Member jurisdiction or agency name:
Contact Name and Title:
Contact Email:
Project Name:
High-level Summary (a sentence or two):



# Call for Projects for Fall 2024 Submittal Guide and Grant Application Package

# PLANNING PROJECTS Pre-Submittal Meeting Requirements

Please prepare to discuss the following information. Be prepared to share your screen to discuss your documents.

Meetings will be held remotely. Please request a minimum of 1 hour for the first project and 30 minutes for each additional project. Please use one pre-submittal form per application.

Please prepare to discuss the following information. Be prepared to share your screen to discuss your documents.

- 1. <u>Project Scope</u>: Verbally tell us about your project. (Suggested time 5 minutes)
- 2. <u>Project Problem Statement</u>: Describe the problem and solution your proposed project offers the jurisdiction and the CRTPO planning area. (5 minutes)
- 3. <u>Incorporating Adopted Plans Recommendations:</u> Describe how and if your plan will incorporate recommendations from 2050 Metropolitan Transportation Plan and Beyond 77 Corridor Study. (10 minutes)
- 4. <u>Project Schedule</u>: Planning funds should be expended within two fiscal years. Projects awarded with planning funds will start July 1, 2025, with all reimbursable work completed by June 30, 2027. Please tell us how you will meet the timeframe. (10 minutes)
- 5. <u>Project Challenges</u>: Discuss challenges. For example, are you new to the federal process (this is ok, but it is helpful to know so that CRTPO can help support you)? (5 minutes)
- 6. <u>Technical Coordination:</u> Describe what role the CRTPO will have in the development of this plan. Also, explain how you will coordinate with neighboring jurisdictions, state, and federal agencies as part of your project. (10 minutes)
- 7. Project Budget: Please tell us how you are estimating your project. (10 minutes)
- 8. Additional Information: Any extra information that you would like CRTPO to know? (5 minutes)



# Call for Projects for Fall 2024 Submittal Guide and Grant Application Package

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# Call for Projects for Fall 2024 Submittal Guide and Grant Application Package

#### 1. Overview

The Charlotte Regional Transportation Planning Organization ("CRTPO") is the federally designated Metropolitan Planning Organization (MPO) for the Charlotte urbanized area.

The CRTPO is responsible for long-range transportation planning in the region and ensures Federal Highway Administration (FHWA) transportation funds are allocated and spent properly. CRTPO also works with the North Carolina Department of Transportation (NCDOT) to program federal and/or state discretionary funds to jurisdictions to implement a project, program, or study.

The CRTPO's planning efforts aim to create a more comprehensive and efficient transportation system to improve our residents' quality of life and economic outcomes. Plans address all modes of transportation, including vehicles, transit, bicycles, and pedestrians.

The CRTPO receives direct attributable funds, also known as discretionary funds or grants, to be allocated to member jurisdictions for specific projects on a competitive basis. Project selection is guided by the CRTPO Board-approved Discretionary Grants Program Policy Guide (https://crtpo.org/PDFs/Resources/ProjectOversightCommittee/DiscretionaryGrantsProgramPolicyGuide.pdf). The Guide prioritizes projects in the region that will utilize federal funds. Selected projects will be amended into the CRTPO's Metropolitan Transportation Program (MTP) and the Transportation Improvement Program (TIP).

#### 1.1 CRTPO Member Notice

The CRTPO is now accepting applications for federal discretionary funds (grant funds) on eligible projects. The annual fall call consists of the following opportunities for member jurisdictions within the CRTPO planning area:

- 1. new discretionary funded capital projects
- 2. supplementary funds on existing CRTPO-awarded projects
- 3. new planning projects

# 1.2 Funding Overview

The following information summarizes funding transportation projects in the CRTPO planning area. The Discretionary Grants Program Policy allocates the CRTPO's federal and state discretionary funds based on data-driven scoring criteria. The following CRTPO discretionary funds are:

- Federal Direct Attributable (STBG-DA)
- Transportation Alternatives Program (TAP)
- Congestion Mitigation Air Quality (CMAQ)
- Carbon Reduction Program (CRP-DA)
- State Bonus Allocation Funds (BA)

# Call for Projects for Fall 2024 Submittal Guide and Grant Application Package

CRTPO principles and targets are as follows:

- 1. Projects must be eligible to receive federal funds.
- 2. There is an annual schedule for proposing, scoring, and funding projects.
- 3. Project scoring is consistent with the requirements of the various funding sources.
- 4. The process addresses supplemental funding for existing project.
- 5. The process will be iterative, and the Policy may be amended.
- 6. The Policy is transparent and easily understood by stakeholders.

# Recommended discretionary funding targets:

- \$500,000 or less for planning projects.
- 20% of available funds per call for non-highway projects.
- 80% of available funds per call for highway projects.

# 2 Call for Projects Information and Instructions

# 2.1 Call for Projects Overview

CRTPO will begin offering one annual call for new projects and shortfalls this year from August 12 to October 31, in which all available discretionary funds will be considered for programming.

CRTPO staff will evaluate the project's eligibility and suitability for the most appropriate funding source.

All questions and completed grant application documents shall be submitted to:

Jennifer Stafford, RLA, CPCM
Charlotte Regional Transportation Planning Organization
Jennifer.Stafford@charlottenc.gov (call for questions 704-336-3369)

# 2.2 Fall 2024 Call for Projects Schedule

Action	Deadline
Application Issuance and Announcement	August 12, 2024
Mandatory CRTPO and Applicant Meeting DEADLINE	OCTOBER 18, 2024, at 5 PM
Application Deadline	October 31, 2024, at 5 PM
CRTPO Technical Coordinating Committee (TCC) will make its recommendation to the Board (tentative date)	January 2025
CRTPO Board to Award (tentative date)	February 2025
CRTPO Award Notification to Applicants	February/March 2025

# 2.3 Application Packages

CRTPO has six applications available based on project type. All applications have the same schedule as described above. Please use one application per project.

# Call for Projects for Fall 2024 Submittal Guide and Grant Application Package

- Bicycle and Pedestrian Projects
- Highway & Intersection Projects
- Transit / Public Transportation
- Air Quality Improvement Projects projects specifically targeting emissions reduction (CMAQ and CRP funds)
- Planning Projects i.e., feasibility studies, not planning for capital projects
- Supplemental funding for existing CRTPO-funded projects

Please note that submission of an application does not guarantee an award of funds.

# 3 Application Evaluation

After the CRTPO staff evaluates the applications, projects meeting federal eligibility requirements will be presented to the CRTPO POC. The POC will develop a recommended list of projects for the TCC. The TCC will review the projects recommended for funding and make a recommendation to the CRTPO Board. The Board may then vote to approve discretionary funds for the project and approve the amendment to the CRTPO's TIP or the UPWP to add the necessary funding. The list of approved projects will be published and submitted to NCDOT and FHWA for funding.

# 4 Local Government Agency / Awardee

An Awardee can be a Municipality, County, or State Agency that proposes to construct a transportation project or carry out a transportation program. The awardee must be a full-time employee of a CRTPO member jurisdiction. The CRTPO's role is to recommend projects to award state and federal funds.

# 4.1 Capital Projects

The awardee is responsible for carrying out the design and construction of the transportation project. NCDOT's role is to advise, approve and oversee an awardee's proper expenditure of funds on an eligible project or program. FHWA holds NCDOT accountable to ensure that Federal funds are expended appropriately. The State Auditor's Office holds NCDOT accountable for the responsible expenditure of state funds.

The NCDOT has provided grant awardees with a handbook on implementing capital projects. The handbook is designed to be a resource for administering projects with federal funds. NCDOT will also create a municipal agreement (MA) for each project.

The handbook follows the same organization as the MA but provides procedural detail. The handbook may be found at (2009 is the latest copy):

https://connect.ncdot.gov/municipalities/Funding/Pages/LPM%20Handbook.aspx

There are ongoing reporting responsibilities. The awardee will be required to comply with various state and federal requirements and certifications. For additional information, please refer to: <a href="https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx">https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx</a>.

# Call for Projects for Fall 2024 Submittal Guide and Grant Application Package

# 4.2 Planning Projects

Planning (PL) funds are allocated to MPOs in North Carolina each year based on population.

The CRTPO chooses to sub-allocate a portion of its annual PL fund allocation in the UPWP to member jurisdictions to allow opportunities for transportation planning activities. However, the CRTPO's primary duty is to ensure sufficient funds are available to carry out mandated tasks. The CRTPO is not obligated to provide PL funds for local projects.

There are ongoing reporting responsibilities for using PL funds. The awardee must comply with various state and federal requirements and certifications.

The application begins on the next page.



# Charlotte Regional Transportation Planning Organization Discretionary Projects Program

Call for Project Submissions Fall 2024

# GRANT APPLICATION PACKAGE FOR PLANNING PROJECTS

All project sponsors are required to attend a remote meeting with CRTPO staff <u>before</u> October 18, 2024, at 5 PM. This is a mandatory pre-submittal meeting to review application requirements and estimate and answer questions. Your application will not be accepted without your attendance at this meeting.

All project sponsors <u>must</u> submit a complete application package, including all attachments, due by 5 PM on October 31, 2024. The project sponsor must be a full-time employee of a CRTPO member jurisdiction. Submission of an application does not guarantee an award of funds. Late applications will not be accepted.

To schedule meetings, ask questions, and send attachments, please contact Jennifer Stafford at Jennifer.Stafford@charlottenc.gov.

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#### PLANNING PROJECT INFORMATION

## **Locally Administered Projects**

By submitting a project for funding, the municipality (or municipalities) or local government entity (or entities) are committing funds to sponsor the project. The applicants (if awarded) shall be responsible for all FHWA and NCDOT reporting requirements associated with federal funding. An inter-local agreement between the City of Charlotte, the lead agency for CRTPO, and the designated recipients will outline a reimbursement schedule; local sponsors will be required to pay all costs upfront, invoice CRTPO, and seek subsequent reimbursement for the federal percentage dedicated to the project.

Please see the CRTPO's Guide for Planning Projects can be found at <a href="https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Guide">https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Guide</a> for Planning Projects.pdf.

Eligible planning projects include, but are not limited to:

- Corridor Studies
- Access and Mobility Analyses
- Traffic, Alignment Alternatives, and Feasibility Studies
- Bicycle and Pedestrian Planning Initiatives

#### Some planning project requirements include:

- Public outreach efforts must meet Title VI requirements (https://www.crtpo.org/title-vi)
- If using consultant services, procurement of consultants must be chosen in compliance with state and federal regulations
- CRTPO requires that documentation of the planning initiative be provided as project deliverables
- CRTPO staff participation is required on any technical team developed to guide the project
- Extensive engineering, right-of-way acquisition, and construction projects are not eligible for these funds
- CRTPO may require a kickoff presentation to a TSM or TCC at the start of the planning project to review the project goals, timeline, and public involvement strategy
- CRTPO requires a summary presentation to the TCC and CRTPO Board at the conclusion of your project
- CRTPO requires a digital copy of the completed document, additional final deliverables, and associated GIS shapefiles and databases

Planning funds should be expended within two fiscal years. Projects awarded with planning funds will start July 1, 2025, with all reimbursable work completed by June 30, 2027. <u>Any work performed before that date and before authorization by NCDOT to proceed is not reimbursable</u>.

The Project Sponsor must be prepared to fulfill all the following requirements for using PL funds:

- 1. If hiring a consultant, submit a Request for Letter of Interest/Request for Qualifications (RFLOI/RFQ) for approval by NCDOT's Transportation Planning Division.
- 2. Solicit consultants
- 3. Check consultant's NCDOT pre-qualifications
- 4. Form a Selection Committee to select the most qualified company
- 5. The Selection Committee must include an NCDOT member
- 6. The project sponsor must form and facilitate a selection committee
- 7. Request NCDOT concurrence with fees and the contract terms
- 8. Finalize the consultant's contract and issue a Notice to Proceed (after July 1, 2025)
- 9. Quarterly progress reports that briefly describe the progress made on the project must be submitted. Progress reports must include the following:
  - A rolling total of the project cost, reflecting quarterly reimbursement requests showing the drawdown of the total for each reimbursement request
  - The total amount expended for the current quarter's submission, and a breakdown of the amount being requested less the 20 percent local share applied to the total
  - A bulleted list of accomplishments during the quarter
  - Invoices submitted by consultants
  - Proof that the consultants' invoices submitted for reimbursement have been paid (copy
    of the cashed check; report from your financial system showing payment)

Planning projects are reimbursement projects through CRTPO, unlike capital projects where the sponsor organization is reimbursed through NCDOT. After you hire a consultant, your organization will receive the invoices. You will pay 100% of their invoice. Then your organization will request an 80% reimbursement from CRTPO/City of Charlotte. Reimbursement is typically quarterly.

Scheduled Quarterly Reporting and Invoicing:

| Quarter | Quarter Duration        | Quarterly Reporting and<br>Invoicing Form Due Date |
|---------|-------------------------|----------------------------------------------------|
| 1       | July 1 - September 30   | October 30, 2025                                   |
| 2       | October 1 - December 31 | December 30, 2025                                  |
| 3       | January 1 - March 31    | April 30, 2026                                     |
| 4       | April 1 - June 30       | (Early!) July 10, 2026                             |

Applicant / Lead Agency: Union County

Contact Name and Title: Bjorn Hansen, Senior Planner – Long Range Planning

Contact Email and Phone Number: <u>bjorn.hansen@unioncountync.gov</u>, 704-283-3690

CRTPO Member Jurisdiction: Union County, Monroe, Indian Trail, and Wesley Chapel

Secondary Applicant Name and Email (or N/A): N/A

Briefly describe the project management experience in managing federally funded projects:

Bjorn Hansen has managed four CRTPO planning grant since 2016, with the completed projects on time and budget. The fourth started in August 2024.

#### **PROJECT INFORMATION**

Project Name: 2025 Critical Intersection Design and Cost Estimation Project Provide a summary of the project, including the location, purpose, and need:

The scope of work in this project includes developing conceptual designs and cost estimates for five (5) intersections throughout the CRTPO-portion of Union County. These intersections were identified in 2023 and in previous analyses through a partnership between the county, municipalities, and NCDOT. These intersections have a combination of existing safety and congestion issues that require physical modifications to the existing roadways. This project will involve a traffic engineering and safety analysis of each intersection to develop up to two designs per location. One design and cost estimate for each intersection will be selected by the impacted stakeholders as the approved design. We will also reference CTP 2.0 documentation requirements to develop information sheets for use in creating the new CTP within the CRTPO Study Area.

This application will include five intersections previously identified in the 2023 critical intersection analyses.

- New Town and Lester Davis (Wesley Chapel)
- Old Charlotte Highway and Hayes/Faircroft (Indian Trail)
- Unionville Indian Trail and Unionville Brief/CJ Thomas (Unionville)
- Bragg and Lancaster (Monroe)
- NC 84 and Willoughby

All five intersections are on NCDOT-maintained facilities, within the CRTPO study area, and have at least one road on the Federal Aid System.

# **PROJECT INFORMATION** (continued)

Project Name: 2025 Critical Intersection Design and Cost Estimation Project

Describe how the project meets one or more CRTPO goals/objectives as listed in the MTP, which can be referenced at <a href="https://crtpo.org/projects-plans-programs/metropolitan-transportation-plan/2050-mtp/">https://crtpo.org/projects-plans-programs/metropolitan-transportation-plan/2050-mtp/</a>:

- Goal 1.2: Endorse and pursue projects and strategies designed to manage or reduce congestion.
- Goal 1.3: Encourage design features that minimize crash potential, severity, and frequency and support efforts to eliminate transportation-related fatalities and serious injuries.
- Goal 1.6: Support project development and public awareness programs that promote pedestrian and bicycle safety.
- Goal 2.3: Pursue roadways that utilize design standards consistent with NCDOT's and/or local complete streets policies.
- Goal 3.1: Plan transportation facilities and support context sensitive design standards to promote a transportation system that is compatible with community needs and the natural and built environment.
- Goal 3.2: Foster the development of transportation facilities that minimize neighborhood impacts, promote active living and healthy communities.
- Goal 4.2: Develop strategies to engage and educate residents who have not been reached by the traditional transportation planning process.
- Goal 6.1: Explore opportunities to minimize implementation and operation costs of transportation projects.

| PROJECT INFORMATION (continued)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Name: 2025 Critical Intersection Design and Cost Estimation Project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Provide details of anticipated deliverables and final products:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| The deliverable will be a planning-level design, CRTPO-compliant cost estimate, and calculations of congestion, crash, and emissions reductions for each of the six intersections. The decision on which of two designs to approve for each location will include significant public outreach and review by local and NCDOT representatives. There will be informational sheets for each approved design, as well as an overall study workbook documenting the process used to develop the approved design, similar to ones used in previous design studies. |
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| PROJECT INFORMATION (continued)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Name: 2025 Critical Intersection Design and Cost Estimation Project                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Have CRTPO planning funds been previously used to fund a planning study on this project? (yes or no) NO If yes, explain below.                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| The planning funds you are applying for should be spent from July 1, 2025, to June 30, 2027. Please describe your schedule to meet the deadline.                                                                                                                                                                                                                                                                                                                                                                                           |
| Union County has already started the RFQ and interlocal funding documentation, with the intention of advertising the RFQ immediately after the CRTPO Board awards funding in February. Union County will select a proposal in April and complete the contract negotiation process by June 2025 to allow the County to issue a notice to proceed on or shortly after July 1, 2025. The study will take approximately 10 months to complete, similar to the two most recent critical intersection design studies completed in 2020 and 2021. |

## **PROJECT INFORMATION** (continued)

Project Name: 2025 Critical Intersection Design and Cost Estimation Project

Will this plan incorporate and improve upon recommendations from other regional planning efforts (2050 MTP, Beyond 77, Connect Beyond, and other regional plans)? Explain below.

Intersection-scale projects are currently not found within the MTP, so none of these locations are part of an MTP project. Likewise, these intersections are outside of the Beyond 77 study area. Finally, these intersections do not have a transit component, so Connect Beyond is not applicable. These locations did come from three separate countywide critical intersection analyses, however.

Will elements of resiliency, land use, complete streets, and Vision Zero/Safe Systems Approach be incorporated into your plan? Explain below.

The process involves staff from affected jurisdictions, where existing and future land uses will be considered in developing feasible alternatives. The intent of these intersection-scale projects is to develop safe and efficient improvements to deliver benefits for the foreseeable future. These designs will reference adopted bicycle and pedestrian plans and known safety strategies to reduce crash rates for all users, with a focus on addressing metrics included in CRTPO's project prioritization processes.

| How will you coordinate with neighboring jurisdictions, state and federal agencies as part of your plan? Explain below.                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The affected municipalities will participate in the consultant selection process, as well as in stakeholder meetings throughout the study. Finally, the affected municipalities will be asked to select a preferred design for their intersections. NCDOT Division staff will likewise be invited to participate, similar to previous processes. We do not anticipate an active role for federal agencies at this time, as the project designs are not construction-grade products. |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| What role will the CRTPO play in the development of this plan? Explain below.                                                                                                                                                                                                                                                                                                                                                                                                       |
| CRTPO staff will be invited to participate in the consultant selection process, as well as in stakeholder meetings throughout the study. Union County is willing to present the results at a CRTPO meeting in the future, if requested.                                                                                                                                                                                                                                             |

#### PLANNING PROJECT FUNDING PROPOSAL

Project Name: 2025 Critical Intersection Design and Cost Estimation Project

Reference the example below to assist the project sponsor in completing the required charts within this section.

# Example:

| Planning Project                                                                                     | Total Project<br>Cost | Reimbursement from CRTPO (80%) to your town/city | Non-Federal match by the town/city (20%) |
|------------------------------------------------------------------------------------------------------|-----------------------|--------------------------------------------------|------------------------------------------|
| EXAMPLE: Happy City Critical Intersection Analysis Project Planning Funds 80% CRTPO/ 20% Local Match | \$60,000              | \$48,000<br>(not to exceed)                      | \$12,000                                 |

| Planning Project                                                                                  | Total Project<br>Cost | Reimbursement from CRTPO (80%) to your town/city | Non-Federal match by the town/city (20%) |
|---------------------------------------------------------------------------------------------------|-----------------------|--------------------------------------------------|------------------------------------------|
| 2025 Critical Intersection Design and Cost Estimation Project Planning Funds 80% CRTPO /20% Local | \$200,000             | \$160,000<br>(not to exceed)                     | \$40,000                                 |

# SUPPORTING DOCUMENTATION

Please email all supporting documentation to <u>Jennifer.Stafford@charlottenc.gov</u>. Please apply a read and delivery receipt when you send the email.

List sent documentation (maps, letters of support, etc.):

- 1. 2023 Critical Intersection Analysis
- 2. Union County Funding Commitment Letter
- 3.
- 4.

| ACKNOWLEDGMENTS                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                           |
| Project Name: 2024 Critical Intersection Design and Cost Estimation Project                                                                               |
|                                                                                                                                                           |
| X Acknowledgment of availability of local match at the start of this project                                                                              |
| X Acknowledgment to follow federal and state requirements for procuring a consultant (if applicable) and spending ANY funds associated with this project. |
| X Acknowledgment that your staff can complete this project within July 1, 2025, to June 30, 2027.                                                         |
| X Acknowledgment that Planning funds must be requested from CRTPO to reimburse local jurisdictions for (non-match) project costs.                         |
| X Acknowledgment of the requirement to submit reporting forms to CRTPO.                                                                                   |
| X Acknowledgment that you have the authority to submit this application on behalf of your town/city.                                                      |
| Applicant Name: <i>Bjorn Hansen</i> Application Date: <i>October 23, 2024</i>                                                                             |

End of Application for Planning Funds