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CHAPEL HILL TRANSIT PUBLIC TRANSIT COMMITTEE

NOTICE OF COMMITTEE MEETING AND AGENDA

MAY 25, 2023 – 10:00 A.M. to 12:00 P.M. (VIRTUAL MEETING)

PAGE #

1. Approval of April 27, 2023 Meeting Summary	1
2. Employee Recognition	
3. Consent Items	
A. April Financial Report	3
4. Discussion Items	
A. Regional Transportation Alliance (RTA) Study Funding Participation	5
B. FY 2023-24 Budget Development	19
5. Information Items	
A. North South Bus Rapid Transit (NSBRT) Update	20
B. Project Updates	22
C. May Performance Report	25
6. Departmental Monthly Reports	
A. Operations	36
B. Community Outreach	39
C. Planning	41
D. Director	83
7. Next Meeting – June 22, 2023 (10:00 a.m. – 12:00 p.m. - Virtual)	
8. Adjourn	

MEETING SUMMARY OF A VIRTUAL MEETING OF THE PUBLIC TRANSIT COMMITTEE

April 27, 2023 at 10:00 AM

Present: Michael Parker, Chapel Hill Town Council
Anne-Marie Vanaman, Town of Carrboro Management Specialist
Chassem Anderson, UNC Associate Director of
Transportation Planning
Randee Haven-O'Donnell, Carrboro Town Council
Damon Seils, Carrboro Town Council
Cheryl Stout, UNC Transportation and Parking
Karen Stegman, Chapel Hill Town Council
Loryn Clark, Town of Chapel Hill Deputy Town
Manager

Absent: Gordon Merklein, UNC Vice Chancellor for Real Estate and Campus Enterprises,
Tai Huynh, Chapel Hill Town Council

Staff present: Brian Litchfield, Transit Director, Caroline Dwyer, Transit Planning Manager,
Nick Pittman, Deputy Assistant Director, Matt Cecil, Transit Development Manager II, Tim
Schwarzauer, Grants Compliance Manager

Guests: Tina Moon, Josh Mayo, Fred Lampe, Amanda Craparotta, Energy Analyst for
Optony, Byron Pakter, CEO of Optony, Jonathan Whelan, Director of Operations for
Optony

1. **Meeting Summary of March 23, 2023.** The meeting summary was unanimously approved.
2. **Employee Recognition.** Team members that participated in the State Bus and LTV Roadeo were recognized. Our team won 1st place Bus, 2nd place LTV, and 2nd place Bus. Cheonna Boyd was promoted to Lead Supervisor this month.
3. **Consent Items**
 - A. March Financial Report – Provided for Partners information.
4. **Discussion Items**
 - A. FY 2023-24 Budget Development – Provided for Partners information. The Estimated Partners Cost Share numbers are incorrect and will be corrected before posting.
 - B. Solar Study Presentation – Provided for Partners information. Optony showed a presentation of their findings during the solar study. A committee member asked

what the recommended path forward would be? Optony responded that grant funding is the driving factor to which system would work out the best. The next step would be to prepare solicitation documents and see what the interest would be between a small and large system set up. A committee member asked if the Park and Ride lots were considered as part of this study? They were looked at but they don't carry a significant energy load compared to our lot. If we would like to explore this option in the future we can. Optony will be sending out a copy of their presentation to the Partners.

- C. Public Transit Committee Future Meeting Schedule – Provided for Partners information.

5. Information Items

- A. North South Bus Rapid Transit (NSBRT) Update – Provided for Partners information.
- B. March Performance Report – Provided for Partners information. Would the Partners be interested in getting a representative from RTA to come on the meeting and do a presentation for the Partners? The Partners would be interested in learning more from RTA.

6. Departmental Monthly Reports

- A. Operations – Provided for Partners information.
- B. Community Outreach – Provided for Partners information.
- C. Planning – Provided for Partners information.
- D. Director – Provided for Partners information.

7. Next Meeting – May 25, 2023 (10:00 a.m. – 12:00 p.m., virtual)

8. Adjourn

The Partners set a next meeting date for May 25, 2023

3A. May Financial Report

Prepared by: Rick Shreve, Business Services Manager

April 2023

- Expenses for the month of April were \$2,364,620. Along with the encumbrances, which are heavily weighted towards the beginning of the fiscal year, approximately 56.52% of our budget has been expended or reserved for designated purchase (e.g. purchase orders created for vehicle maintenance inventory supplies encumber those funds, and show them as unavailable for other uses).

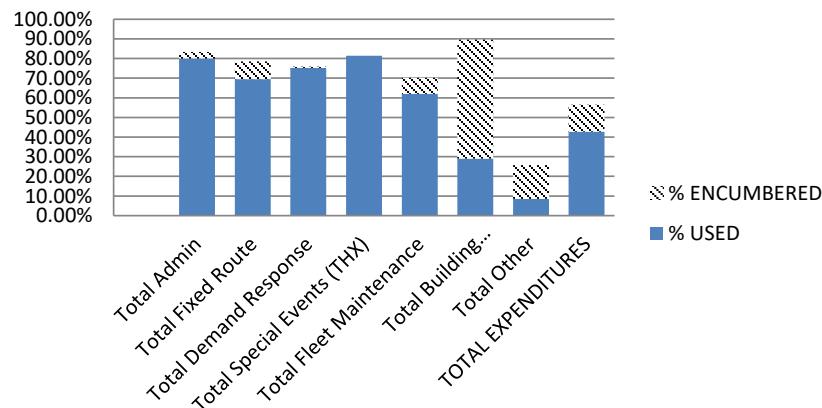
Highlights

- This aggregation of expenses and encumbrances for the first ten months of the fiscal year is consistent with years past and is perfectly in line with what we would expect at this point in the year.
- The attached data exhibits the financial information by division within CHT and should be a useful tool in monitoring our patterns as the year progresses, and is a high-level representation of the data used by our division heads.
 - It is worth noting that the “Special Events” line is mostly comprised of Tar Heel Express expenses, and the line labeled “Other” is comprised primarily of special grant-funded expense lines that are not permanent fixtures in the division budgets.

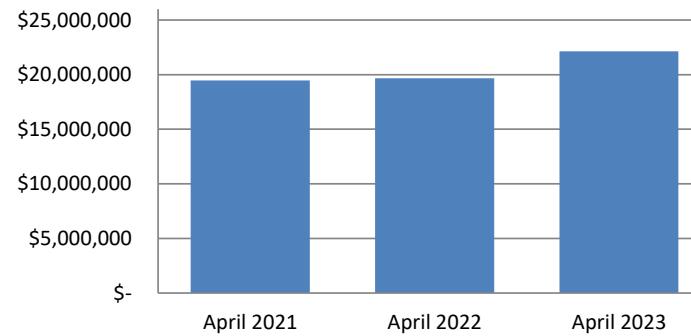
Transit 640 Fund Budget to Actual at end of April 2023

	ORIGINAL BUDGET	REVISED BUDGET	ACTUAL MONTH EXPENSES	ACTUAL YTD EXPENSES	CURRENT ENCUMBRANCES	BALANCE AVAILABLE	% USED OR ENCUMBERED
							April =
Total Admin	2,074,931	2,215,901	163,107	1,774,478	71,963	369,459	83.33%
Total Fixed Route	15,640,223	18,195,563	1,263,410	12,651,111	1,623,264	3,921,187	78.45%
Total Demand Response	2,515,061	2,486,561	181,269	1,869,540	17,002	600,019	75.87%
Total Special Events (THX)	311,275	301,275	(32)	245,295	-	55,980	81.42%
Total Fleet Maintenance	5,110,782	5,011,461	264,638	3,109,564	407,771	1,494,126	70.19%
Total Building Maintenance	891,330	2,243,466	88,304	652,608	1,357,437	233,421	89.60%
Total Other	4,910,761	21,307,554	403,924	1,833,992	3,641,226	15,832,336	25.70%
TOTAL EXPENDITURES	\$ 31,454,363	\$ 51,761,781	\$ 2,364,620	\$ 22,136,588	\$ 7,118,664	\$ 22,506,529	56.52%

CHT April 2023 YTD Expenses as % of Budget



CHT Total YTD Expenses - Previous Years Comparison



4A. Regional Transportation Alliance (RTA) Study Funding Participation

Action: Receive presentation and provide Transit and RTA Staff with feedback.

Staff Resource: Brian Litchfield, Director

Overview

Joe Milazzo, Executive Director of the Regional Transportation Alliance (RTA) will provide a presentation to the Partners Committee. RTA is providing a portion of the funding (\$100,000) for the study and is seeking funding partners to assist with the study, although funding is not required for study participation. Staff recommends joining as a funding partner at \$50,000 (FY24).

Background

The Regional Transportation Alliance (RTA) completed the regional Freeway And Street-based Transit (FAST) network study in 2021 (<https://www.letsgetmoving.org/priorities/rapid-implementation-vision-for-enhanced-regional-transit/fast-network-study/>). The study developed an illustrative, scalable approach to transform our roadways into multimodal corridors that can provide rapid, frequent, and reliable transit service across the region and identified 10 interconnected corridors for the Triangle Region.

The RTA and regional business community is interested in moving the work of the initial FAST study forward as a way to potentially link planned BRT corridors and other transit investments in the region. The RTA has proposed a regional study for deploying FAST transit infrastructure and activating Systematic Management of Adaptable Roadways through Technology (SMART) freeway corridors in our area to improve travel for all users in a cost-effective, impact-minimizing fashion. The primary focus of this study is Durham, Wake, eastern Orange, western Johnston, and eastern Chatham counties. However, for the purposes of this study, North Carolina counties that are within 40 miles of RDU Airport can be considered part of the study area. A more detailed draft scope of work is included as part of this item. A summary of the draft scope of work includes:

- Incorporation of Planned BRT (includes NSBRT) into FAST network.
- Develop at least one additional BRT corridor that will directly serve RDU Airport
- Recommendations for implementation of new or enhanced Bus On Shoulder System (BOSS) on outside/right shoulder and transit priority shoulders along the inside/left shoulder on freeways/freeway segments.
- Enhanced BOSS along I-40, I-540 and Wade Avenue so buses are not required to ride along rumble strips.
- Dynamic transit priority shoulders (use of left/inside lane adjacent to median).
- Recommendation on potential toll operation of dynamic shoulders where feasible.
- Transit priority connections between freeways/regional boulevards and BRT/intersecting roadways.
- SMART freeway development – including on-ramp signals, freeway connector ramp signals, variable speed limits and other potential options.

Rapid implementation study for deploying regional FAST transit infrastructure and activating SMART freeway corridors across the metropolitan Triangle region of North Carolina

Introduction

The regional business community, area public transit and transportation agencies, and NCDOT (collectively, “the partners”) recognize that an increasingly effective, equitable, and *exceptional* regional transit system will be transformational for the Research Triangle metropolitan area and our state. An enhanced transit system will expand accessibility, increase opportunity, and improve economic mobility and sustainability.

Given the expanding size, dispersion, and growth of the Research Triangle extended metropolitan area, which increasingly includes nearby portions of central, southern and eastern North Carolina, the urgency for enhanced transit infrastructure is clear. This study focuses on ways to quickly leverage, expand, and link major transit investments – in particular new BRT corridors and extensions – in a meaningful, actionable, and scalable manner.

The centerpiece of this effort is accelerating the implementation of Freeway, Arterial, Street, and Tactical (FAST) transit priority infrastructure on freeways and other major roadways across our region. In other words, to make our freeways and regional boulevards “transit ready”.

In addition, this study focuses on advancing the complementary activation of SMART (Systematic Management of Adaptable Roadways through Technology) freeway corridors in our area to improve travel for all users in a cost-effective, impact-minimizing fashion.

Context – BRT and rail transit development

The deployment of BRT in the Triangle, which stands for “Buses Resembling Trains” as well as “bus rapid transit”, begins in earnest this year. The initial proposed implementation of BRT in our region will be a street and arterial-based network, with potential corridors and extensions in Wake, Orange, Durham, and Johnston counties.

The City of Raleigh will commence construction of the Wake BRT New Bern Avenue corridor, which will be North Carolina’s first BRT project. In addition, the City of Raleigh has already received positive word in 2023 of significant federal “Small Starts” funding approval for the Wake BRT Southern corridor connecting Raleigh and Garner along South Wilmington Street.

Other regional BRT corridors are also advancing. The Wake BRT Western corridor (which will link Raleigh and Cary) and the Chapel Hill north-south BRT will progress to formal federal applications and ratings this year. Other proposed BRT corridors and extensions include one or more Wake BRT northern corridors, potential extensions of the Western and Southern corridors, and activating BRT as part of the proposed Durham Transit Plan.

Each BRT corridor will provide high frequency service: every 15 minutes or better for the majority of the day. The BRT corridors will also incorporate dedicated transit lanes or RED transit lanes (which prioritize transit but also allow right turns, emergency use, and driveway access) along the majority of the route.

Meanwhile, rail transit options in the Triangle includes scalable implementation possibilities for both the northern Wake (CSX/future NCDOT S-line) and Durham/Wake (NCRR H-line) freight/passenger rail corridors. Rail transit along the Durham/Wake corridor can link our two principal cities, two of our three Research I universities, and Research Triangle Park. Rail transit along the northern Wake corridor will link Raleigh with northern Wake County.

Rail transit will serve longer distances with fewer stops than BRT. While not finalized, targeted frequencies could be every 30-60 minutes, with initial implementation potentially being less frequent.

Of course, even if every proposed BRT and rail transit corridor were in place today, several significant destinations in the metropolitan Triangle would not be effectively served by or linked via these corridors, including Chapel Hill, RDU Airport, south Durham, much of midtown Raleigh and Research Triangle Park, Chatham County, Johnston County, etc.

In addition, there are opportunities to complement potential rail transit implementation with higher frequency, or at least more reliable, bus service along our existing and potential freeway and regional boulevard network.

The FAST transit opportunity

The partners recognize that the most time- and cost-effective method of quickly creating an interconnected, enhanced regional transit network that can broadly serve the metropolitan Triangle will be to leverage the existing and proposed freeway and regional boulevard network.

With recent NCDOT updates and clarifications to the statewide Complete Streets policy, and the companion revisions to the State Roadway Design Manual, much of the capital costs of transit prioritization projects are now fundable components of, and can thus be borne by, highway projects – if highway improvement plans include, and NCDOT subsequently incorporates, BRT and FAST infrastructure into the development of those plans.

These policy and planning changes create the real potential to transform “highways versus transit” conflicts into excellent, multimodal “highways funding transit prioritization infrastructure” partnerships.

Of course, not every needed transit project will be able to be included in a highway modernization or improvement. Still, the revised complete streets policy creates an opportunity to dramatically leverage highway funding for multimodal purposes, and reserve local transit funding for transit operational expenses and targeted or time-sensitive transit infrastructure improvements.

The partners are committed to the rapid, scaled implementation of FAST transit infrastructure that will incorporate, expand, and link our region’s proposed BRT corridors and extensions while complementing upcoming and potential investments in BRT and rail transit.

For the purposes of this study, FAST transit infrastructure refers to Freeway, Arterial, Street, and Tactical transit solutions.

The complementary SMART freeway opportunity

There is also partner consensus around the potential for deploying complementary SMART (Systematic Management of Adaptable Roadways through Technology) infrastructure on metropolitan freeways to rapidly bend the cost curve for a better experience for both transit users and other travelers.

SMART freeway activation will increase the effectiveness of FAST transit investments, while providing a better experience for all roadway users. SMART freeway activation will also reduce corridor footprints and impacts.

Scope of work requirements

The primary focus of this study is an actionable plan, including specific funding/project recommendations including STIP project identification or proposed adjustments, for the accelerated implementation of FAST transit priority infrastructure, complemented by SMART freeway corridor activation, along existing roadways and/or in ongoing, upcoming, or potential roadway projects.

True multimodal purpose - While this study has a primary objective of prioritizing and enhancing transit, it also focuses on ways to improve roadways for all users both an operational and targeted congestion relief standpoint, with transit as an important but not exclusive beneficiary of those efforts. *This true multimodal emphasis will broaden both the overall acceptance of this study and the effectiveness of the resulting deployment.*

Geographic area – The primary focus of this study is Durham, Wake, eastern Orange, western Johnston, and eastern Chatham counties. However, for the purposes of this study, North Carolina counties that are within 40 miles of RDU Airport can be considered part of the study area.

Requirements - Responsive firms will propose a scope of work that covers at least the items below:

- Improved transit rider experience for existing and expanded Bus On Shoulder System (BOSS)
- Dynamic transit priority shoulders adjacent to the median along area freeways
- Toll opportunities for dynamic transit priority shoulders and/or potential express lanes
- One or more direct BRT linkages to RDU International airport
- On-ramp signals and freeway connector ramp signals for area freeways
- Variable speed limits
- Through/regional lane options for freeways

Details of the above can be found on the following pages.

Options - Responsive firms may also choose to include some, all, or none of the following their scope of work:

- Selected tactical transit opportunities for freeways and arterials, e.g., short busway segments or linkages
- Concept of operations for example FAST transit corridors
- Concept of operations for example SMART freeway and SMART arterial deployment
- How to institutionalize the prioritization of transit through the planning and design process
- Methods to institutionalize the prioritization of transit within operations and maintenance activities

Deliverables - This study envisions two groups of deliverables, for complementary audiences and purposes:

- Deliverable group 1: Actionable materials for planners and other transit and transportation professionals
- Deliverable group 2: Accessible marketing materials for the public to gain understanding and support for a FAST transit network, particularly along SMART freeway and arterial corridors
- For both technical analysis and deliverables, the responsive firm will strike an effective balance between quick, believable, and realistic implementation and an attractive, viable vision
- The responsive firm will *not* devote resources providing information that is already “known”, other than to briefly summarize or package selected information to make it more accessible to broader audiences.

Scope of work details

The remaining pages of this document provide details on the primary scope of work requirements, including assumptions and definitions.

Incorporation of planned BRT - The Research Triangle metropolitan FAST network* will include each of the five planned premium BRT corridors and the two defined rapid bus extensions of BRT:

- Wake BRT New Bern corridor (Raleigh)
- Wake BRT Southern corridor (Raleigh-Garner)
- Wake BRT Western corridor (Raleigh-Cary)
- Chapel Hill BRT North-South corridor (Chapel Hill)
- Wake BRT northern corridor(s) (Raleigh)
- Wake BRT Southern rapid bus extension (Garner-Clayton)
- Wake BRT Western rapid bus extension (Cary-Morrisville-RTP)

** Note: Study teams are not required to suggest transit priority improvements for any of the planned BRT corridors, although they are welcome to identify potential cost effective enhancements that will simplify the use of or access to any of these corridors.*

BRT to RDU International Airport – The study team must **develop at least one additional BRT corridor*** that **will directly serve RDU Airport** and *either directly serve or link to* BRT serving the following areas:

- Research Triangle Park (e.g., Hub RTP)
- Downtown Cary
- Downtown Raleigh
- Downtown Durham
- Downtown Chapel Hill

** Note: The objective is to identify and define a reasonable pathway and associated transit priority infrastructure for **one or more** BRT corridor(s) that directly serve RDU and serve and/or link to BRT serving the above areas. The objective is **not** to determine frequency, intermediate stations, span of service, etc.*

Additional BRT corridors – The study team can choose to identify and define more than one additional BRT corridor beyond those currently planned, and recommend associated transit priority infrastructure.

Note: The minimum number of additional BRT corridors is one, serving RDU Airport, as listed above.

Enhanced BOSS along right shoulder, Dynamic shoulders* along left shoulder – The study team shall make recommendations for implementation of new or enhanced Bus On Shoulder System (BOSS) operation on the outside/right shoulder, and dynamic transit priority shoulders* along the inside/left shoulder, for some or all of the following freeways and freeway segments:

Metropolitan Triangle / western region

Freeways

- **I-40/85:** NC 87 (exit 147) to I-40/85 jct. (exit 163)
- **I-40:** I-40/85 jct. (exit 259) through I-540 jct.
- **I-85:** I-40/85 jct. (exit 163) to I-885 jct. (exit 178)
- **NC 147:** entire freeway
- **I-885:** entire freeway
- **NC 885:** entire freeway

Regional boulevards

- **US 70:** I-885 in Durham through I-540 jct.
- **US 15-501:** NC 54 in Chapel Hill to US 15-501 bypass in Durham
- **NC 54:** US 15-501 in Chapel Hill to I-40 in southwest Durham

Metropolitan Triangle / eastern region

Freeways

- **I-40:** through I-540 jct. to I-40/95 jct. (exit 328)
- **I-540:** entire freeway
- **NC 540:** entire existing and proposed freeway, including toll 540
- **I-440:** entire freeway
- **I-87:** I-87/440 jct. (exit 3) to Knightdale/Wendell Blvd (exit 13)
- **Wade Ave.** entire freeway (i.e., between I-40 and I-440)
- **US 1 south:** US 501 (exit 71) to I-40/440/US 64 jct. (i.e., I-440 exit 1)

Regional boulevards

- **US 1 north:** I-540 in Raleigh to NC 98 business in Wake Forest (*upcoming conversion to freeway*)
- **US 70:** through I-540 jct. to I-440 jct. in Raleigh

** A primary objective of this study is to determine the best way to implement dynamic transit priority shoulders (or express transit priority lanes in select, promising, cost-effective locations) near the median of our metropolitan freeway network, coupled with other transit priority measures to improve access to the intersecting “Y-line” roadways. The objective is **not** to determine which transit routes will use these roadways, nor is it to create station locations along these roadways.*

Enhanced BOSS on right shoulder – The region already has BOSS (bus on shoulder system) operations for the outside shoulder along portions of I-40, I-540, and Wade Avenue extension freeway.

- The study team will make recommendations as to an enhanced BOSS deployment for existing and new installations, so that buses are not required to ride along rumble strips.
- The same operational requirements apply for all segments: a 35 MPH maximum speed and a 15 MPH maximum speed differential with adjacent travel lanes. Emergency use retains priority.
- *Note that BOSS only segments along the right shoulder are not dynamic shoulders.*

Dynamic transit priority shoulders -- Dynamic shoulders will enable buses, other transit vehicles, and their patrons to remain on schedule via use of the left (inside) shoulder adjacent to the median.

- **14' standard width.** A standard dynamic transit priority shoulder has a 14' inside shoulder width, which allows for travel up to 45 MPH max speed, as long as prevailing general purpose lane speeds are 45 MPH or less.
 - Digital signage with "SHOULDER | SPEED LIMIT 45" will illuminate to the left of, and/or overhead on a gantry or mast arm, when the dynamic shoulder is available.
 - Emergency use retains the highest priority.
- **Provision for intermittent narrow segments.** Along freeway segments where it is impractical to create a 14' wide inside shoulder, a 12' to 13' inside shoulder width can be used, with a 35 MPH max speed restriction, as long as prevailing general purpose lane speeds are 45 MPH or less.
 - Digital signage with "SHOULDER | SPEED LIMIT 35" will illuminate to the left of, and/or overhead on a gantry or mast arm, when the dynamic shoulder is available.
 - The goal is for all dynamic shoulders to be 14' wide, but to permit narrower, speed restricted segments to accelerate activation prior to implementation of a standard 14' dynamic shoulder width for a given segment, particularly to quickly extend or connect standard width segments.
 - Emergency use retains the highest priority.
- **Overhead signage and red pavement indicate transit priority usage.** Dynamic shoulders (of 12' or wider width) shall be painted red, similar to RED transit lanes along BRT corridors.
 - Overhead signage with a bus icon can illuminate when the dynamic shoulder is available.
- **BOSS can be activated for constrained width segments for the inside shoulder.** In segments where even a 12' wide inside shoulder is not possible, but 11-12' are available, buses may use the inside shoulder, under the usual conditions as BOSS (bus on shoulder system) operations for the outside shoulder; i.e., with a 35 MPH maximum speed and a 15 MPH maximum speed differential with adjacent travel lanes. Emergency use retains priority.
 - *Constrained width, BOSS only segments along the left shoulder are not dynamic shoulders.*

Toll operation possible along dynamic shoulders; net revenues for transit. The study team could provide an initial recommendation on potential dynamic shoulder segments where tolling has promise based on existing volumes and congestion levels.

- **There is no requirement that all or any dynamic shoulder segments be tolled.**
- **Variable tolling shall be employed.**
 - Variable tolling will allow for supplementary, secondary use by automobiles, motorcycles, and light trucks.
 - Tolls can vary dynamically or via a set schedule.
 - The minimum toll rate is zero during off peak periods.
- **Toll revenue restricted.**
 - Tolls can be used to construct, or to pay back the construction costs, of the dynamic shoulder.
 - Any excess toll revenue is available for, and can only be used for, helping to fund transit operations that use the dynamic shoulder.
- **Tolling does not impact operational requirements.**
 - Maximum speeds remain as listed above.
 - Transit retains priority, with emergency use retaining the highest priority.

Express transit priority lanes – The study team could provide an initial recommendation on potential segments where an express lane has promise based on existing volumes and congestion levels. However, this is not required.

- **Enhancing travel options for all users.**
 - An additional, restricted “express lane” can be added to select freeways will enable buses and other transit vehicles, as well as automobiles, motorcycles, and light trucks, to use express lanes at up to the designated speed limit.
- **Variable toll required.**
 - To ensure reliable flow, a variable toll shall be used for all express lanes.
 - The variation can be truly dynamic, changing every few minutes based on traffic conditions, or by a set schedule if normal conditions do not vary significantly.
 - The minimum toll rate is zero during off peak periods.
- **Concurrent lanes, separated via paint or flexible delineator post.**
 - The expectation is that express lanes are separated from general purpose lanes by flexible delineator posts and a quadruple white line within a 2' wide buffer area.
 - Where space is severely constrained, a double white line without a buffer area is permitted.
- **Transit use retains priority.**
 - Transit use always retains priority on express transit priority lanes – regardless of traffic conditions in either the express lanes or the adjacent general purpose lanes.
- **Revenue stays on corridor.**
 - Toll revenue can be used to construct, or to pay back the construction, of the express lane. Any excess toll revenue is available for, and can only be used for, helping to fund transit operations that use the express lane.

Transit priority connections between freeways/regional boulevards and BRT/intersecting roadways

– The study team shall make recommendations on BRT / FAST transit direct connection ramps and/or other transit priority treatments between BRT and intersecting freeways or regional boulevards at interchanges. The locations selected shall include:

Currently approved BRT corridors

- I-440 and Wake BRT New Bern corridor (via New Bern Avenue)
- I-40 and Wake BRT Southern corridor (via South Wilmington St)
- I-440 and Wake BRT Western corridor (via Western Boulevard)
- I-40 and Wake BRT Western corridor (via Cary Towne Boulevard)
- I-440 and Wake BRT Northern corridor(s) (can assume Atlantic Avenue, Six Forks, and/or Capital Blvd)
- I-540 and Wake BRT Western rapid bus extension (via NC 54)
- I-40 and Wake BRT Southern rapid bus extension (via US 70 / business US 70)
- NC 54/Fordham Blvd and Chapel Hill BRT North South corridor (via NC 86/South Columbia St)

Logical extensions of current BRT corridors

- I-42 (US 70 freeway) and Wake BRT Southern rapid bus extension (via business US 70)
- Toll 885 and Wake BRT Western rapid bus extension (via NC 54)
- I-40 and Chapel Hill BRT North South corridor extension (via NC 86/MLK Jr. Blvd. or Myrica St extension)
- I-540 at Knightdale Boulevard (link to future Wake BRT New Bern/Eastern extension)
- I-87 at Knightdale Blvd/Wendell Blvd (link to future Wake BRT New Bern/Eastern extension)
- I-540 at US 1 / Capital Boulevard or Triangle Town Blvd (link to future Wake BRT Northern extension)

Potential BRT corridors

- I-40 at US 15-501 (link to future Durham-Chapel Hill BRT)
- US 15-501 bypass at US 15-501 business (link to future Durham-Chapel Hill BRT)
- US 15-501 bypass at NC 751 / Cameron Blvd (link to future Durham-Chapel Hill BRT)
- I-85 at Roxboro St/Avondale St (link to future north Durham BRT)
- NC 147 at Blackwell St (link to future south Durham BRT)
- I-40 at NC 54 in southwest Durham (link to future Chapel Hill east-west BRT)
- I-40 at Aviation Parkway (link to RDU BRT, Wake BRT Western rapid bus extension, GoCary 3 extension)

FAST linkages between freeways

- NC 147 at I-885 junction (direct link between dynamic transit priority shoulders)
- I-40 at I-885 junction (direct link between dynamic transit priority shoulders)
- I-40 at US 1/64 junction (direct link between dynamic transit priority shoulders)
- I-40 at I-440/I-87 junction (direct link between dynamic transit priority shoulders)

Note: the project team may make recommendations as to the most cost-effective initial connections; some or most could be a transit priority treatment instead of a direct connector ramp. However, the team should include at least two direct connector ramps for the FAST linkages serving I-885 for scalable implementation.

Note: the project team can assume that direct connections and other transit priority treatments can be used by articulated buses and other vehicles with similar operating characteristics and intersection swept paths.

Note: the project team can assume that non-transit vehicles may be using some or all of the above connections or treatments via the payment of toll.

Complementary SMART freeway deployment

On-ramp signal focus – The primary focus of the SMART freeway element of the study is the identification and strategic deployment of on-ramp signals with transit bypasses on congested freeways.

- **Recurring congestion is criteria** - To simplify the task, the project team will assume that on-ramp signals would have value if there is current recurring congestion entering or along a freeway segment for more than 30 minutes during either an AM or PM peak period.
- **Transit retains priority** - All existing and proposed on-ramp signals shall have provision for transit bypasses.
- **Toll bypass permissible** – On-ramp signals can optionally be bypassed through the use of variable tolling; all toll revenue will be used for transit operations on the road corridor.
- **Simplified on-ramp signals** – The project team shall assume that maintenance and operational costs, along with proven performance, are the focus, rather than new or proprietary technology.

Freeway connector ramp signals – The project team will also focus on, and make recommendations for, signals for freeway-to-freeway connector ramps.

- **Recurring congestion is criteria** - To simplify the task, the project team will assume that freeway connector ramp signals at the junctions between freeways would have value if there is current recurring congestion either entering or along a freeway segment for more than 30 minutes during either an AM or PM peak period.
- **Transit retains priority** - All proposed freeway connector ramp signals shall have provision for transit bypasses.
- **Toll bypass permissible** – Freeway connector ramp signals can optionally be bypassed through the use of variable tolling; all toll revenue will be used for transit operations on the road corridors.

Variable speed limits – The project team will make provision for the addition of variable speed limits along all freeways listed above, including slightly higher off-peak speed limits in some areas.

- **Improve safety, mobility, and traveler experience** – The purpose of variable speed limit implementation is to provide additional mobility and travel speeds during lower volume conditions while better matching effective operating speeds during higher volume periods.
- **Maximum 5 MPH increase** – The project team shall make recommendations as to locations where a slightly higher off-peak maximum limit than currently allowed by ordinance could be considered
 - For simplicity, the project team shall limit potential increases to 5 MPH; e.g., raising the off-peak limit for portions of I-40 from 65 MPH to 70 MPH.
 - The project shall not consider increases for freeway segments currently posted at 70 MPH.
 - Variable speed limit signs shall be posted on the outside (right) shoulder.
- **Shoulder / express lane limits** – The project team shall assume that dynamic shoulders will have separate variable speed limit signs, with a maximum speed of 45 MPH.
 - Shoulder speed limit signs shall be posted either on the median and/or over the inside shoulder.

Through or regional lanes – The project team may make recommendations for bifurcating portions of existing freeways (or potentially widened freeways) with at least 3 general purpose lanes into local and through lanes in order to create more laminar flow for longer distance travelers.

- **No tolling of existing general purpose lanes** – While an adjacent dynamic shoulder may be tolled, an existing “through” general purpose lane shall remain toll-free..
- **Concurrent lanes, separated via paint or flexible delineator post.**
 - General purpose through or regional lanes are separated from general purpose local lanes by flexible delineator posts and a quadruple white line within a 2' wide buffer area.
 - Where space is severely constrained, a double white line without a buffer area is permitted

Other SMART freeway items – The project team may make other recommendations besides on-ramp signals, connector ramp signals, through or regional lanes, and variable speed limits.

Additional information and background

Recent efforts by various partners, that would be referenced, incorporated, and leveraged in this study

In 2020, RTA, NCDOT, and GoTriangle completed a vision study that made initial recommendations for improving North Carolina freeways and streets for public transit buses so people can better rely on public transportation to get to work, education, shopping and recreational activities. The result was a viable freeway and street-based enhanced transit vision, centered on the core Triangle counties.

NCDOT subsequently updated its Complete Streets policy and Roadway Design Manual to incorporate transit prioritization elements. In addition, several partners including the City of Durham utilized the FAST approach and several of the study concepts and findings to catalyze transit improvements that can be delivered quickly and cost-effectively, including bus stops across the city and targeted FAST improvements such as bus-only lanes.

CAMPO also completed two studies of Bus On Shoulder System (BOSS) implementation regionwide – which would build upon our more than 10 years of experience with BOSS along the I-40 and Wade Avenue freeways. CAMPO also led a recent study effort to examine the potential for RED transit lanes (that also permit right turns, emergency vehicles, and driveway access/egress) along area streets.

Integration with existing passenger rail and future rail transit

The FAST study includes a focus on connections to current passenger rail stations and/or potential future rail transit stations along both the northern Wake (CSX / future NCDOT S-line) and Durham/Wake (NC Railroad Company H-line) freight/passenger rail corridors.

Transit vehicle agnostic

The FAST transit study is agnostic as to the size or type of current or future transit vehicle along freeways and regional boulevards. Articulated buses, standard buses, mini-buses, vans, future automated shuttles and other microtransit options etc. can be expected to use dynamic shoulders connector ramps, etc. *This means that the FAST approach and micromobility / last mile / last five mile solutions are natural partners.*

Integration with and enhancement of emergency response

Many transit capital improvements, such as dynamic shoulders or priority lanes or shoulders, will also benefit emergency response times and reliability. This study effort could include coordination with local, county, and state first responder agencies for opportunities to further expand the benefits of the FAST network.

Selected definitions – transit priority infrastructure:

- **RED lanes** are transit priority lanes that also permit Right turns, Emergency vehicles, and Driveway access/egress along area streets.
- **BRT**, “bus rapid transit” or “buses resembling trains”, are premium transit corridors that provide frequent service, dedicated lanes, transit signal priority, and enhanced, well-spaced stations to speed buses and patrons on their way, while conveying corridor importance and permanence to help focus land use.
- **Interim BRT extensions via rapid bus** link with and extend premium BRT services to expand and accelerate transit accessibility across a broader geography.
- **Transit connector ramps** enable buses (and registered public vanpools) to simplify access to freeways and regional boulevards including transit priority shoulders, and to bypass on-ramp signals.
- **Station access ramps** serve both private and public vehicles by directly linking freeways and regional boulevards with park-and-ride lots serving transit stations.

Other selected definitions:

- **Through or Regional lanes** along freeways separate local and longer distance travel by enabling through traffic to bypass intervening interchanges.
 - Regional lanes are essentially a separate “road within a road” within the freeway right-of-way.
- **Turnpike freeways** charge for use to pay for accelerated construction.
 - Variable tolling – which provides off-peak discounts to spread out travel demand – ensures that turnpike freeways remain free of congestion for all users, including transit.
- **SMART freeway corridors** – freeway segments that include treatments such as on-ramp signals, freeway to freeway connector ramp signals, transit bypass shoulders of on-ramp and connector ramp signals, variable speed limits, etc. Management via adaptive or SMART freeway management.
 - SMART = Systematic management of adaptive roads and transit on freeways
 - Some elements of SMART freeways benefit transit users directly
 - Other elements benefit all users

Rapid implementation study for deploying regional FAST transit infrastructure and activating SMART freeway corridors across the metropolitan Triangle region

Introduction

The regional business community, area public transit and transportation agencies, and NCDOT (collectively, “the partners”) recognize that an increasingly effective, equitable, and exceptional regional transit system will be transformational for the Research Triangle metropolitan area and our state. An enhanced transit system will expand accessibility, increase opportunity, and improve economic mobility and sustainability.

Given the expanding size, dispersion, and growth of the Research Triangle extended metropolitan area, which increasingly includes nearby portions of central, southern and eastern North Carolina, the urgency for enhanced transit infrastructure is clear. This study focuses on ways to quickly leverage, expand, and link major transit investments – in particular new BRT corridors and extensions – in a meaningful, actionable, and scalable manner.

The partners recognize that the most time- and cost-effective method of quickly creating an interconnected, enhanced regional transit network that can broadly serve the metropolitan Triangle will be to leverage the existing and proposed freeway and regional boulevard network.

Summary of purpose and scope

The centerpiece of this effort is accelerating the implementation of Freeway, Arterial, Street, and Tactical (FAST) transit priority infrastructure on freeways and other major roadways across our region. In other words, to make our freeways and regional boulevards “transit ready”, by incorporating, expanding, and linking proposed BRT corridors and extension, while complementing upcoming and potential investments in BRT and rail transit.

The study also includes the development of one or more BRT corridors that will directly serve RDU Airport and directly serve or link to BRT serving the downtowns of our four largest communities: Raleigh, Durham, Cary, and Chapel Hill, along with Research Triangle Park (RTP).

In addition, this study focuses on advancing the complementary activation of SMART (Systematic Management of Adaptable Roadways through Technology) freeway corridors to improve travel for all users in a cost-effective, impact-minimizing fashion. These include an expansion of on-ramp signals with transit priority for freeway interchanges across our metropolitan area, as well as freeway connector ramp signals and variable speed limits.

The study will also help formulate a regional vision, goals, and brand for transit and mobility, and utilize modeling tools from the NCDOT Integrated Mobility Division (IMD), in congruence with NCDOT IMD objectives.

Public-private partnership focus

The regional business community is committed to deploying a minimum of \$100,000 for this effort through an investment by RTA. Several local and regional partners are considering matching grants or other investment levels.

NCDOT Integrated Mobility Division will provide management and administration for this effort, in addition to making an investment in the study.

Action orientation to improve transit – and not just transit

This study will deliver an actionable plan, including specific funding/project recommendations including STIP project identification or proposed adjustments, for the accelerated implementation of FAST transit priority infrastructure, complemented by SMART freeway corridor activation.

This study is for all users, not just transit. While this effort has a primary objective of prioritizing and enhancing transit, it also focuses on ways to improve roadways for all users, from an operational and targeted congestion relief standpoint, with transit as an important but not exclusive beneficiary of those efforts. This true multimodal emphasis will broaden both the overall acceptance of this study and the effectiveness of the resulting deployment.

4B. FY2023-24 Chapel Hill Transit Budget Development

Action: 1. Receive information and provide staff with feedback.

Staff Resource: Nick Pittman, Assistant Director
Brian Litchfield, Director

Chapel Hill Transit continues to work with the Town's Business Management Department (BMD) and Town Manager towards development of the FY2023-24 budget.

The Chapel Hill Town Manager released his recommended budget on May 10, 2023: <https://chapelhill.legistar.com/LegislationDetail.aspx?ID=6197784&GUID=43185B16-B4FE-4BC6-AB27-37BE04584189>. The draft budget assumed the use of \$530,000 in lapsed salary to balance the budget. We anticipate being able to replace that a portion of the relief funding we are scheduled to drawdown at the start of the new fiscal year. The estimated Partner breakdown is as follows:

Draft Budget: Town of Chapel Hill - \$6,478,034

Town of Carrboro - \$2,233,512

University - \$10,389,234 (does not include Safe Rides or Park and Ride)

The numbers are also built on preliminary service numbers and expenses and final numbers may differ slightly from current estimates.

Next Steps

- Chapel Hill Town Council Budget Public Forum on May 24, 2023
- The Chapel Hill Town Council is set to consider adopting the budget on June 14, 2022.
- Staff will provide an update to the Partners following the June 14, 2023, meeting.

Recommendation

- That the Partners Committee receive the information and provide staff with feedback.

Staff Resource: Caroline Dwyer, Transit Planning Manager
Matt Cecil, Transit Development Manager

1. UPDATES**A. Environmental Review (NEPA)**

- Letter from FTA: Categorical Exclusion (CE) (10/28/2022)
- Letter from State Historic Preservation Office (SHPO): agreement with CE finding (3/8/2023)

B. SSGA CIG Grant Request

- Updated Project Rating Request (submission deadline August 2023)
 - Finalizing capital cost adjustments (see Funding Update)
 - Completing ridership analysis
- FTA PMOC assigned
- Updating project details in DCHC 2050 MTP (expected completion June 2023)
- TIP Amendment #14 including NSBRT project updates (approved by DCHC MPO Board 4/12/2023)
- Requested NSBRT inclusion in the State Transportation Improvement Plan (STIP) (expected completion in September 2023)
- Executing Memorandum of Understanding for additional \$15 million from Orange County Transit Plan (OCTP) funds (Spring 2023)
- Providing FTA with formal documentation of all non-federal funding commitments (including adopted resolutions reflecting payments-in-lieu)

C. Design & Engineering

- Corridor ROW survey: Ongoing LIDAR and ground-level work; will continue through Fall 2023
 - Distribution of public information and communications alerting residents and businesses along the corridor to upcoming survey and flagging for right-of-way assessment
 - Finalize estimates of ROW needed
- Utility surveys
- Traffic modeling with concept of operations
- Preliminary station design
- Construction phasing diagrams

D. Funding Update

- Coordinating with local and regional partners on SPOT 7.0 state funding requests for NSBRT projects
- Updated construction cost estimates
 - Significant inflation and cost increases between last estimate in 2021 (\$155M) and updated estimate in 2023 (\$197M)
 - What's driving cost increases?
 - Time (adding 5 years to schedule) & Inflation (71% of increase)
 - Increased costs for roadway drainage (NCDOT raised bid prices)

- Battery Electric Bus fleet (vs. hybrid or diesel)
- Longview Stations (2)
- Required FTA contingency (30% of base year project cost)
- What does this mean?
 - Does not impede August 2023 request for updated Project Rating (requires 50% of non-federal revenue to be committed)
 - State SPOT funding may be adequate to cover cost increases, but availability/amounts will not be known until early 2024
 - Updated funding breakdown:
 - Updated total project cost (YOE 2029): **\$197M**
 - FTA Small Starts Grant maximum: **\$150M**
 - Required non-federal share: **\$47M**
 - Committed non-federal share: **\$29.1M**
 - Remaining non-federal share: **\$18.6**
 - Transit staff assessing options/scenarios/ tradeoffs

INFORMATION ITEM

5B. Project Updates

Staff Resource: Matt Cecil, Transit Development Manager
Katy Fontaine, Project Manager
Caroline Dwyer, Planning Manager

Bus Stop Improvement Updates

- The contract with White Oak Construction has been executed. Following the pre-construction meeting on May 24, 2023, we should be able to provide a schedule for the work.
- Staff is coordinating with GoTriangle on improvements for three (3) shared bus stops along East Franklin Street. The project is anticipated to start in March 2023 and run through June 2023.
- This summer we will be conducting an updated bus stop inventory. This will allow us to identify the amenities at existing stops and determine what additional stops will be prioritized for future improvements. Staff is preparing for data collection and field work to be conducted over Spring and Summer 2023, including developing an integrated inventory and maintenance database and online dashboard and hiring interns to support project.

GMV

- GMV has completed the install of the system on 66 buses and we expect the install to be completed ahead of schedule. Staff is working to test the system and have not identified any significant issues at this point. Training also continues for staff on the GMV and Optibus platforms.

Solar Real Time Signs

Staff have been working with Connexionz to update the existing real time signs with new larger signs that include better access for vision impaired users (pictured below). The new real time signs will replace all the existing signs and will be placed at 55 additional locations.



Connexionz representatives conducted solar surveys during the first week of May 2023, at the locations below. The purpose of the solar survey is to determine if placing a Real-Time sign in a specific location is feasible. The list of stops below includes several additional locations in the event that some are not feasible for solar usage. We are evaluating a number of locations that currently have Nextbus signs as they no longer function due to obsolete technology. Many of the current Nextbus sign locations will be replaced with large format signs being acquired through Connexionz. Once the large format signs are installed, the smaller units will be repurposed to other locations around Chapel Hill and Carrboro.

- Booker Creek Road at Apartments
- Brandon Road at Hamilton Road Southbound
- Dobbins Drive at Cosgrove Hills
- Dobbins Drive at Foxcroft Drive
- East Franklin Street at Elizabeth Street Westbound
- East Franklin Street at Estes Drive Westbound
- East Franklin Street at Varsity Theatre
- East Main Street at Arts Center Plaza
- East Main Street at Jade Palace
- Eastowne Road at Pinegate Circle
- Elliott Road at Burger King Westbound
- Elliott Road at Whole Foods Market
- Friday Center Park and Ride
- Friday Center South Park and Ride Lot
- Hillsborough Road at Pine Street Southbound
- Hillsborough Street at 455
- Jones Ferry Park and Ride
- Jones Ferry Road at Alabama Avenue
- Jones Ferry Road at Barnes Street
- Jones Ferry Road at Bim Street
- Jones Ferry Road at Thrift Store
- Legion Road at Turnberry lane Southbound
- Longview Street at North Columbia Street
- Martin Luther King Jr. Blvd. at Northfield Street
- Martin Luther King Jr. Blvd. at 725
- Martin Luther King Jr. Blvd. at Airport Drive
- Martin Luther King Jr. Blvd. at Ashley Forest Drive
- Martin Luther King Jr. Blvd. at Chapel Hill North Northbound
- Martin Luther King Jr. Blvd. at Homestead Road
- Martin Luther King Jr. Blvd. at Shadowood Apartments
- Martin Luther King Jr. Blvd. at Taylor Street
- Martin Luther King Jr. Blvd. at Westminster Drive
- Martin Luther King Jr. Blvd. at YMCA
- Merritt Mill Road at Locust Court
- Morris Grove Elementary

- NC 54 East at Canterbury Apartments
- Old Fayetteville Road at Autumn Woods
- Old Oxford Road at Booker Creek Road
- Raleigh Road at Burning Tree
- Raleigh Road at Glen Lennox Shopping Center
- Rogers Road at Purfoy Road Southbound
- RR Lot
- South Columbia Street at Health Sciences Library
- South Columbia Street at Purefoy Road Northbound
- South Columbia Street at Westwood Drive
- Southern Village Park and Ride Lot
- Umstead Drive at Umstead Park Eastbound
- Village Drive at Winding Creek Lane Eastbound
- West Franklin Street at Church Street
- West Franklin Street at Coffee Shop
- West Franklin Street at South Roberson Street
- West Main Street at James Street
- West Main Street at Thrift Store
- West Poplar Avenue at Apartments
- Westminster Drive at Banks Drive Westbound

Staff Resource: Caroline Dwyer, Transit Planning Manager

1. APRIL TRANSIT SNAPSHOT: HIGHLIGHTS

- Number of operators and trainees continues to rise
- Fewer full-service days due to holiday schedules reflected in monthly total mileage and monthly total trips
- Average passengers per hour increased overall and on nearly every route in April
- Increases in key ridership metrics may be the result of real-time tracking
- Real-time tracking may also be contributing to reduction in customer service concerns

2. 2023 Q1 PERFORMANCE SUMMARY

- Attached

quarterly transit summary



fixed route
operators
net gain



demand
response
operators
net gain



fixed routes
12 - full service
11 - reduced service



average
passengers
per hour



total
trips
scheduled



**battery
electric bus**
miles traveled



**highest
ridership
route**

ROUTE **U**

total
passengers



avg passengers
per hour



Passenger Service Miles

FIXED ROUTE

349,926

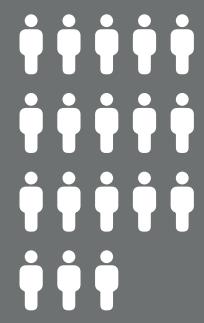
DEMAND RESPONSE

76,891

highest ridership stop

**s. columbia
st at
health
sciences
library**

1,799 pass.
feb 2023



= 100

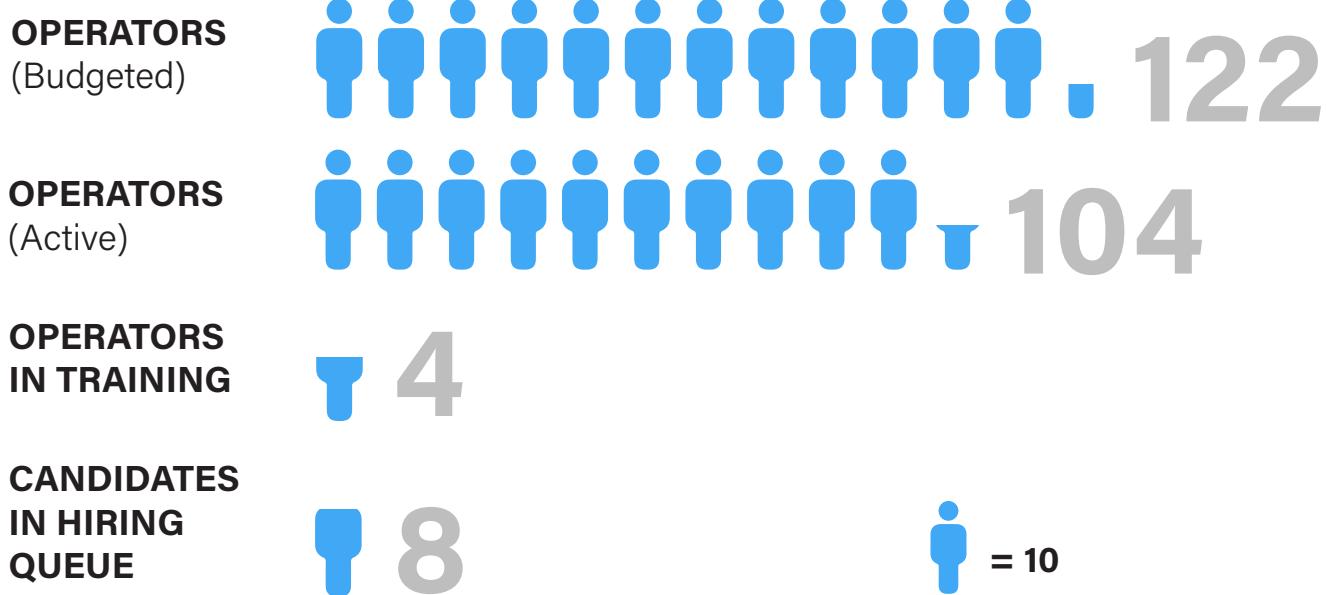
transit snapshot

APRIL 2023

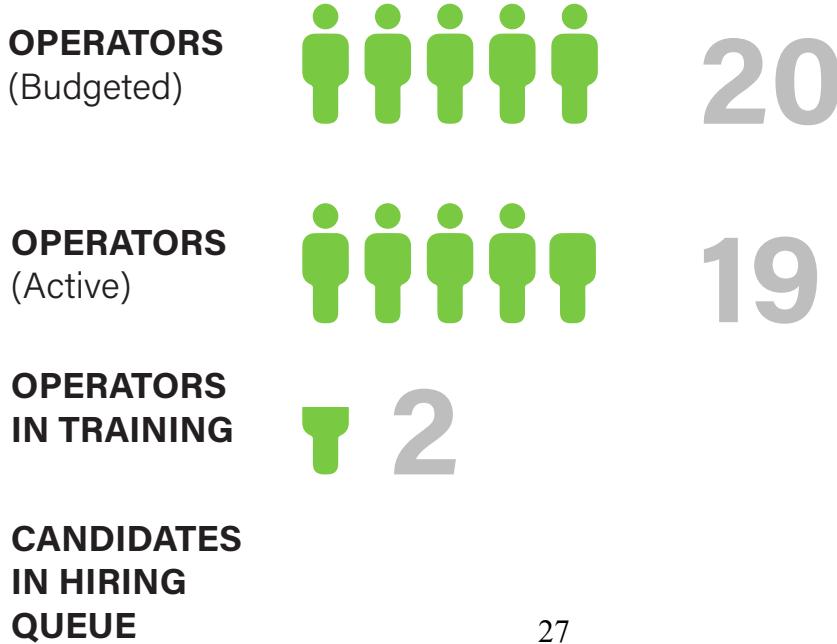


STAFF

FIXED ROUTE



DEMAND RESPONSE



Operations

APR SERVICE DAYS

30 TOTAL

18 weekday service days

12 weekend service days

APR ROUTES

23 TOTAL

12 full service

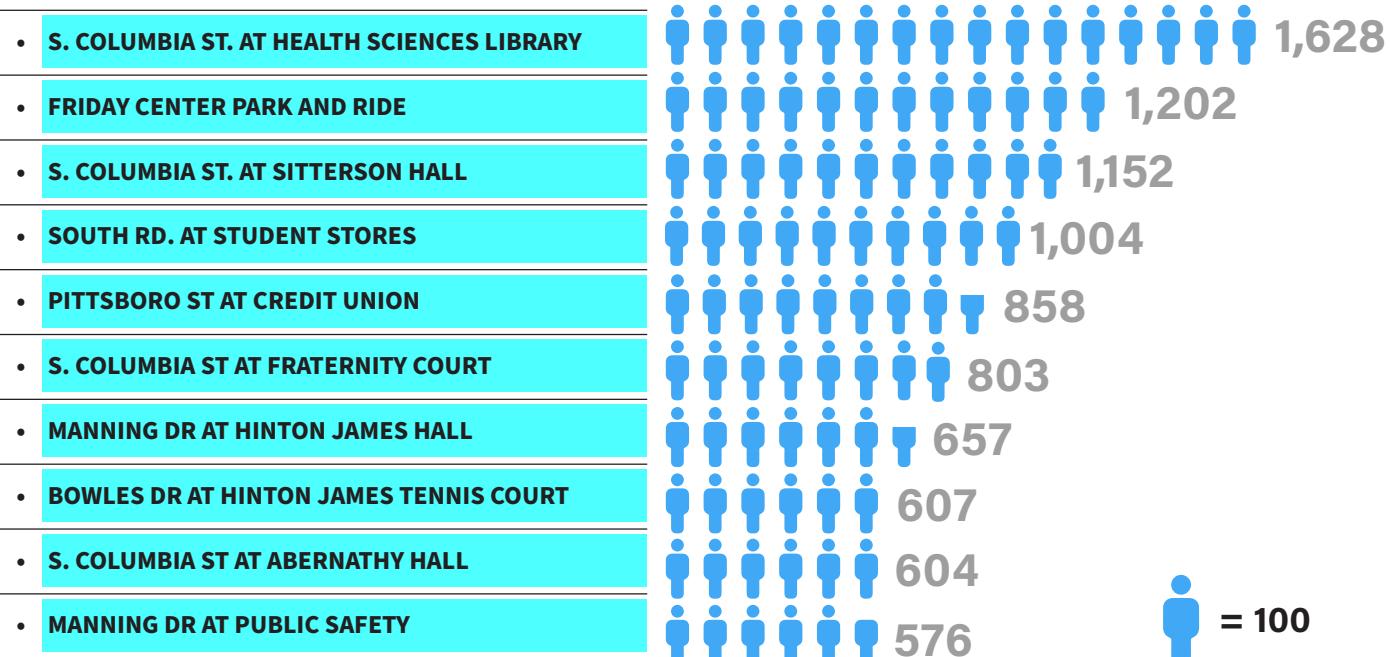
11 reduced service

B, CCX, CM, FCX, JFX, RU,
S, Safe G, Safe J, Safe T,
T, U

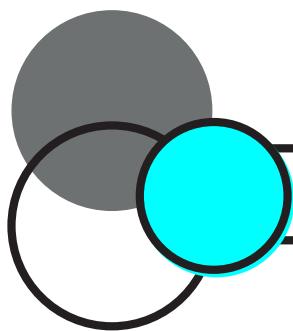
A, CL, CW, D, F, G,
HS, J, N, NS, NU

transit stops

AVG DAILY PASSENGERS | TOP 10 WEEKDAY STOPS



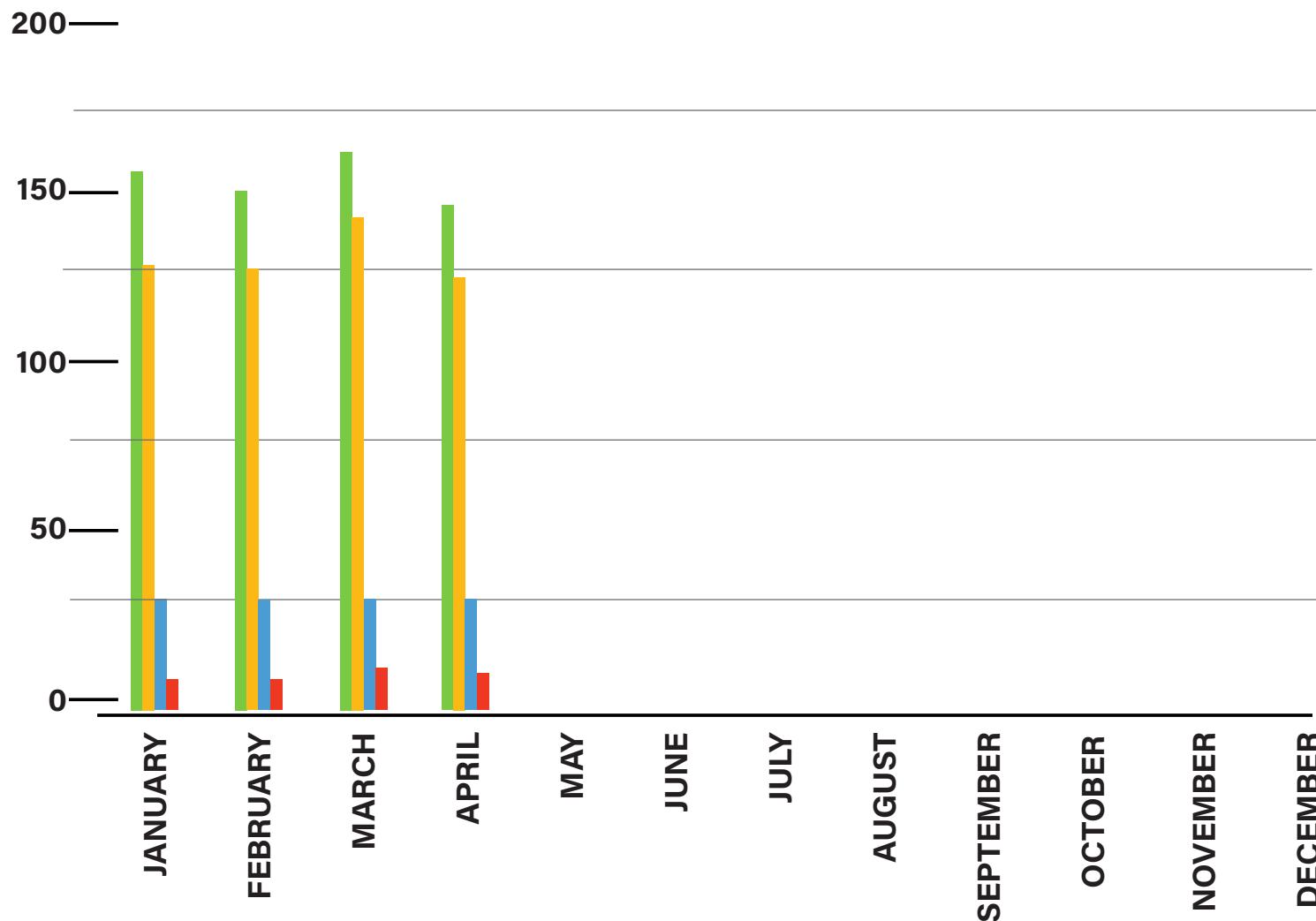
operations



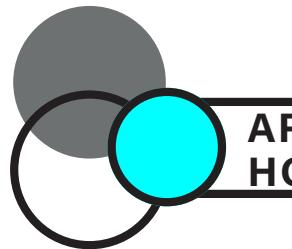
APR PASSENGER MILES

TOTAL PASSENGER MILES: 147,805
Fixed Route: 122,252
Demand Response: 25,553
Battery Electric Buses: 2,041*

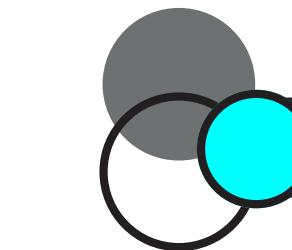
**Included in Fixed Route miles*



Operations



APR SCHEDULED SERVICE HOURS



APR SCHEDULED SERVICE TRIPS

TOTAL: 11,982

M-F: 10,779

SAT: 501

SUN: 702

TOTAL: 15,198

M-F: 13,338

SAT/SUN: 1,860

daily trips

(APRIL)

* A trip is the completion of one loop or one direction (ex. outbound) of a route)

Weekday Service

• A*	14
• B	22
• CCX	38
• CL*	32
• CM	30
• CW*	21
• D*	33
• F*	15
• FCX	90
• G*	11
• HS*	22

= 10

• J*	57
• JFX	42
• N*	14
• NS*	72
• NU*	42
• RU	60
• S	40
• SAFE G	4
• SAFE J	10
• SAFE T	10
• T	11
• U	51

Weekend Service

• A	11
• CM	18
• CW	10
• D	11
• J*	9
• N	11
• NS*	19
• NU	18
• SAFE G	4
• SAFE J	10
• SAFE T	10
• U	21

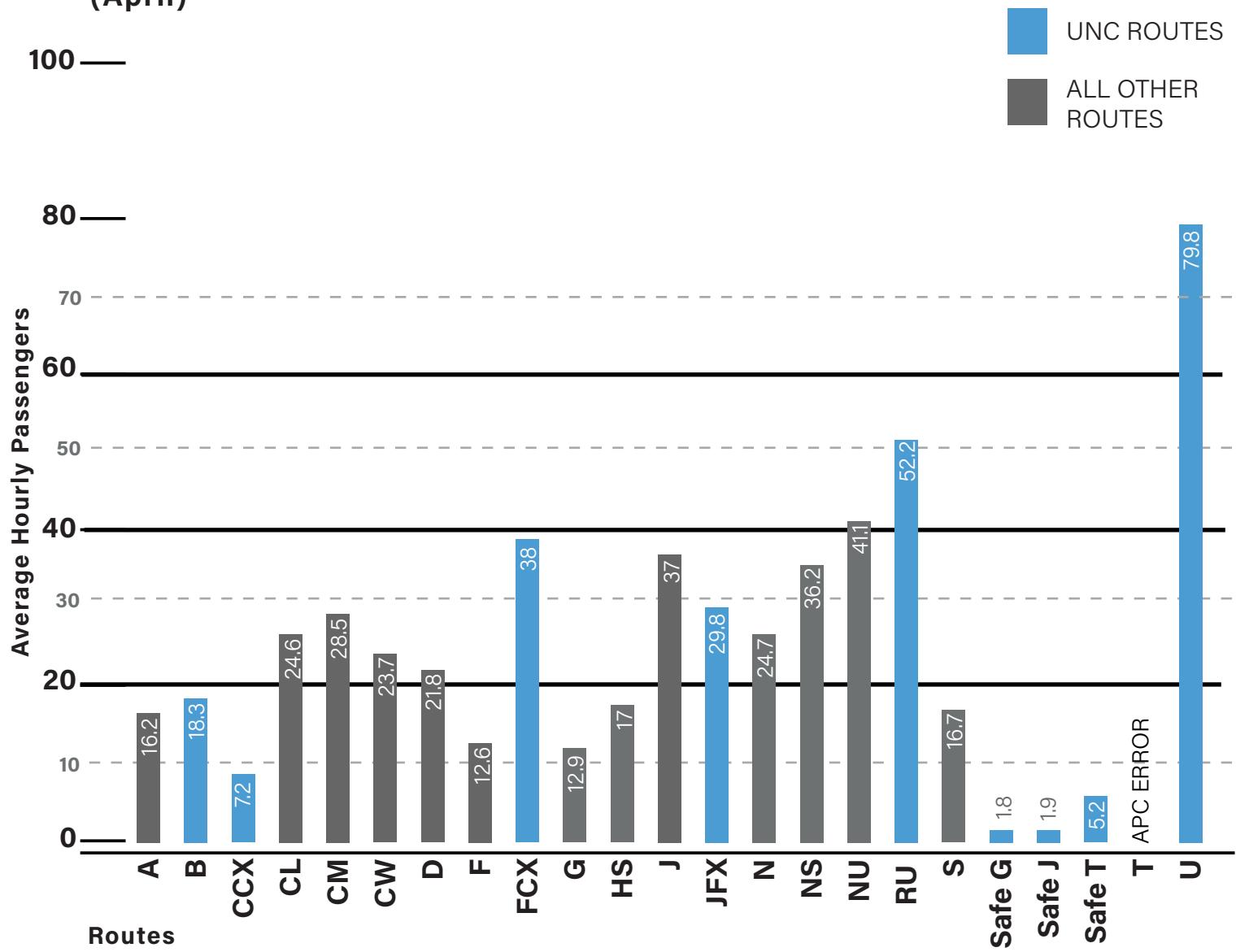
*Route operating with suspended trips

Ridership



TOTAL: 313,852
Avg Pass/Hour: 26

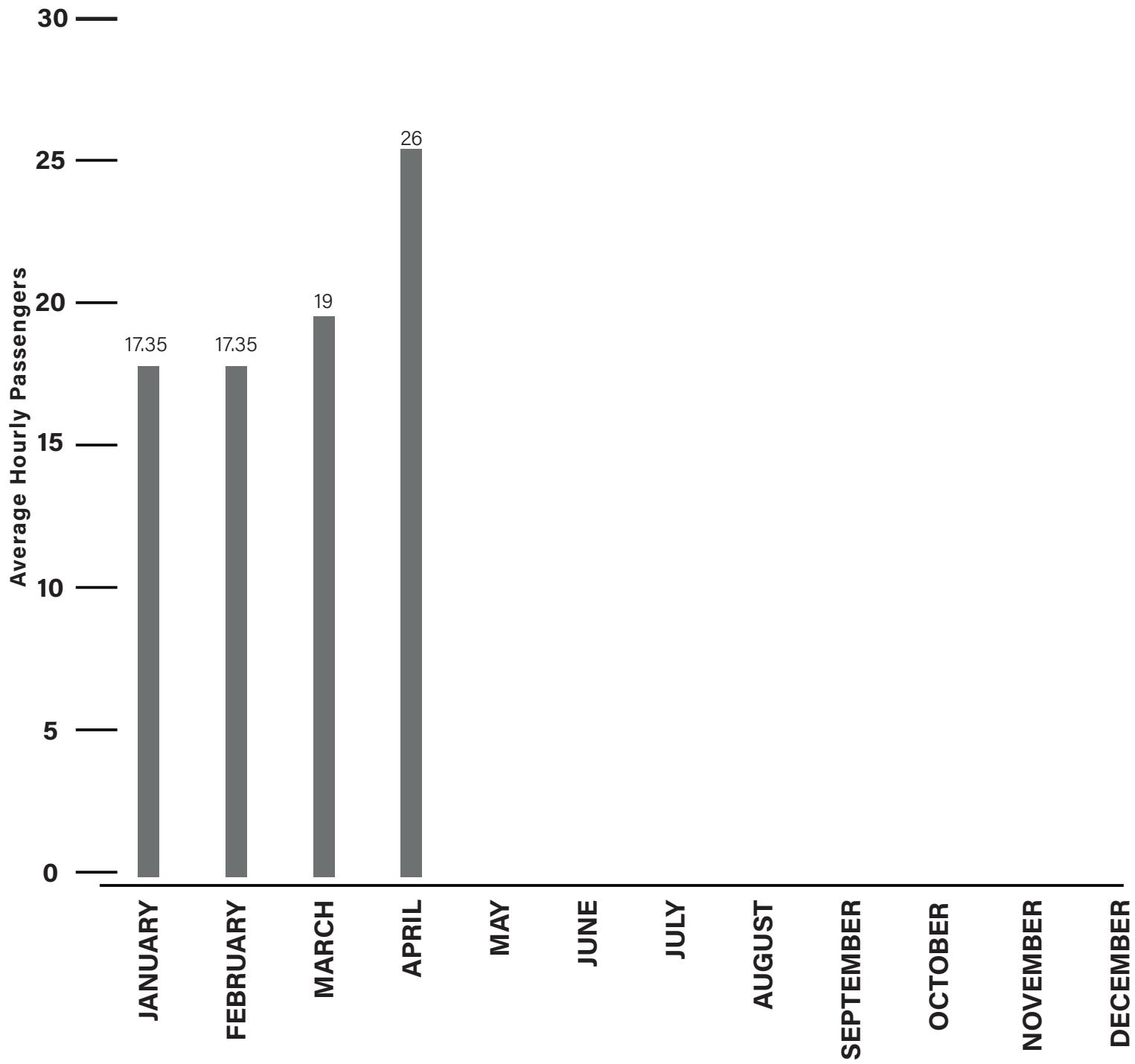
average passengers per hour (April)



Ridership

average passengers per hour

(Year to Date)

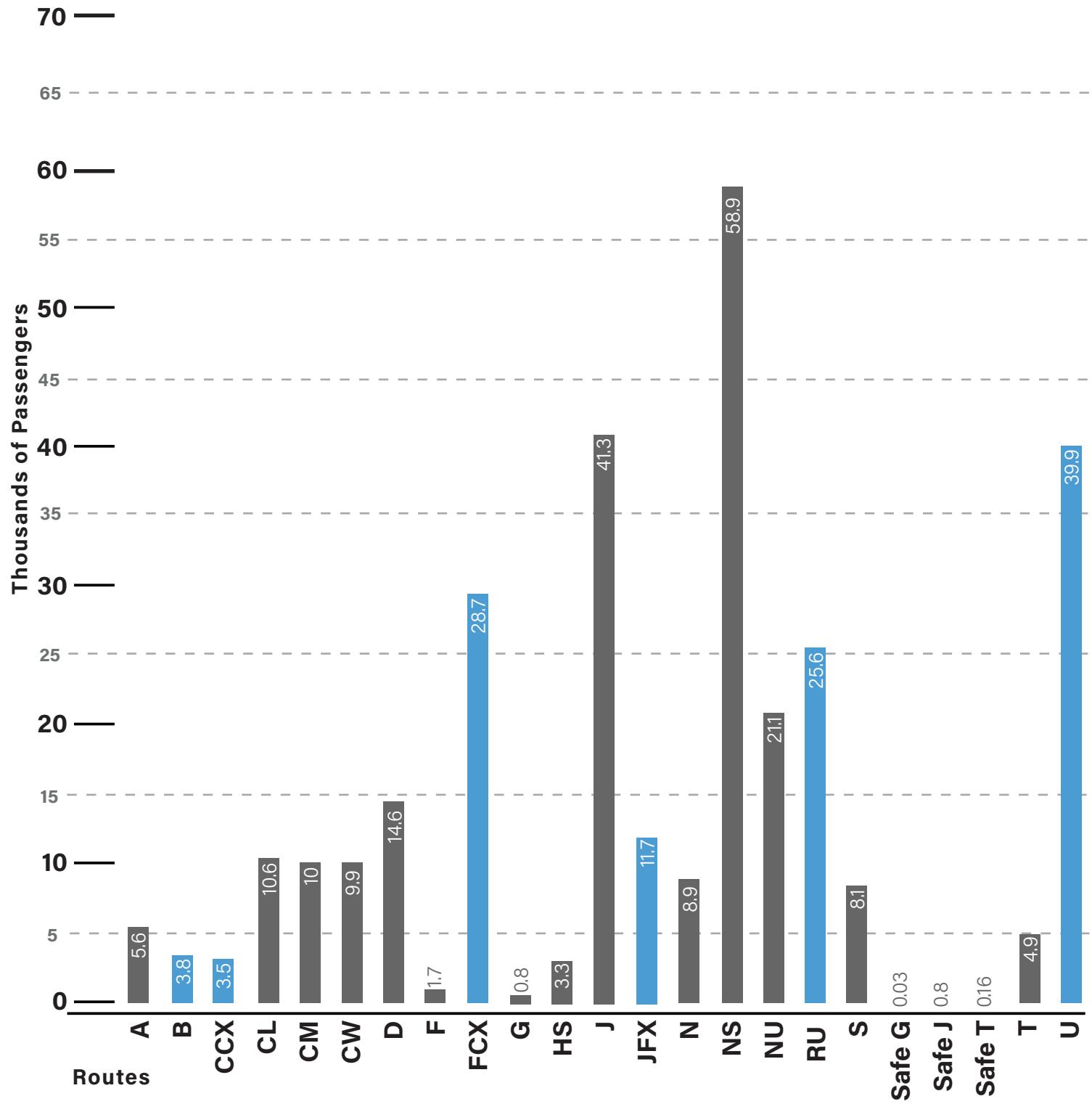


Ridership

total passengers by route

(April)

UNC ROUTES
ALL OTHER ROUTES

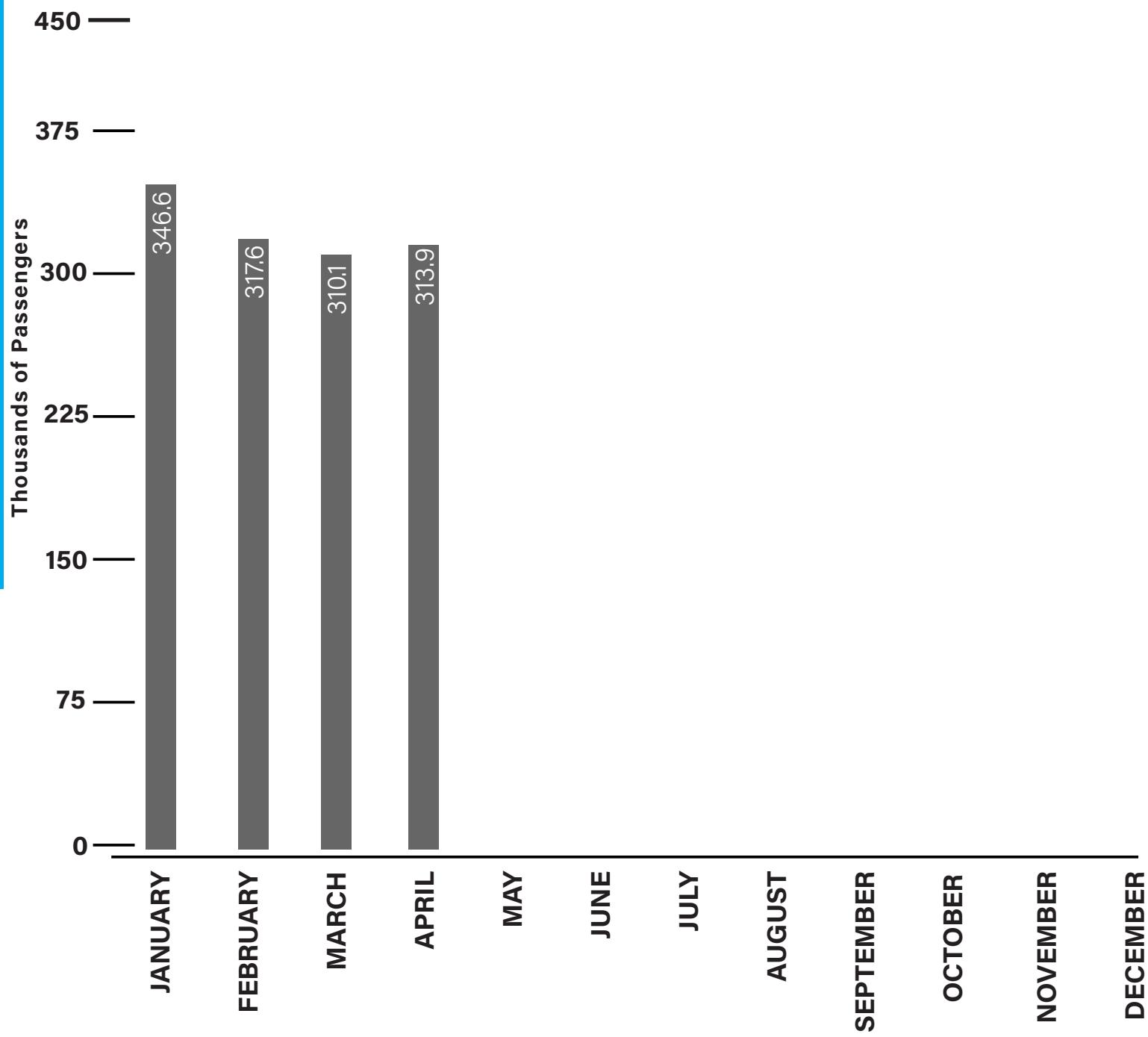


Ridership

total passengers

(Year to Date)

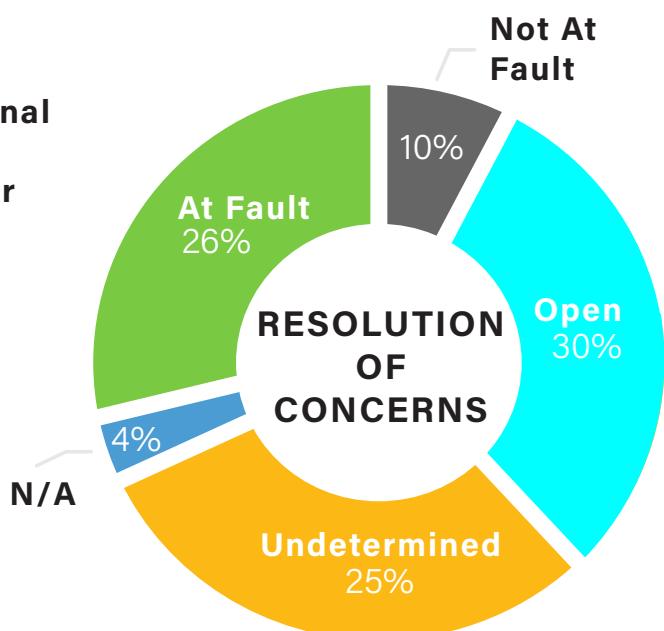
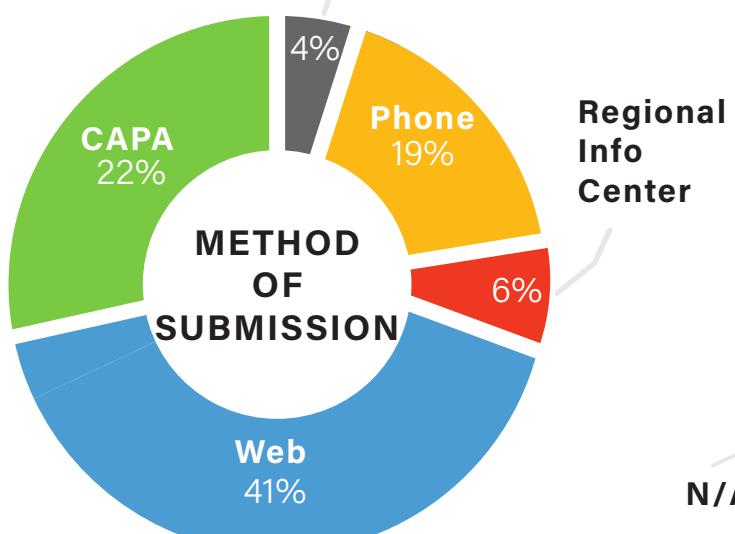
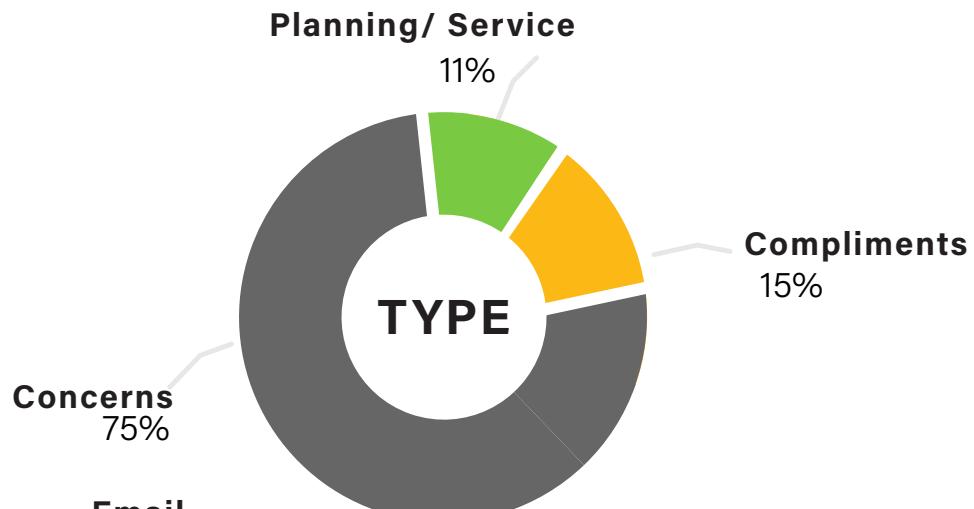
ALL OTHER ROUTES



Customer Service

APR COMMENTS RECEIVED

27



6A. Operations

Staff Resource: Peter Aube, Maintenance Manager

Joe McMiller, Deputy Operations Manager – Fixed Route

Melissa Patrick, Assistant Operations Manager – Demand Response

Tim Thorpe, Training Coordinator

Joe McMiller - Fixed Route Division

- May 6th – Operator Patricia White represented Transit at Bike on Bus (Chapel Hill Farmer's Market)
- May 14th – Spring Commencement Shuttles
- May 15th – Summer Runs start
- May 15th – HS route restored back to full service
- May 15th – New Training class (1Full Time,1Program Support)
- May 29th – Memorial Day (Closed)

Melissa Patrick – Demand Response

- New operators Ebonie Fuller and Henry Lowder have completed training and released into service.
- All 15 fulltime positions are filled, 6 program support for a total of 21 operators.
- OTP for April 88.60%.
- George Countinho will assist with providing transportation for the Valor Games May 23-25, 2023.
- Staff is working with the Summer Career Academy team to provide transportation for students in Chapel Hill and Carrboro.

Tim Thorpe – Training Coordinator

- 21 Fixed Route candidates in the Hiring cue
- 3 Demand Response candidates in the Hiring cue
- Currently 5 FR hires in training (already counted in Roster #'s)
- 2 FR trainees started May 15
- 1st Student driver started May 15th
- Next new hire training class – June 5th
- Operator Trainer Recognition Event held May 12th
- New Orange Trainer shirts issued to all trainers

- 2022 DR Trainer of the Year (Brandi Hunter)
- 2022 FR Trainer of the Year (Keica Hargraves)
- Safety Topic for May – Safety Trends
- Marketing & Recruiting outreach efforts are ongoing – 4 days/week
- Operator Trainer recruitment and yearly recertification – Ongoing
- Supervisor Smith Training Refresher – June 10th
- Operator Smith System retraining begins – June 17th
- Saturday Academy CLP Prep Classes begin – June 24th
- Training Team Smith System Recertification – July 24-25
- Mandatory TOCH Trainings – April/May/June (ongoing)
- Arrive Alive/Avoiding Distractions
- TOCH Employee Workplace Safety
- USDHS Active Shooter Preparedness
- Stormwater Training

Training Resources to Being Completed

- Electric Car Charging and Usage video - released May 15th
- CHT Pre-trip video will release – June 2023

Peter Aube - Maintenance

- Demand response ran 36,169 miles in April
- Non-revenue Gas and Diesel vehicles ran 6,922 miles in April
- Non-revenue Electric Cars ran 14,958 miles in April
- Fixed route buses ran 136,473 miles in April
- Battery Electric buses ran 2,041 miles in April
- Maintenance performed (84) Preventive Maintenance Inspections in April (100% on-time).
- Maintenance performed (4) Annual A/C Preventive Maintenance Inspections in April finishing Annual campaign.
- Maintenance performed (12) road calls in April, (11,373) miles between road calls for fixed route.
- Maintenance performed (1) road call in April, (36,169) miles since last road call for demand response.
- Maintenance continued interior major cleaning /Stripping waxing floors previously completed by Vendor.
- Maintenance continues charging Electric driver relief cars for service each day.

- Maintenance and BMD collaborated on sending informal RFB for phase two charger Install Project will give us six additional chargers to service the additional buses projected to arrive in September/October 2023.
- Maintenance continues to work with contractor to complete car charger installs, waiting on Piedmont Electric to complete work to supply Electricity to Transformer (Supply chain Issues still two-three weeks out).

6B. Community Outreach

Staff Resource: Emily Powell, Community Outreach Manager

Events

- April 16, 2023 - Touch a Truck at Friday Center, 2 Operator-Ambassadors met over 1,000 people, mostly children and demonstrated our articulated buses.
- April 16, 2023 - Carrboro Open Streets, 1 Operator-Ambassador spoke with approximately 50 people and demonstrated the bike rack
- April 21, 2023 - At Central Elementary School, Hillsborough, COM and 1 Operator-Ambassador taught over 300 students the importance of mass transit and electric vehicles for Earth Day.
- April 26, 2023 - Article in the Daily Tar Heel highlighting the Art+Transit shelter on South Road celebrating Women's History
- May 6, 2023 - Bike on the Bus Workshop at Chapel Hill Farmer's Market, partnership with GoChapelHill, 1 Operator-Ambassador spoke with 50 people.
- May 14, 2023- Commencement. We were able to appreciate everyone who worked on Sunday with flowers for themselves or a special mother in their life.

Upcoming Events

- May 18, 2023 - Bike on the Bus Workshop at Carrboro Farmer's Market, partnership with GoChapelHill
- May 23-25, 2023 - Valor Games

Communications and Initiatives

- A comprehensive hiring campaign is running on social media, radio, billboards, print newspapers, and digital placements. The campaign is aimed at recruiting customer service-oriented team members for driving, maintenance, and the service lane. The website was also updated to more easily locate our employment opportunities.
- Branding continues to strengthen. Consistent social media graphics are receiving positive feedback.
- As part of an emphasis on employee experience and special moments, new hires are welcomed to Transit with a brand package.

Chapel Hill
transit

>>>> **JOIN OUR TEAM**

Hiring operators, mechanics, and for service lane.

Thomas Baldwin
Central Elementary School
Hillsborough
Earth Day 2023

Staff Resource: Caroline Dwyer, Transit Planning Manager

1. STATUS SUMMARY: TOWN PLANNING EFFORTS RELEVANT TO TRANSIT

PROJECT	DEPARTMENT	STATUS UPDATE	NEXT STEPS
North-South Bus Rapid Transit (NSBRT) 60% Design	Transit	See Item 5A	
Shaping Our Future: A Land Use & Transportation Initiative	Transit, Planning	Adopted into comprehensive plan May 10, 2023	Update TOD codes/regulations through LUMO update
NSBRT Sponsorship Feasibility Study	Transit	Phase 1 update from consultant June 2, 2023	Based on Phase 1 findings
Land Use Management Ordinance (LUMO) Update	Planning	Review and recommendations in progress	Staff technical team meeting May 23, 2023
Engineering Design Manual update	Multiple	Signed by interim Town Manager, sent to Town Council for review	Public launch, staff training
Complete Community Strategy	Planning, Town Manager	Adopted into comprehensive plan May 10, 2023	E2E greenways plan and natural areas plan
Connected Roads Plan	Planning (Transportation)	Hearing opened May 10, 2023, to consider adopting into comprehensive plan	Final Town Council Action June 14, 2023
Downtown Multimodal Mobility Plan	Economic Development, Town Manager	Design & Discussion Charrette May 22-25, 2023	Report and recommendations

2. UPDATE: TRANSIT PROJECTS

2a. North-South Bus Rapid Transit (NSBRT)

See item 5A

2b. Shaping Our Future: A Land Use & Transportation Initiative

Legislative Hearing was closed, and Town Council adopted a resolution adding *Shaping Our Future: A Land Use & Transportation Initiative* to Chapel Hill's comprehensive plan, *Chapel Hill 2020*. Next, the plan will be implemented through the Town's ongoing Land Use Management Ordinance (LUMO) Update and other programs/initiatives.

2c. NSBRT Sponsorship Feasibility Study

CHT recently initiated a study evaluating revenue-generating marketing and sponsorship opportunities for the NSBRT and other CHT assets. A future phase of work actively soliciting potential sponsors will be considered based on Phase 1 findings. The NSBRT naming rights/sponsorship program could generate revenue for FTA's local match funding requirement and/or ongoing operating and maintenance costs.

Recent Milestones:

- Phase 1 commenced with project kickoff meeting (March 9, 2023)

Upcoming Milestones:

- Presentation of Phase 1 findings including a detailed sponsorship opportunity and implementation report (June 2, 2023)
- Optional Phase 2 deliverables, including a comprehensive sponsorship and naming rights sales package for assets identified in Phase 1 (pending findings of Phase 1 and following review and consideration by the appropriate governing bodies).

2d. Transit Governance Interlocal Agreement (ILA) and Comprehensive Participation Agreement (CPA) (attached)

- Three governing boards (GoTriangle, DCHC MPO, and Orange County) recently adopted a revised version of the Orange County Transit Governance Interlocal Agreement (ILA). The ILA was originally executed in 2012, following the adoption of Orange County's half-cent sales tax for transit, establishing processes and procedures for developing and implementing Orange County's Transit Multi-Year Vision Plan and Transit Annual Work Program.
- The updated ILA formalizes requirements for allocating, receiving, and distributing transit tax district revenues to eligible project sponsors, including CHT, in a Comprehensive Participation Agreement (CPA). Many of the CPA's requirements have been followed since the original ILA was adopted in 2012 but were never documented in a formally executed agreement.
- The CPA also provides more specific guidance for roles and responsibilities related to the Staff Working Group (SWG), the body that oversees and approves allocation of Orange County's transit tax revenues through the Work Program each year. Since 2012, Chapel Hill has participated in the SWG in an advisory role but held no decision-making authority. The updated ILA provides the Town with two voting staff members on the SWG, giving the Town an opportunity to play a more meaningful role in how transit tax dollars are spent in Orange County. Other jurisdictions gaining voting power include the Town of Carborro, the Town of Hillsborough, and the City of Mebane.
- To remain eligible to receive Orange County transit tax district revenues, the Town of Chapel Hill is required to execute the CPA.

Upcoming Milestones:

- The Comprehensive Participation Agreement (CPA) is currently being considered and executed by all parties to the agreement. The CPA was included on Chapel Hill Town Council's May 24, 2023 consent agenda, for consideration and execution by the Mayor.

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

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

Witnesseth:

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

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

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

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

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

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

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

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

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

Article I

Purpose and Scope

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

Article II

Definitions

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

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

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

2.010 "Annual Comprehensive Financial Report" ("ACFR") shall mean the report prepared by governmental entities that complies with the accounting regulations promulgated by the Governmental Accounting Standards Board (GASB).

2.011 "Orange County Transit Annual Work Program" or "Work Program" shall mean the comprehensive annual program for transit capital and operations presented by the SWG (see 2.034) which shall include all of the separate components of:

- a. Annual Operating Budget Ordinance. This shall be supplied for the Orange Transit major operating fund which will appropriate funds for the operation, administration, and implementation of projects identified in the Work Program as operating projects;
- b. Annual Tax District administration budget for the Orange Transit major operating and capital fund;
- c. Multi-Year Capital Improvement Plan (CIP) supplied for the Orange Transit major capital fund that clearly identifies specific projects, project sponsors responsible for undertaking those projects, project funding sources, and project expenditures. (NOTE: The Multi-year CIP shall be updated annually to coincide with the annual capital budget always being the first year of appropriation of funding for capital projects identified in the CIP. The Multi-year CIP shall be coordinated with the Metropolitan Transportation Plan, Transportation Improvement Program, and annual program of projects developed and maintained by the DCHC MPO designated recipient of federal formula transit grants so as to be consistent with submittal deadlines for the Transportation Improvement Program and the horizon years of the Metropolitan Transportation Plan.);
- d. Annual Capital Budget Ordinance supplied for the Orange Transit major capital fund that allocates financial resources to specific project sponsors for specific projects and represents the current year of appropriation of funding for capital projects identified in the Multi-Year CIP;
- e. Annual Operating Program (as defined *supra*.);
- f. Adjustment of the Current Orange Transit Financial Plan and financial model assumptions and corresponding update of the planning horizon of Orange County Transit Multi-Year Vision Plan future projects not included in the current Multi-year CIP. The Parties shall use good faith efforts to align planning horizon year with the horizon year of the current DCHC MPO MTP. The Financial Model shall contain agreed upon financial assumptions of the SWG (and supporting subcommittees as designated) for the Orange County Transit Annual Work Program revenues involving federal, state, and local sources and multi-year capital and operating costs including liquidity targets and debt ratios relevant to rating agency metrics;
- g. Multi-year Capital Funding Agreements or Global Agreements; and
- h. Multi-year Operating Agreements or Global Agreements.

2.012 "Dedicated Local Transit Funding Sources" shall be defined as all revenues derived from transit funding sources in support of the Orange County Transit Multi-Year Vision Plan, which shall include, but not limited to (for potential future need):

- a. Article 43 Half-Cent (0.5 percent) Sales and Use Tax. This is the $\frac{1}{2}$ percent local option sales and use tax as defined by N.C.G.S 105-508;

- b. Article 51 Three-Dollar (\$3) increase to GoTriangle Regional Vehicle Registration Fee. This is the increased portion of the regional vehicle registration fee assessed by GoTriangle in accordance with N.C.G.S 105-561 *et seq.* allocated to Orange County;
- c. Article 52 Seven-Dollar (\$7) County Vehicle Registration Fee. This is the County vehicle registration fee assessed by the Orange County Board of Commissioners in accordance with N.C.G.S 105-570 *et seq.*; and
- d. Vehicle Rental Tax. Any portion of vehicle rental tax collected by GoTriangle pursuant to N.C.G.S. 105-550 *et seq.* that is allocated to Orange County by the GoTriangle Board of Trustees. Future allocations of the Vehicle Rental Tax after FY23 shall be subject to the sole discretion of the GoTriangle Board of Trustees approval. If the GoTriangle Board of Trustees chooses to suspend any allocations of the Vehicle Rental Tax to Orange County, the Board of Trustees shall provide said county with three (3) months' notice of such suspension.

2.013 "Orange County Transit Plan Revenue" shall mean Dedicated Local Transit Funding Sources, any federal or state funds allocated by a designated recipient, debt proceeds, fares, local contributions, and any other sources of revenue used to fund the Orange County Transit Multi-Year Vision Plan

2.014 "Equitable Use of Net Proceeds Within or To Benefit the Special District" as that term is used in N.C.G.S. 105-508.1 shall mean:

- a. The revenues collected in Orange County must be spent for the benefit of that County. That does not mean they have to be spent in the County.
- b. For Cross-County projects, rates that are negotiated on some agreed upon periodic basis by the counties are by definition equitable

2.015 "Financial Model" shall mean a long-term financial planning model, that projects revenues and expenditures and includes all Dedicated Local Transit Funding Sources, as well as additional projected sources for projects and planned uses of funds as necessary for both capital projects and operating expenses, and is used to evaluate the impact of operating and funding decisions on the Orange Transit major operating and capital funds' financial condition to ensure the Orange County Transit Multi-Year Vision Plan's policies and objectives are maintained in the long-term, including liquidity targets and debt ratios relevant to rating agency metrics. Only Orange County Transit Plan Revenue, including Dedicated Local Transit Revenues, and expenditures of projects in support of the Orange County Transit Multi-Year Vision Plan shall be included in the Financial Model.

2.016 "Financial Plan" as that term is used in N.C.G.S. 105-508.1(2) shall mean:

- a. the Financial Plan requiring approval shall mean the Plan Implementation and Finance components of the most current Orange County Transit Multi-Year Vision Plan as supported by the details of the Orange County Transit Multi-Year Vision Plan and modeled in the associated Financial Model. Approval authority over the Financial Plan by the parties to this agreement only applies to the Dedicated Local Transit Funding Sources. Any other funding sources comprising the Financial Plan should be provided by appropriate project sponsors (as approved by their governing body) during the Annual Work Program and/or Multi-Year Vision Plan development processes.
- b. **If now or in the future the Special District consists of Orange County and one or more other counties**, the Financial Plan shall only include funds that would be budgeted and

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

2.017 “Financial Statements” shall mean the statement of financial condition prepared in accordance with N.C.G.S 159-25.

2.018 “GASB” shall mean the Governmental Accounting Standards Board (GASB) which establishes standards and principles for state and local governmental accounting and financial reporting.

2.019 “Implementation Element” shall mean a discrete project, operation or study or a discrete logical grouping of projects, operations or studies tracked separately by the Orange County Transit Annual Work Program.

2.020 Local Government Commission (“LGC”) is established by N.C.G.S. 159-3 and provides assistance to local governments and public authorities in North Carolina. It is staffed by the Department of State Treasurer and approves the issuance of debt for all units of local government and assists those units with fiscal management.

2.021 “Major Fund” shall be, as defined by the GASB, a fund that is reported in a separated column in the basic fund financial statements and is subject to a separate audit opinion in the independent auditor’s report. As defined, the Tax District shall report at a minimum major fund for the Orange Transit Work Plan Operating Funds and a major fund for the Orange Transit Work Plan Capital Funds.

2.022 “Global Agreement” shall mean an Operating or Capital Funding agreement that encompasses a discrete logical grouping of capital projects, transit operations or studies.

2.023 “Enhanced Quarter-2 Report” shall mean a report delivered approximately 6 months into the year of current work program implementation that provides information regarding progress toward strategic objectives outlined in the Orange County Transit Annual Work Program and includes the performance achieved, the strategies being followed, and performance targets and key milestones for Capital Projects and operating services identified in the Orange County Transit Annual Work Program.

2.024 “Multi-Year Capital Improvement Plan” (“CIP”) shall mean a multi-year document that identifies by year projected capital projects, project sponsors responsible for undertaking these projects, the financial costs, and anticipated sources of funding for those projects, and identifies any projected operating costs associated with those projects. The CIP shall be coordinated with the Metropolitan Transportation Plan, Transportation Improvement Program, and annual program of projects developed and maintained by the DCHC MPO as designated recipient of federal formula transit grants so as to be consistent with submittal deadlines for the Transportation Improvement Program and the horizon years of the Metropolitan Transportation Plan.

2.025 “Annual Operating Program” shall mean the annual document describing transit operating programs, which could include the development of local bus, express bus, Bus Rapid Transit, Commuter Rail Transit, or other public transportation-type services not specifically highlighted here to be funded by the Tax District. It will describe service changes planned for the year and preliminary service proposals and financial projection for the subsequent years. A detailed report on the status of each bus and rail route shall also be included, along with performance objectives for the coming year. The document shall also describe administrative, planning, marketing, or other functions that are not directly accounted for in specific infrastructure

project delivery or allocated to service delivery, but which are essential to the implementation of the Transit Plan.

2.026 “Multi-Year Service Implementation Plan” shall mean a document or documents that detail how transit services will be modified, to include expansion and reduction, operated and maintained over a specific number of years. The plan(s) shall detail timing and schedule, justifications for implementation decisions, and public involvement steps. Different transit operators may have different plans for implementation, but the different plans must be coordinated with each other particularly with respect to anticipated funding and public outreach.

2.027 “Non-Orange County Revenues” shall mean all revenues collected on behalf of member counties other than Orange County within the Tax District or Special District that are derived from transit funding sources associated with counties other than Orange County.

2.028 “Operating Agreement” shall mean an agreement between an agency tasked to provide an Implementation Element, the Tax District and other agencies as needed, or an operating plan if the Implementation Element is to be provided by the Agency. The agreement shall state the details of the service to be provided and detail expectations on funding, responsibilities, schedule, and performance. The agreement shall adhere to any/all standards outlined in the supporting Comprehensive Participation Agreement.

2.029 “Operating Budget Ordinance” shall mean the annual financial ordinance budgeted for the Orange Transit major operating fund pursuant N.C.G.S. Chapter 159, tied to Operating Agreements, that includes funds for the operations identified in the Orange Transit Work Plan, allocations for reserves, and transfers to other such funds such as other Orange Transit major funds identified by the Component Unit. The Operating Budget Ordinance shall include the general administrative and maintenance expenses of the unit separate from the Project Operating Funds.

2.030 “Operating Funds” shall mean funds appropriated in the annual operating budget for the administration, operation and maintenance of the transit system.

2.031 “Operating Fund Balance” shall mean the reported amounts restricted by enabling legislation for the Orange Transit major operating fund, presented in the basic financial statements, and disclosed in the notes to the Financial Statements as required under generally accepted accounting standards.

2.032 “Project Operating Funds” shall mean funds appropriated in the annual Operating Budget Ordinance to support the operation of projects identified in the Orange County Transit Annual Work Program.

2.033 “Quarterly Financial Reports” shall mean the quarterly statement of financial condition prepared in accordance with N.C.G.S. 159-25.

2.034 “Special District” shall mean any tax district administered by GoTriangle pursuant to authorizing resolutions and N.C.G.S. 105-508 *et seq.* or N.C.G.S 105-561 *et seq.* to which Orange County is a member, now or in the future.

2.035 “Staff Working Group” or “SWG” shall mean a committee created by this Agreement for the purposes enumerated and as defined in Article III herein. The SWG is jointly charged by all parties to this Agreement with coordinating planning and implementation aspects of the Orange County Transit Annual Work Program (as defined in 2.011), as well as facilitating elements of the Orange County Transit Multi-Year Vision Plan (as defined in 2.038) and serving in an advisory

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

2.036 “Supplantation” shall mean the opportunity for parties to this agreement to use certain funding sources to replace existing funds or other resources for public transportation systems.

- a. Local Funding Source that allows supplantation: the County Vehicle Registration Tax (N.C.G.S 105-570) which is levied at its maximum amount of \$7.00 per year;
- b. Local Funding Sources that do not allow supplantation:
 - i. Local Government Sales and Use Taxes for Public Transportation (N.C.G.S. 105-506:514) which is levied at its maximum allowable rate of one-half percent (*non-supplantation cited in N.C.G.S 105-507.3.b*);
 - ii. Regional Transit Authority Registration Tax (N.C.G.S. 105-560:569) which is levied at its maximum amount of \$8.00 per year with \$3.00 of each \$8.00 collected allocated locally to Orange County (*non-supplantation cited in N.C.G.S. 105-564*).

2.037 “Tax District” shall mean any tax district administered by GoTriangle pursuant to authorizing resolutions and N.C.G.S. 105-508 *et seq.* or N.C.G.S 105-561 *et seq.* to which Orange County is a member, now or in the future.

2.038 “Transit Plan,” or “Multi-Year Vision Plan,” shall mean the comprehensive multi-year vision plan for transit operating and capital needs over a period of time of at least 4 years, through coordination with the DCHC-MPO Metropolitan Transportation Plan adoption process and shall also be prepared by the SWG for approval by appropriate governing boards, which shall include all the separate components of:

- a. Multi-year Capital Improvement Plan
- b. Annual Operating Program, or Multi-Year Service Implementation Plan, which shall include assumptions for administrative staff needs to support plan implementation efforts across the period of time defined by the Transit Plan
- c. Financial Plan (as defined in section 2.016)
- d. Update of the Financial Model Assumptions (if applicable)

2.039 “Triangle Tax District” shall mean the tax district, also referred to as the Special District created by GoTriangle on or about May 25, 2016, pursuant to authorizing resolutions and N.C.G.S. 105-508 *et seq.*

2.040 “Comprehensive Participation Agreement” shall mean an agreement that formally invites parties to participate in plan implementation elements that are not explicitly parties to this Transit Governance Interlocal Agreement.

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

Article III

Staff Working Group (“SWG”)

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

3.02 Membership, Organization and Objectives.

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

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

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

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

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

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

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

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

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

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

Article IV

Term, Termination, Amendment

4.01 Term.

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

4.02 Termination.

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

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

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

For Orange County:

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

With a copy to:

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

For DCHC-MPO:

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

For GoTriangle:

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

With a copy to

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

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

Article V

Responsibilities, Financial Duties and Assumptions of the Parties

The responsibilities of the Parties are as follows:

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

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

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

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

5.03 GoTriangle shall carry out its legal, contractual, fiscal, and fiduciary duties as a unit of local government as follows:

- a. Shall administer and manage the Tax District, including carrying out its legal, contractual, fiscal, and fiduciary duties;
- b. Shall comply with the responsibilities of a local government prescribed by the North Carolina Budget and Fiscal Control Act;
- c. Shall adhere to the Financial Plan as defined by this Agreement, and any amendments authorized thereto;
- d. Shall adhere to the Equitable Use of Net Proceeds within or to benefit the Special District as defined in this Agreement;

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

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

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

Article VI

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

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

- a. Provide staff to serve on the SWG;
- b. Enter into Global/Capital Funding Agreements and Global/Operating Agreements to deliver Implementation Elements as identified within the Orange County Transit Annual Work Program (which includes the approved annual budget);
- c. Provide required financial and status reports on Implementation Elements funded in-part or wholly by the Tax District; and
- d. Perform any other responsibility it agrees to undertake consistent with statutory authority and the terms of this Agreement.

6.02 Non-Transit Service Providing Entities. The Parties that the Non-Transit Service Providing Entities, meaning any entity located in Orange County that does not provide public transportation services, may participate, if and when invited through SWG membership, at a minimum as follows:

- a. Provide staff to serve on the SWG in a non-voting role;
- b. Enter into Global/Capital Funding Agreements and Global/Operating Agreements to deliver Implementation Elements as identified within the Orange County Transit Annual Work Program if identified as a project sponsor'
- c. Provide required financial and status reports on Implementation Elements funded in-part or wholly by the Tax District; and
- d. Perform any other responsibility consistent with statutory authority and the terms of this Agreement.

Article VII

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

7.01 The Annual Work Program shall consist of the component documents outlined in Section 2.011. It shall be assembled and reviewed in accordance with the Annual Work Program Development Calendar

7.02 The SWG shall recommend the Annual Work Program to the Orange County Board of Commissioners and the GoTriangle Board of Trustees for approval in accordance with the Annual Work Program Development Calendar. The schedule shall allow each agency adequate time to review documentation. Each of the parties will receive the plan in the order identified in 7.03 & 7.05 and identify any concerns or issues prior to the commencement of the fiscal year covered by the plan. Included in the schedule shall be a procedure for the SWG to plan for and schedule elements of public outreach and involvement. At the time when the Orange County Board of Commissioners receives the recommended Annual Work Program, GoTriangle may also provide comments during the County's official business meeting processes. The SWG may present the Annual Work Program to the DCHC MPO for review and comment at an official MPO Board meeting if time/schedule allows.

7.03 Upon receipt of the draft Orange County Transit Annual Work Program, the Orange County Board of Commissioners, shall review it, and can take the following actions:

- a. Approve the Orange County Transit Annual Work Program as submitted;

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

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

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

Article VIII

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

8.01 The Multi-year Vision Plan shall include the component documents outlined in Section 2.038. The plan shall be assembled and reviewed in accordance with the Annual Work Program Development Calendar or other agreed upon schedule based on timing and need for multi-year plan adoption.

8.02 The SWG shall recommend the Multi-Year Vision Plan to the Orange County Board of Commissioners, DCHC MPO Board and the GoTriangle Board of Trustees for approval in accordance with the Annual Work Program Development Calendar or agreed upon schedule to meet the needs for the Multi-year plan adoption. The schedule shall allow each agency adequate time to review documentation, identify concerns and coordinate issues. Included in the schedule shall be a procedure for the SWG to plan for and schedule elements of public outreach and involvement.

8.03 Upon recommendation from the SWG, the Orange Transit Multi-year Vision Plan shall go before each governing board (Orange County Board of Commissioners, DCHC MPO Board and GoTriangle Board of Trustees) for review and the opportunity to take the following actions:

- Approve the Orange Transit Multi-year Vision Plan as recommended;
- Deny, while providing a list of minor issues, technical corrections, or a specific listing of Significant Concerns with the Orange Transit Multi-year Vision Plan.

8.04 If any of the three governing boards denies the Multi-Year Vision Plan and creates a detailed listing of minor issues, technical corrections, or Significant Concerns for the recommended Orange Transit Multi-Year Vision Plan, SWG staff members who represent the dissenting board shall communicate the issues to other staff representatives of the other governing board(s) and coordinate with other SWG members to revise the plan and then submit for an additional review and approval by all three governing boards.

Article IX

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

9.01 The Tax District shall be reported as a Component Unit and shall include the Orange Transit major operating and capital funds separate from any and all major funds and/or other special tax districts within the Tax District, in the body of annually audited financial statements as required by GASB standards for major funds reported by blended component units. As administrator of the Tax District, GoTriangle shall present an annually audited financial statement for the separate component unit by December 15th of the subsequent fiscal year to the Orange County Board of Commissioners, DCHC MPO Board, and GoTriangle Board of Trustees.

9.02 At the time of the presentation of the annually audited financial statements, GoTriangle shall present an update of the Orange County Transit Annual Work Program projects including project milestones and timelines and operations of the system. This presentation shall be considered an Annual Orange Transit Report.

9.03 GoTriangle, as administrator of the Tax District, shall issue the following to the parties of this agreement, as well as any associated project sponsors:

- Enhanced Quarter-2 Report for half-year period ending December 31st. to the SWG for the Orange Transit major operating and capital funds. This Report will be due to the SWG Administrator by March 15th. The format of this report shall be agreed upon by the Parties to this Agreement by June 30, 2023.
- Quarterly Financial Condition Report. This report will be due 45 days after the end of each quarter which provides statement of financial condition of all program/plan implementation elements prepared in accordance with N.C.G.S. 159-25. Quarterly Financial Condition Report shall apply for all quarters but shall also be incorporated elements into the Enhanced Quarter-2 and Annual Reports.

9.04 At the time of the submittal of the Enhanced Quarter-2 reports, each agency that has a project funded in that fiscal year through the annual work program shall also submit an update of projects including project milestones and timelines and transit operations. The format of the Enhanced Quarter-2 Report and Quarterly Financial Condition Report shall be agreed upon by the Parties of this agreement by September 1, 2023.

Article X

Agreement Related Dispute Resolution

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

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

Article XI

Non-Assignment

Delegation of Duty

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

Article XII

Other Provisions

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

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

ATTEST:

BY: _____

TITLE: _____

ORANGE COUNTY, NORTH CAROLINA

BY: _____

TITLE: Chairperson, Board of County Commissioners

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

ATTEST:

BY: _____

TITLE: _____

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

BY: _____

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

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

ATTEST:

BY: _____

TITLE: _____

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

BY: _____

TITLE: Chairperson, Board of Trustees

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

Between

TRANSIT GOVERNANCE INTERLOCAL AGREEMENT (ILA) PARTIES:

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

And

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

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

And Parties will further coordinate with

IMPLEMENTATION PARTNERS:

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

ARTICLE 1

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

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

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

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

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

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

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

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

ARTICLE 2

DEFINITIONS

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

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

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

2.04 "GOVERNANCE INTERLOCAL AGREEMENT" or "GOVERNANCE ILA:" The Transit Governance Interlocal Agreement dated March 8, 2023 between Research Triangle Regional Public Transportation Authority ("GoTriangle"), Durham-Chapel Hill-Carrboro Metropolitan Planning Organization ("DCHC MPO"), and Orange County for implementing public transit services and projects in the fiscally constrained Orange County Transit Multi-Year Vision Plan. This Governance ILA is included as Exhibit A to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3

STAFF WORKING GROUP

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

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

- a) Voting members: two (2) staff persons appointed by each of the Governance ILA Parties; two (2) staff persons appointed by the Town of Chapel Hill; one (1) staff person appointed by the Town of Carrboro, Town of Hillsborough, and City of Mebane
- b) Non-Voting members: Each of the Implementation Parties must appoint one (1) staff person

- c) Each member may designate one (1) alternate empowered to fully participate in the SWG in the absence of the appointed staff person.

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

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

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

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

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

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

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

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

ARTICLE IV **ELIGIBILITY FOR ORANGE COUNTY TRANSIT TAX REVENUE FUNDING**

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

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

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

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

4.05 Capital Improvement Program (CIP) Review. Each year's work program development process shall include a review of the CIP to determine which, if any, projects no longer meet the needs of the overall transit plan. Goal for this would be to remove such project(s) and reallocate funding as necessary to other areas of need.

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

ARTICLE V **SUPPLANTATION/SUPPLEMENTATION**

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

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

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

5.03 The most recently audited and reported local fiscal year prior to the January 15, 2012 of the one half (1/2%) percent Public Transportation Sales Tax Act local option sales and use tax as defined by N.C.G.S. 105-508 is the baseline for comparing all Parties' annual budgets for the Agreement.

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

5.05 All Parties shall work together in good faith to determine if the Participation Agreement's intent and purpose can be accomplished by executing necessary Amendments if statutory language in or judicial interpretation of N.C.G.S 105-508.2 or N.C.G.S 105-564 changes after Participation Agreement, execution.

ARTICLE VI

AMENDMENT, TERMINATION AND NOTICE

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

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

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

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

For DCHC MPO:

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

For GoTriangle:

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

with a copy to:

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

For the Town of Hillsborough:

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

with a copy to:

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

For the Town of Carrboro:

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

with a copy to:

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

For the Town of Chapel Hill:

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

with a copy to:

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

For the City of Mebane:

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

with a copy to:

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

For Orange County:

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

with a copy to:

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

ARTICLE VII

MISCELLANEOUS PROVISIONS

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

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

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

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

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

7.03 Waivers of Non-Compliance with Participation Agreement.

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

BY: _____

TITLE: _____
Commissioners

ORANGE COUNTY, NORTH CAROLINA

BY: _____

TITLE: Chairperson, Board of County

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

ATTEST:

BY: _____

TITLE: _____

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

BY: _____

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

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

ATTEST:

BY: _____

TITLE: _____

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

BY: _____

TITLE: Chairperson, Board of Trustees

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

ATTEST: **TOWN OF CHAPEL HILL, NORTH CAROLINA**
BY: _____
TITLE: _____

TITLE: Chairperson, Town Council

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

ATTEST: **TOWN OF CARRBORO, NORTH CAROLINA**
BY: _____
TITLE: _____

TITLE: Chairperson, Town Council

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

ATTEST: **TOWN OF HILLSBOROUGH, NORTH CAROLINA**
BY: _____
TITLE: _____

TITLE: Chairperson, Board of Commissioners

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

ATTEST: **CITY OF MEBANE, NORTH CAROLINA**
BY: _____
TITLE: _____

TITLE: Chairperson, City Council

6D. Director

Staff Resource: Brian Litchfield, Transit Director

- The Director's report will be provided during the May 25, 2023, Partners Meeting.