

**PUBLIC SAFETY COMMITTEE  
CITY HALL CONFERENCE ROOM  
300 W. CROWELL STREET  
MONROE, NORTH CAROLINA 28112**

[www.monroenc.org](http://www.monroenc.org)

September 18, 2025 – 4:15 PM

**AGENDA**

1. Minutes from August 4, 2025
2. Union County Interlocal Agreement
3. Budget Amendment - Donation for Fire Explorers BA-2025-31
4. Automatic Aid Agreement with Griffith Road Volunteer Fire Department
5. Reduced Conflict Intersections at US 74, Morgan Mill Road and Walkup Avenue
6. Ordinance to Amend Traffic Code – Chapter 75 – Traffic Schedules – Schedule II: Through Streets
7. Ordinance to Amend Traffic Code – Chapter 75: Traffic Schedules  
Schedule I. Speed Limits (A) State Maintained Streets and (B) City Maintained Streets
8. Safe Streets and Roads for All (SS4A) Grant Agreement
9. Interlocal Agreement - Hornyak Drive
10. Request to Award the Purchase of a Mini-Excavator
11. Award of 2025 - 2026 Resurfacing Contract
12. Proposed Pavement Management Services Contract
13. Update on the Jefferson Street, Charlotte Avenue, Franklin Street Intersection
14. NC 200 (MLK/Dickerson) and Charlotte Ave

**PUBLIC SAFETY COMMITTEE  
MEETING MINUTES  
August 4, 2025**

The Public Safety Committee met on August 4, 2025, at 4:15 p.m. in the City Hall Large Conference Room.

Members Present: Chairman David Dotson, Council Member Julie Thompson, Council Member Gary Anderson

Absent:

Staff Present: City Manager Mark Watson, Assistant City Manager, Lisa Hollowell, Assistant City Manager, Jeff Wells, Fire Chief Ron Fowler, Fire Administrative Assistant II Alice Withers, Fire Deputy Chief Travis Stegall, Police Chief Rhett Bolen, Assistant Police Chief TJ Goforth, Police Lieutenant Kris Westover, Police Captain Chad Shoultes, City Attorney Richard Long, Senior Staff Attorney Terry Sholar, Finance Director Lisa Strickland, Engineering Director Sarah McAllister, Grant Administrator Lisa Kerner, Assistant Finance Director Ashely Ivey, Land Development Engineering Manager Will Auret

Guests: Daryle Anderson

Chairman David Dotson called the meeting to order at 4:15 p.m.

**Item 1: Minutes from May 5, 2025 Meeting**

Council Member Thompson made a motion to approve the minutes of the Public Safety Committee meeting of May 5, 2025. Council Member Anderson seconded the motion and the motion passed unanimously.

**Item 2: Ordinance to Amend Traffic Code – Chapter 75: Traffic Schedules; Schedule I. (B) Speed Limits – City Maintained Streets**

Engineering Director Sarah McAllister presented to the Committee a request from Simpson Farms Homeowners Association to lower the speed limit from 35 mph to 25 mph within the neighborhood. Council Member Anderson made a motion to place this item on the Council agenda for approval. Council Member Thompson seconded the motion and the motion passed unanimously.

**Item 3: Ordinance to Amend Traffic Code – Chapter 75: Traffic Schedules; Schedule II: Through Streets**

Engineering Director Sarah McAllister presented to the Committee an amendment to Ordinance to accept maintenance of a number of streets within the Simpson Farms neighborhood. Council Member Anderson made a motion to place this item on the Council agenda for approval. Council Member Thompson seconded the motion and the motion passed unanimously.

**Item 4: Updates on Two Intersections Maintained by NCDOT**

Engineering Director Sara McAllister presented to the Committee updates on the intersections of US Hwy 74/Boyte St and Jefferson Ave/Charlotte Ave/Franklin St. This item was for discussion purposes only and will be carried over to the next meeting to allow for research of safety concerns.

**Item 5: Budget Amendment for Donation Received for Fire Camp**

Fire Chief Ron Fowler presented to the Committee a donation of \$500.00 from Ms. Sandra Anderson to be used for Fire Camp 1884. Council Member Thompson made a motion to forward to Council for approval and to designate the funds to the Fire Department expenditure account. Chairman Dotson seconded the motion and the motion passed unanimously.

**Item 6: Budget Amendment for Purchase of Night Vision Goggles & Green Visible Lasers**

Police Chief Rhett Bolen presented to the Committee a Budget Amendment for the purchase of thirteen (13) Night Vision Goggles and twenty (20) Green Visible Lasers for the Police Department. Chairman Dotson made a motion to forward to Council for approval of the Budget Amendment. Council Member Anderson seconded the motion and the motion passed unanimously.

**Adjournment**

There being no further business, Council Member Anderson made a motion to adjourn the meeting. Council Member Thompson seconded the motion, which passed unanimously, and the meeting was adjourned at 4:32 p.m.

Respectfully submitted,

Alice Withers – Committee Secretary



## STAFF REPORT

**TO:** Public Safety Committee  
**VIA:** Mark Watson, City Manager  
**DATE:** September 18, 2025  
**FROM:** Ronald D. Fowler, Fire Chief  
**PREPARED BY:** Alice Withers, Administrative Assistant II - Fire  
**SUBJECT:** Budget Amendment for Interlocal Agreement Funds

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### SUMMARY STATEMENT

The Fire Department seeks to accept funds from Union County per an interlocal agreement in the amount of \$75,000.

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### REVIEW

As per an Interlocal Agreement with Union County, the City has received \$75,000 to be allocated to the Fire Department as follows; \$37,500 for Swift Water Rescue mutual aid assistance, \$37,500 for Hazardous Material Response mutual aid assistance.

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### RECOMMENDATION

Staff requests the Public Safety Committee to recommend that Council accept the \$75,000 Interlocal Agreement funds and approve Budget Amendment BA-2025-27 and to appropriate and designate these funds to Fire expenditure accounts.

Attachment: BA-2025-27

**CITY OF MONROE  
BUDGET AMENDMENT  
BA-2025-27**

1. Amendment necessary to designate and appropriate funds received from Union County.

General Fund:

Revenues:

Interlocal Agreement-Union County	\$75,000
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Expenditures

Fire Department	\$75,000
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**TOTAL:     \$75,000**

Adopted this the 18th day of September, 2025.

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Robert A. Burns, Mayor

Attest:

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Bridgette H. Robinson, City Clerk

NORTH CAROLINA

AGREEMENT

UNION COUNTY

**THIS AGREEMENT** (“Agreement”) is made and entered into this January 11, 2022, by and between UNION COUNTY, a political subdivision of the State of North Carolina located at 500 North Main Street, Monroe, North Carolina 28112 (hereinafter “the County”), and the CITY OF MONROE, a North Carolina municipal corporation, located at 300 W. Crowell Street, Monroe, North Carolina 28112 (hereinafter “City”) (each a “Party” and collectively, the “Parties”).

### RECITALS

**WHEREAS**, City has specialized personnel, training, and equipment in hazardous materials response and swiftwater rescue; and

**WHEREAS**, for a number of years City has provided hazardous materials response to seventeen volunteer fire departments in Union County which receive funds from County and are contracted with County to provide fire and rescue services in Union County response districts (“Volunteer Fire Departments”), without cost to those Volunteer Fire Departments; and

**WHEREAS**, City’s fire department has recently achieved advanced levels of certification in swiftwater rescue, and makes itself available to the Volunteer Fire Departments for swiftwater rescue as well; and

**WHEREAS**, County has previously provided support resources to City for assistance with swiftwater rescue and hazardous materials response services, to offset the cost of materials used in the course of delivering swiftwater rescue and hazardous materials response services and assistance to the Volunteer Fire Departments; and

**WHEREAS**, City has achieved these specialized and advanced training levels in these areas in order to serve their residents, as well as be a deployable resource for the Volunteer Fire Departments; and

**WHEREAS**, it has been and will continue to be mutually beneficial to both County and City for City to continue to provide hazardous materials response and swiftwater rescue services and assistance to the Volunteer Fire Departments for situations beyond the level of service the Volunteer Fire Departments are currently capable of providing; and

**WHEREAS**, units of local government are authorized to exercise jointly various powers and functions through interlocal cooperation pursuant to Article 20, Chapter 160A of the North Carolina General Statutes; and

**WHEREAS**, County and City desire to enter into this Agreement to work cooperatively and define certain terms related to the utilization of City's specialized personnel, training, and equipment in hazardous materials response and swiftwater rescue.

**NOW, THEREFORE**, for and in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby covenant and agree as follows:

## **ARTICLE I Recitals and Effective Date**

**1.1 Recitals.** The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by reference.

**1.2 Effective Date.** This Agreement shall become effective on the date when the last Party has signed this Agreement through an authorized representative (the "Effective Date").

## **ARTICLE II Purpose**

**2.1 Purpose.** The purpose of this Agreement is for County and City to develop the terms for the services provided and mutual aid assistance by City to the Volunteer Fire Departments. City shall provide hazardous materials response and swiftwater rescue assistance, if resources are available, as requested by County, to any of the Volunteer Fire Departments in accordance with this Agreement.

## **Article III Term and Termination**

**3.1 Term and Termination.** The term of this Agreement shall commence upon the Effective Date and continue for the period of five (5) years. This Agreement may be terminated by either Party at any time, without cause, upon at least six months' prior written notice to the other Party, with such termination to be effective July 1 of a given year.

Further, this Agreement may be terminated by either Party for cause upon default of the other Party. For purposes of this Agreement, "default" shall mean a material breach by a Party of the terms and conditions of this Agreement. Upon default of a Party, the non-defaulting Party shall provide notice to the defaulting Party specifying the basis for the default. Upon receipt of the notice, the defaulting Party shall have ten (10) days to cure the default. If the default is not cured within the applicable cure period, then this Agreement shall terminate upon the expiration of the cure period, unless otherwise agreed-upon by the non-defaulting Party.

#### **Article IV Services Furnished by City**

**4.1 Swiftwater Rescue.** City agrees to furnish swiftwater rescue assistance and response assistance and services to any of the Volunteer Fire Departments in accordance with this Agreement. City will maintain, at a minimum, the Type 2 swiftwater rescue designation through North Carolina Emergency Management at all times during the term of this Agreement. City will provide swiftwater rescue assistance upon request from any Volunteer Fire Department (if resources are available at the time of request). County's Emergency Management Department will not be responsible for dispatching City to assist a Volunteer Fire Department.

**4.2 Hazardous Materials Response.** City agrees to furnish hazardous materials response assistance and services to any of the Volunteer Fire Departments in accordance with this Agreement. City will maintain, at a minimum, the hazardous materials technician level designation through the North Carolina Office of State Fire Marshal at all times during the term of this Agreement. City will provide hazardous materials response services upon request from any Volunteer Fire Department (if resources are available at the time of request). County's Emergency Management Department will not be responsible for dispatching City to assist a Volunteer Fire Department.

#### **Article V Funding**

**5.1 Funding by County.** In order to establish the amount of County's annual appropriation to City for providing the services set forth under this Agreement, the City understands and agrees that the City will submit a budget request to the County based on County's estimated share of the costs of the provision of services under this Agreement for the upcoming County fiscal year. The budget request shall include how the funding will be used in relation to

training, equipment, and maintenance of equipment for both hazardous materials response and swiftwater rescue services. City shall also include long range planning for capital purchases in its budget request.

In accordance with N.C.G.S. § 159-11, the County Manager, as County's statutory budget officer, will make a budget recommendation to the Board of Commissioners. Pursuant to budgetary authority set forth in N.C.G.S. § 159-13, the amount appropriated to City for services provided under this Agreement for each fiscal year will be ultimately determined and adopted by the Board of Commissioners as deemed in its discretion sufficient and proper.

**5.2 Payment of Funds.** County agrees to pay City the amount appropriated by the Board of Commissioners for the services provided under this Agreement for the fiscal year. County will remit payment to City in a lump sum annually, on or before August 1 of every fiscal year.

## **Article VI Miscellaneous Provisions**

**6.1 Personnel and Property.** At all times under this Agreement, employees of City performing services hereunder shall remain employees of City, and all employees of the County shall remain employees of County. All property used in City's performance of the services set forth in this Agreement shall be considered property of City at all times and not property of County.

**6.2 Comprehension of Document and Mutuality in Drafting.** The Parties, intending to be legally bound, apply their signatures voluntarily and with full understanding of the contents of this Agreement. The Parties acknowledge that this Agreement was mutually drafted by each of the Parties and there is no presumption against any Party as the drafter of the Agreement.

**6.3 Governing Law/Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina. Exclusive venue for any disputes arising hereunder is conferred upon the General Courts of Justice of the State of North Carolina sitting in Union County, North Carolina.

**6.4 Amendment.** This Agreement may be amended in writing duly authorized by the governing boards of both County and City and executed by the authorized officials of both Parties.

**6.5 Entire Agreement.** This Agreement contains the entire agreement

between the Parties regarding the subject matter hereof.

**6.6 Severability.** The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the Parties shall endeavor in good faith to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as practicable to that of the invalid, illegal or unenforceable provisions.

**6.7 Assignment.** Neither Party shall assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other, which consent may not be unreasonably withheld, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

**6.8 Counterparts.** This Agreement may be executed in separate counterparts, with each counterpart deemed to be an original having the full force and effect thereof.

**[SIGNATURE BLOCKS APPEAR ON FOLLOWING PAGES.]**

IN WITNESS WHEREOF, each of the parties to this Agreement has caused the same to be executed in the day and year first above written.

ATTEST:

UNION COUNTY

*Lynn G. West*

Lynn G. West  
Clerk to the Board

(seal)



*William Mark Watson*

William Mark Watson  
County Manager

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

*Leynepe Culero*

Deputy Finance Officer

Approved as to Legal Form: *KLC*

ATTEST:

CITY OF MONROE

*Bridgette H. Robinson*

BY:

*Brian J. Berne*

Brian J. Berne  
Interim City Manager

(seal)





**STAFF REPORT**

**TO:** Public Safety Committee  
**VIA:** Mark Watson, City Manager  
**DATE:** September 18, 2025  
**FROM:** Ronald D. Fowler, Fire Chief  
**PREPARED BY:** Alice Withers, Administrative Assistant II - Fire  
**SUBJECT:** Budget Amendment for Donation Received for Fire Explorers

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**SUMMARY STATEMENT**

The Fire Department seeks acceptance of a donation to support the department’s Fire Explorer Program and approval of a budget amendment allocating these funds to the Fire Department.

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**REVIEW**

The Fire Department received a \$500 donation from Council Member Anderson’s discretionary account. These funds will be used for the Monroe Fire Explorer Program.

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**RECOMMENDATION**

Staff requests that the Public Safety Committee recommend that Council accept this donation and approve Budget Amendment BA-2025-31, and to appropriate and designate these funds to Fire Department expenditure accounts.

Attachment: BA-2025-31

**CITY OF MONROE  
BUDGET AMENDMENT  
BA-2025-31**

1. Amendment necessary to designate and appropriate funds received from Council Members Anderson’s discretionary funds for the Monroe Fire Explorer Program.

General Fund:

Revenues:	
Miscellaneous – Fire	\$500
Expenditures:	
Fire Department	\$500

Adopted this the 14th day of October of 2025.

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Robert A. Burns, Mayor

Attest:

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Bridgette H. Robinson, City Clerk



**STAFF REPORT**

**TO:** Public Safety Committee  
**VIA:** Mark Watson, City Manager  
**DATE:** September 18, 2025  
**FROM:** Ronald D. Fowler, Fire Chief  
**PREPARED BY:** Alice Withers, Administrative Assistant II - Fire  
**SUBJECT:** Fire Protection Automatic Aid Agreement with Griffith Road Volunteer Fire Department

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**SUMMARY STATEMENT**

Consideration of a Fire Protection Automatic Aid Agreement with Griffith Road Volunteer Fire Department.

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**REVIEW**

Griffith Road Volunteer Fire Department is seeking to enter into a Fire Protection Automatic Aid Agreement for structure fire response for areas off of Sunset Drive as shown in the attached map and automatic aid agreement. Griffith Road VFD is located on Griffith Road south of the City limits and their fire protection district borders Monroe’s city limits. Griffith Road VFD units must travel into and through the Monroe city limits to serve these areas. The response distance exceeds 5 miles from Griffith Road’s fire station and is less than 2.5 miles from Monroe’s fire stations. This response distance and related response time is critical during a fire emergency. This agreement would also have a positive effect on property owner’s fire insurances rates in that area. Under this agreement, Monroe is committing to send one fire engine to structure fires in the described areas and Griffith Road would respond with their normal structure fire response as well.

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**RECOMMENDATION**

Staff recommends that the Public Safety Committee accept and recommend that Council approve the attached Fire Protection Automatic Agreement with Griffith Road Volunteer Fire Department.

Attachment: Automatic Aid Agreement

## FIRE PROTECTION AUTOMATIC AID AGREEMENT FOR STATION LOCATION

THIS AGREEMENT made and entered into this 7<sup>th</sup> day of October, 2025, by and between the Griffith Road Volunteer Fire Department, Union County, North Carolina and the City of Monroe Fire Department, Union County, North Carolina.

### WITNESSETH:

THAT, **WHEREAS**; both the above Fire Departments desire to participate in Automatic Aid, and

**WHEREAS**, both above-named Fire Departments desire to provide the highest level of fire protection possible to their respective fire districts along with the lowest possible ISO public protection classification ratings, and

**WHEREAS**, both above Fire Departments desire to enter into an agreement whereby automatic aid assistance as described therein will be provided for all structure fire calls.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein by and among the parties hereto, it is hereby agreed:

1. That automatic aid assistance will be provided in the following areas:
  - a. The automatic aid assistance will be provided in the areas within the Griffith Road Volunteer Fire District. The specific areas covered under this agreement are the unincorporated areas of Oakland Road, Hickory Nut Circle, Beechwood Lane, Keswick Place, and Medlin Road north of Richardson Creek as outlined on the **attached district map**, which is hereby incorporated into this agreement.
2. The Automatic Aid department shall be dispatched with the initial alarm to the area(s) defined on the attached map to all structure fires.
3. Automatic Aid assistance received from the Monroe Fire Department will be comprised of:
  - a. 1 Class A Pumper / Certified Engine



- 4. Each party to this agreement shall assume all costs of salaries, wages, bonuses, or other compensation for its own personnel that responds for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance.
  
- 5. Both parties will work with the Emergency Communications Center Directors to maintain accurate information pertaining to this automatic aid agreement.
  
- 6. Any party may, at any time, terminate this agreement upon a 60-day written notice to the other party.

**THEREFORE**, the governing boards of each Fire Department agrees to this automatic aid agreement and authorizes the Fire Chief to execute and maintain this document.

GRIFFITH ROAD VOLUNTEER FIRE DEPARTMENT (Primary)

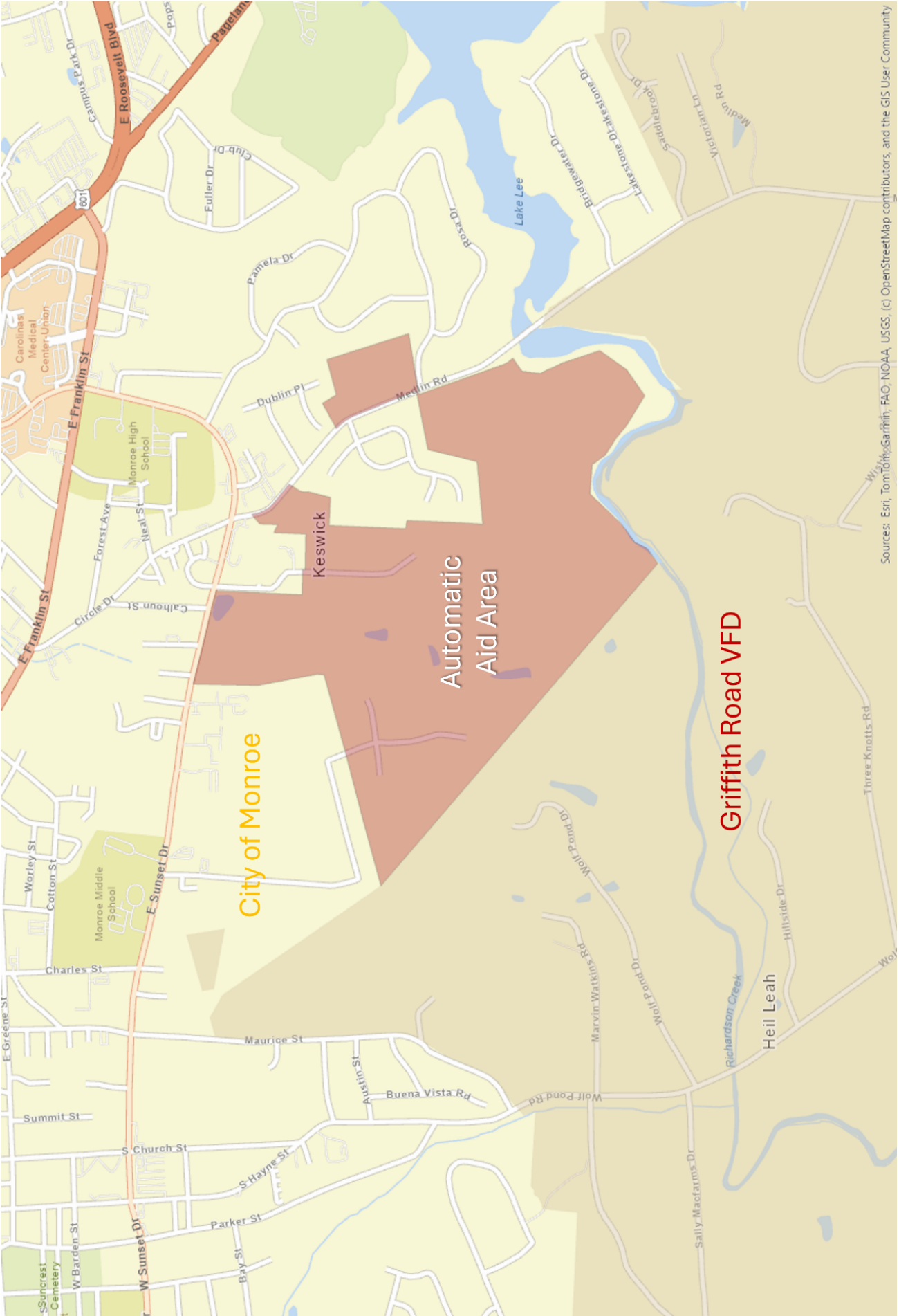
\_\_\_\_\_  
Fire Chief Signature

\_\_\_\_\_  
Manager / Board President

CITY OF MONROE FIRE DEPARTMENT (Auto Aid)

\_\_\_\_\_  
Fire Chief Signature

\_\_\_\_\_  
Manager / Board President



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community



## STAFF REPORT

**TO:** Public Safety Committee

**VIA:** Mark Watson, City Manager

**DATE:** September 18, 2025

**FROM:** Sarah McAllister, P.E., Engineering Director

**PREPARED BY:** Will Auret, P.E., Land Development Engineering Manager

**SUBJECT:** Reduced Conflict Intersections at US74, Morgan Mill Rd and Walkup Ave

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### SUMMARY STATEMENT

The Public Safety Committee is requested to consider support for a safety project along US Hwy 74 with two intersections at Morgan Mill Road and Walkup Ave.

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### REVIEW

On Friday, August 15, Engineering Director Sarah McAllister was contacted by the Division Planning Engineer Theo Ghitea about the possibility of pursuing a reduced conflict intersection project along US Hwy 74. NCDOT proposed submitting the project in P8 of the STIP.

NCDOT also provided a 5-year crash analysis for US 74 from NC200 to Sutherland Ave and there are pedestrian crashes including fatal along the corridor. The proposed project would provide pedestrian accommodations where none exist today.

There are currently no concept drawings for the project. If submitted in P8, the next step would be to have a feasibility study done. This would develop preliminary estimates for future volumes to evaluate what options would work.

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### RECOMMENDATION

Engineering staff recommends the Public Safety Committee support the RCI project along US Hwy 74.

Attachment:  
Email from Theo Ghitea, Division Planning  
Engineer

## Sarah McAllister

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**From:** Ghitea, Theo <tghitea@ncdot.gov>  
**Sent:** Friday, August 15, 2025 11:48 AM  
**To:** Sarah McAllister; Bjorn Hansen  
**Cc:** Epperson, Sean M  
**Subject:** P8 Project  
**Attachments:** M250221001\_CrashAnalysis.pdf

### This Message Is From an External Sender

This message came from outside your organization.

Report Suspicious

Sarah/Bjorn,

NCDOT is considering a project on US 74 between NC200/Morgan Mill and Walkup Ave to convert these intersections to RCIs and the project would provide pedestrian accommodations where none exist today. I have attached a 5-year crash analysis for US 74 from NC200 to Sutherland Ave and there are pedestrian crashes including fatal along the corridor. Do you support NCDOT submitting this project in P8?

Thank you,

**Theo Ghitea, PE**  
Division Planning Engineer  
Division 10  
North Carolina Department of Transportation

980-262-6292 office  
[tghitea@ncdot.gov](mailto:tghitea@ncdot.gov)



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Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.



## STAFF REPORT

**TO:** Public Safety Committee

**VIA:** Mark Watson, City Manager

**DATE:** September 18, 2025

**FROM:** Sarah McAllister, P.E., Engineering Director

**PREPARED BY:** Chad Splawn, Engineering Associate

**SUBJECT:** Ordinance to Amend Traffic Code – Chapter 75 – Traffic Schedules –  
Schedule II: Through Streets

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### **SUMMARY STATEMENT**

The Public Safety Committee is requested to consider an amendment to the City of Monroe Traffic Code – Chapter 75 - Schedule II: Through Streets with the addition of several streets.

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### **REVIEW**

The City of Monroe has accepted maintenance of a number of streets constructed in accordance with the City of Monroe Standard Specifications and Detail Manual. These streets are within the Woodlands Creek, Waverly and Alexander Commons neighborhoods and were accepted for maintenance in August 2025. The needed changes are reflected in the attached Ordinance Amendment (O-2025-48) amending the Traffic Schedules – Schedule II: Through Streets.

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### **RECOMMENDATION**

Staff recommends approval of the attached Ordinance Amendment (O-2025-48) amending Chapter 75 Traffic Schedules - Schedule II. Through Streets. If the Public Safety Committee is in agreement, the proposed amendment will be placed on the consent agenda for consideration by City Council at the next meeting on October 14, 2025.

Attachment:  
Ordinance (O-2025-48)

**ORDINANCE TO AMEND CITY OF MONROE CODE OF ORDINANCES  
 TITLE VII: TRAFFIC CODE  
 CHAPTER 75: TRAFFIC SCHEDULES  
 O-2025-48**

**BE IT ORDAINED** by the City of Monroe Council that Title VII: Traffic Code, Chapter 75 – Traffic Schedules, of the City of Monroe Code of Ordinances be amended as follows:

**SCHEDULE II. THROUGH STREETS**

**ADD:**

<b>Through Street</b>	<b>Stop Street</b>
Alexander Commons Drive	Rainmaker Drive
Waxhaw Highway	Alexander Commons Drive
Waverly Drive	Waverly Drive
Woodlands Creek Drive	Forest Alley (both ends) Katherine Taylor Court (both ends) Leah Elizabeth Lane (both ends)

Adopted this 14<sup>th</sup> day of October, 2025.

Attest:

\_\_\_\_\_  
Robert A. Burns, Mayor

\_\_\_\_\_  
Bridgette H. Robinson, City Clerk



**STAFF REPORT**

**TO:** Public Safety Committee

**VIA:** Mark Watson, City Manager

**DATE:** September 18, 2025

**FROM:** Sarah McAllister, Director of Engineering

**PREPARED BY:** Chad Splawn, Engineering Associate

**SUBJECT:** Ordinance to Amend Traffic Code – Chapter 75: Traffic Schedules  
Schedule I. Speed Limits (A) State Maintained Streets and (B) City  
Maintained Streets

**SUMMARY STATEMENT**

The Public Safety Committee is requested to consider amending Chapter 75: Traffic Schedules Schedule I: Speed Limits (A) State Maintained Streets to add Secrest Shortcut Road and (B) City Maintained Streets to add the remaining streets in the Woodlands Creek Neighborhood.

**REVIEW**

Secrest Shortcut Road is not currently listed in Chapter 75: Traffic Schedules, Schedule I. Speed Limits (A) State Maintained Streets. The attached Ordinance Amendment (O-2025-37) provides for adding two sections of Secrest Shortcut Road, one that is posted 35 mph and the other at 45 mph.

In addition, the City has also accepted maintenance of the remaining streets in the Woodlands Creek Neighborhood. The speed limit in the neighborhood is currently 25 mph and is marked at the entrance with a “Neighborhood” plaque mounted above the speed limit sign and an “Unless Otherwise Posted” plaque mounted below the speed limit sign per the neighborhood speed limit policy. The attached Ordinance Amendment (O-2025-37) adds the newly accepted streets to Chapter 75: Traffic Schedules, Schedule I. Speed Limits (B) City Maintained Streets.

**RECOMMENDATION**

Staff recommends adding Secrest Shortcut Road to Chapter 75: Traffic Schedules, Schedule I. Speed Limits (A) State Maintained Streets and adding the remaining streets in the Woodlands Creek Neighborhood to Chapter 75: Traffic Schedules, Schedule I. Speed Limits (B) City Maintained Streets as identified by Ordinance (O-2025-37). If the Public Safety Committee is in

agreement, the proposed amendment to the Traffic Schedules will be placed on the consent agenda for City Council approval on October 14, 2025.

Attachment:  
Ordinance (O-2025-37)

**AN ORDINANCE TO AMEND  
TITLE VII, CHAPTER 75  
OF THE CITY OF MONROE CODE OF ORDINANCES  
O-2025-37**

**BE IT ORDAINED** by the City of Monroe Council that Title VII: Traffic Code, Chapter 75 – Traffic Schedules of the City of Monroe Code of Ordinances is amended as follows:

**ADD**

**SCHEDULE I. (A) Speed Limits – State Maintained Streets**

Street Name	Description	Speed Limit
Secrest Shortcut Road	From West Roosevelt Boulevard to a point .10 miles Northwest of Kim Court	35
Secrest Shortcut Road	From a point .10 miles Northwest of Kim Court to the Northwestern corporate limits	45

**SCHEDULE I. (B) Speed Limits – City Maintained Streets**

Street Name	Description	Speed Limit
Forest Alley	Entire Length	25
Leah Elizabeth Lane	Entire Length	25
Woodlands Creek Drive	Entire Length	25

**DELETE**

**SCHEDULE I. (B) Speed Limits – City Maintained Streets**

Street Name	Description	Speed Limit
Woodlands Creek Drive	From Secrest Price Road to Watery Branch Alley Court and from Sara Margaret Drive to Watery Branch Alley	25

Adopted this 14<sup>th</sup> day of October, 2025.

\_\_\_\_\_  
Robert Burns, Mayor

ATTEST:

\_\_\_\_\_  
Bridgette H. Robinson, City Clerk



**STAFF REPORT**

**TO:** Public Safety Committee  
**VIA:** Mark Watson, City Manager  
**DATE:** September 18, 2025  
**FROM:** Sarah McAllister, P.E., Engineering Director  
**PREPARED BY:** Sarah McAllister, P.E., Engineering Director  
**SUBJECT:** Safe Streets and Roads for All (SS4A) Grant Agreement and Budget Amendment

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**SUMMARY STATEMENT**

Staff requests authorization of the City Manager to execute the grant agreement for a Safe Streets and Roads for All (SS4A) grant and approval of a budget amendment.

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**REVIEW**

Staff applied for a Safe Streets and Roads for All (SS4A) grant in 2023 that would be used to develop a comprehensive safety action plan focused on improving roadway safety for all users by reducing and eliminating serious injury and fatal crashes. The City of Monroe was awarded a grant in the amount of \$120,000 with a required match of 20% or \$30,000. The SS4A City of Monroe Grant Agreement is now ready for signatures. The grant agreement along with the current Terms and Conditions and associated Exhibits are attached for reference.

Engineering plans to utilize a consulting firm to develop a comprehensive safety study. The planned study will follow the Federal Highway Administration’s (FHWA) guidelines and will include inventory and analysis of both City and State-maintained roadways. Analysis will also include identification of relevant road users and stakeholder involvement. The process is anticipated to take 24 months to complete and per the terms of the agreement, all grant funds must be expended within five years after the grant agreement is executed and DOT obligates the funds. A budget amendment for \$120,000 is recommended to establish the revenue/expense for the grant. The City’s required match of \$30,000 was included in the fiscal year 2026 budget.

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## **RECOMMENDATION**

Staff recommends the Public Safety Committee recommend authorization of the City Manager to execute the SS4A City of Monroe Grant Agreement and approve Budget Amendment BA-2025-33. If the Public Safety Committee is in agreement, this item will be placed on the consent agenda for City Council approval on October 14, 2025.

Attachments:

SS4A Grant Agreement

USDOT General Terms and Conditions

USDOT Exhibits to FHWA Grant Agreements

Budget Amendment BA-2025-33

**1. Federal Award No.**

693JJ32540781

**2. Effective Date**

See No. 16 Below

**3. Assistance**

**Listings No.**  
20.939

**4. Award To**

City of Monroe  
300 W. Crowell Street  
Monroe, NC 28112

Unique Entity Id.: DW25GGH718G5

TIN No.: 56-6001289

**5. Sponsoring Office**

U.S. Department of Transportation  
Federal Highway Administration  
Office of Safety  
1200 New Jersey Avenue, SE  
HSSA-1, Mail Drop E71-117  
Washington, DC 20590

**6. Period of Performance**

Effective Date of Award – 24  
Months

**7. Total Amount**

Federal Share:	\$120,000
Recipient Share:	\$30,000
Other Federal Funds:	\$0
Other Funds:	\$0
Total:	\$150,000

**8. Type of Agreement**

Grant

**9. Authority**

Section 24112 of the Infrastructure Investment  
and Jobs Act (IIJA, Pub. L. 117–58, November  
15, 2021

**10. Procurement Request No.**

HSA240115PR

**11. Federal Funds Obligated**

\$120,000

**12. Submit Payment Requests To**

See Article 5.

**13. Accounting and Appropriations Data**

**5X0173E50.0000. 055SR10500. 5592000000.  
61006600**

**14. Description of the Project**

Develop a comprehensive safety study to identify current and future areas of focus to improve safety for all modes of transportation. This study will be used to create a city wide safety action plan.

**RECIPIENT**

**15. Signature of Person Authorized to Sign**

**FEDERAL HIGHWAY ADMINISTRATION**

**16. Signature of Agreement Officer**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name: Mark Watson

Title: City Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name: Hector R. Santamaria

Title: Agreement Office

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE  
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the City of Monroe (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the City of Monroe SS4A Action Plan.

The parties therefore agree to the following:

ARTICLE 1  
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program," dated March 17, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2  
APPLICATION, PROJECT, AND AWARD**

**2.1 Application.**

Application Title: City of Monroe SS4A Action Plan

Application Date: 7/3/2023

**2.2 Award Amount.**

SS4A Grant Amount: \$120,000

**2.3 Federal Obligation Information.**

Federal Obligation Type: Single

**2.4 Budget Period.**

Budget Period: See Block 6 of Page 1

**2.5 Grant Designation.**

Designation: Planning and Demonstration

**ARTICLE 3  
SUMMARY PROJECT INFORMATION**

**3.1 Summary of Project's Statement of Work.**

The project will be completed in one phase as follows:

The City of Monroe will develop a comprehensive safety study to address traffic safety and to reach the vision zero goal within the next 10 to 15 years.

The City of Monroe will utilize a consulting firm to develop a comprehensive safety study. The planned study will follow FHWA guidelines and will include inventory and analysis of both City and State-maintained roadways. Analysis will also include identification of relevant road users and stakeholder involvement. Stakeholders include the City of Monroe Fire, Police, Engineering, and Planning Departments, as well as NCDOT, CRTPO, and the community. Upon adoption of the plan, The City of Monroe will apply for SS4A implementation grants to fund identified safety projects.

**3.2 Project's Estimated Schedule.**

**Action Plan Schedule**

<b>Milestone</b>	<b>Schedule Date</b>
Planned NEPA Completion Date:	8/31/2026
Planned Draft Plan Completion Date:	12/31/2026
Planned Final Plan Completion Date:	3/31/2027
Planned Final Plan Adoption Date:	4/30/2027
Planned SS4A Final Report Date:	6/30/2027

### 3.3 Project's Estimated Costs.

#### (a) Eligible Project Costs

<b>Eligible Project Costs</b>	
SS4A Grant Amount:	\$120,000
Other Federal Funds:	[\$XXX]
State Funds:	[\$XXX]
Local Funds:	\$30,000
In-Kind Match:	[\$XXX]
Other Funds:	[\$XXX]
<b>Total Eligible Project Cost:</b>	<b>\$150,000</b>

#### (b) Reserved

#### (c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

## ARTICLE 4

### RECIPIENT INFORMATION

#### 4.1 Recipient Contact(s).

Lisa Kerner  
Grant Administrator  
City of Monroe  
300 W Crowell Street Monroe, NC 28111  
704-282-4573  
lkerner@monroenc.org

#### 4.2 Recipient Key Personnel.

<b>Name</b>	<b>Title or Position</b>
Bryson Hester	Transportation Planner

Name	Title or Position
Will Auret	Land Development Engineering Manager

### 4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager  
 Federal Highway Administration  
 Office of Safety  
 HSSA-1, Mail Stop: E71-117  
 1200 New Jersey Avenue, S.E.  
 Washington, DC 20590  
 202-366-2822  
[SS4A.FHWA@dot.gov](mailto:SS4A.FHWA@dot.gov)

and

Agreement Officer (AO)  
 Federal Highway Administration  
 Office of Acquisition and Grants Management  
 HCFA-33, Mail Stop E62-310  
 1200 New Jersey Avenue, S.E.  
 Washington, DC 20590  
[HCFASS4A@dot.gov](mailto:HCFASS4A@dot.gov)

and

Division Administrator – North Carolina  
 Agreement Officer’s Representative (AOR)  
 310 New Bern Avenue – Suite 410  
 Raleigh, NC 27601  
 919-856-4346  
[NorthCarolina.FHWA@dot.gov](mailto:NorthCarolina.FHWA@dot.gov)

and

Kevin Washington  
 North Carolina Division Office Lead Point of Contact  
 Competitive Grants Program Specialist  
 310 New Bern Avenue – Suite 410  
 Raleigh, NC 27601  
 919-747-7353  
[NorthCarolina.FHWA@dot.gov](mailto:NorthCarolina.FHWA@dot.gov)

## ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

### 5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

## SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

### 5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

**ARTICLE 6**  
**SPECIAL GRANT TERMS**

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

**ATTACHMENT A**  
**PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** Municipal limits of the City of Monroe

**Baseline Measurement Date:** 2/28/2025

**Baseline Report Date:** 9/30/2026

**Table 1: Performance Measure Table**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency and Reporting Deadline</b>
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

**ATTACHMENT B  
CHANGES FROM APPLICATION**

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" in Section 3.3 of the table.

**Scope:** N/A

**Schedule:** The schedule has been increased from the 12 months that was in the SF-424 to 24 months based on extent of grant activities.

**Budget:** N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
<b>Previously Incurred Costs (Non-Eligible Project Costs)</b>				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
<b>Future Eligible Project Costs</b>				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

**ATTACHMENT C**

[RESERVED]

**ATTACHMENT D**

[RESERVED]

**ATTACHMENT E  
LABOR AND WORKFORCE**

**1. Efforts to Support Good-Paying Jobs and Strong Labor Standards**

The Recipient states that rows marked with “X” in the following table align with the application:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
X	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

**2. Supporting Narrative.**

The City of Monroe is recognized by the National League of Cities and the US Dept. of Labor as a Good Jobs Great City. The City is recognized due to our employer engagement, community partnerships, and facilitation of livable wage job opportunities and training specifically targeting underemployed, long term unemployed and low to moderate income individuals. The City’s partners include South Piedmont Community College, NC Works, Centralina Workforce, and In UNiSON (Community Partner Organization) through our Monroe Work initiative encouraging on the job training, NC Certified apprenticeship, specialty training, and support services.

**ATTACHMENT F**  
**CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

**1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.**

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

**2. Supporting Narrative.**

N/A. This grant will not fund the purchase of Information Technology and/or Operational Technology.

**BUDGET AMENDMENT  
BA-2025-33**

1. Amendment necessary to appropriate funds for the Safe Streets and Roads for All grant to be used to develop a comprehensive safety action plan focused on improving roadway safety for all users by reducing and eliminating serious injury and fatal crashes.

General Fund:

Revenues:

Restricted Revenue	\$120,000
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Expenses:

Transportation	\$120,000
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Adopted this 14<sup>th</sup> day of October, 2025.

Attest:

---

Robert A. Burns, Mayor

---

Bridgette H. Robinson, City Clerk

**U.S. DEPARTMENT OF TRANSPORTATION**

**GENERAL TERMS AND CONDITIONS UNDER THE**  
**FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL (“SS4A”) GRANT**  
**PROGRAM:**  
**FHWA PROJECTS**

**Date: January 4, 2024**  
**Revised: October 1, 2024**  
**Revised: March 17, 2025**

## Table of Contents

<a href="#">Article 7 Purpose</a> .....	6
<a href="#">7.1 Purpose</a> .....	6
<a href="#">Article 8 USDOT Role</a> .....	6
<a href="#">8.1 Division of USDOT Responsibilities</a> .....	6
<a href="#">8.2 USDOT Program Contact</a> .....	7
<a href="#">Article 9 Recipient Role</a> .....	7
<a href="#">9.1 Statements on the Project</a> .....	7
<a href="#">9.2 Statements on Authority and Capacity</a> .....	7
<a href="#">9.3 USDOT Reliance</a> .....	8
<a href="#">9.4 Project Delivery</a> .....	8
<a href="#">9.5 Rights and Powers Affecting the Project</a> .....	8
<a href="#">9.6 Notification of Changes to Key Personnel</a> .....	8
<a href="#">Article 10 Award Amount, Obligation, and Time Periods</a> .....	9
<a href="#">10.1 Federal Award Amount</a> .....	9
<a href="#">10.2 Federal Obligations</a> .....	9
<a href="#">10.3 Budget Period</a> .....	10
<a href="#">10.4 Period of Performance</a> .....	10
<a href="#">Article 11 Statement of Work, Schedule, and Budget Changes</a> .....	11
<a href="#">11.1 Notification Requirement</a> .....	11
<a href="#">11.2 Statement of Work Changes</a> .....	11
<a href="#">11.3 Schedule Changes</a> .....	11
<a href="#">11.4 Budget Changes</a> .....	11
<a href="#">11.5 USDOT Acceptance of Changes</a> .....	12
<a href="#">Article 12 General Reporting Terms</a> .....	13
<a href="#">12.1 Report Submission</a> .....	13
<a href="#">12.2 Alternative Reporting Methods</a> .....	13
<a href="#">12.3 Paperwork Reduction Act Notice</a> .....	13
<a href="#">Article 13 Progress and Financial Reporting</a> .....	13
<a href="#">13.1 Quarterly Performance Progress Reports</a> .....	13
<a href="#">13.2 Quarterly Financial Status</a> .....	13
<a href="#">Article 14 Performance Reporting</a> .....	13
<a href="#">14.1 Baseline Performance Measurement</a> .....	13
<a href="#">14.2 SS4A Final Report</a> .....	14
14.3 Performance Measurement Information.....	14
14.4 Performance Reporting Survival.....	14
14.5 Program Evaluation.....	15
<a href="#">Article 15 Noncompliance and Remedies</a> .....	15
<a href="#">15.1 Noncompliance Determinations</a> .....	15
<a href="#">15.2 Remedies</a> .....	16
<a href="#">15.3 Other Oversight Entities</a> .....	16
<a href="#">Article 16 Agreement Termination</a> .....	16
<a href="#">16.1 USDOT Termination</a> .....	16
<a href="#">16.2 Closeout Termination</a> .....	17
<a href="#">16.3 Post-Termination Adjustments</a> .....	17
<a href="#">16.4 Non-Terminating Events</a> .....	17
<a href="#">16.5 Other Remedies</a> .....	18
<a href="#">Article 17 Monitoring, Financial Management, Controls, and Records</a> .....	18
<a href="#">17.1 Recipient Monitoring and Record Retention</a> .....	18

17.2	<a href="#">Financial Records and Audits</a> .....	18
17.3	<a href="#">Internal Controls</a> .....	19
17.4	<a href="#">USDOT Record Access</a> .....	19
Article 18	<a href="#">Contracting and Subawards</a> .....	19
18.1	<a href="#">Build America, Buy America</a> .....	19
18.2	<a href="#">Small and Disadvantaged Business Requirements</a> .....	21
18.3	<a href="#">Engineering and Design Services</a> .....	21
18.4	<a href="#">Foreign Market Restrictions</a> .....	22
18.5	<a href="#">Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment</a> .....	22
18.6	<a href="#">Recipient Responsibilities for Subawards</a> .....	22
18.7	<a href="#">Subaward and Contract Authorization</a> .....	22
Article 19	<a href="#">Costs, Payments, and Unexpended Funds</a> .....	23
19.1	<a href="#">Limitation of Federal Award Amount</a> .....	22
19.2	<a href="#">Projects Costs</a> .....	22
19.3	<a href="#">Timing of Project Costs</a> .....	23
19.4	<a href="#">Recipient Recovery of Federal Funds</a> .....	23
19.5	<a href="#">Unexpended Federal Funds</a> .....	23
19.6	<a href="#">Timing of Payments to the Recipient</a> .....	23
19.7	<a href="#">Payment Method</a> .....	23
19.8	<a href="#">Information Supporting Expenditures</a> .....	23
19.9	<a href="#">Reimbursement Frequency</a> .....	23
19.10	<a href="#">Match</a> .....	23
Article 20	<a href="#">Liquidation, Adjustments, and Funds Availability</a> .....	24
20.1	<a href="#">Liquidation of Recipient Obligations</a> .....	24
Article 21	<a href="#">Agreement Modifications</a> .....	24
21.1	<a href="#">Bilateral Amendments</a> .....	24
21.2	<a href="#">Unilateral Contact Modifications</a> .....	24
21.3	<a href="#">USDOT Unilateral Modifications</a> .....	24
21.4	<a href="#">Other Modifications</a> .....	24
Article 22	<a href="#">[RESERVED]</a> .....	26
22.1	<a href="#">[RESERVED]</a> .....	26
Article 23	<a href="#">[RESERVED]</a> .....	26
23.1	<a href="#">[RESERVED]</a> .....	26
Article 24	<a href="#">Federal Financial Assistance, Administrative, and National Policy Requirements</a> .....	25
24.1	<a href="#">Uniform Administrative Requirements for Federal Awards</a> .....	25
24.2	<a href="#">Federal Law and Public Policy Requirements</a> .....	25
24.3	<a href="#">Federal Freedom of Information Act</a> .....	25
24.4	<a href="#">History of Performance</a> .....	26
24.5	<a href="#">Whistleblower Protection</a> .....	26
24.6	<a href="#">External Award Terms and Obligations</a> .....	26
24.7	<a href="#">Incorporated Certifications</a> .....	26
Article 25	<a href="#">Assignment</a> .....	27
25.1	<a href="#">Assignment Prohibited</a> .....	27
Article 26	<a href="#">Waiver</a> .....	27
26.1	<a href="#">Waivers</a> .....	27
Article 27	<a href="#">Additional Terms and Conditions</a> .....	27
27.1	<a href="#">Effect of Planning and Demonstration or Implementation Award</a> .....	27
27.2	<a href="#">Disclaimer of Federal Liability</a> .....	27
27.3	<a href="#">Environmental Review</a> .....	27
27.4	<a href="#">Railroad Coordination</a> .....	30
27.5	<a href="#">Relocation and Real Property Acquisition</a> .....	30
27.6	<a href="#">Equipment Disposition</a> .....	30

<a href="#"><u>Article 28 Mandatory Award Information</u></a> .....	30
<a href="#"><u>28.1 Information Contained in a Federal Award</u></a> .....	30
<a href="#"><u>Article 29 Construction and Definitions</u></a> .....	31
<a href="#"><u>29.1 Attachments</u></a> .....	31
<a href="#"><u>29.2 Exhibits</u></a> .....	31
<a href="#"><u>29.3 Construction</u></a> .....	31
<a href="#"><u>29.4 Integration</u></a> .....	30
<a href="#"><u>29.5 Definitions</u></a> .....	30
<a href="#"><u>Article 30 Agreement Execution and Effective Date</u></a> .....	31
<a href="#"><u>30.1 Counterparts</u></a> .....	31
<a href="#"><u>30.2 Effective Date</u></a> .....	31

## Index of Definitions

Administering Operating Administration .....	7
Environmental Review Entity .....	28
Federal Share .....	12
FHWA .....	7
NOFO .....	6
OMB .....	13
Program Statute .....	31
Project .....	22
Project Closeout .....	18
SS4A Grant .....	31
USDOT .....	6

## GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (IIJA; Pub. L. 117–58, November 15, 2021) established the Safe Streets and Roads for All (the “SS4A”) Discretionary Grant Program (IIJA Section 24112) and appropriated funds to the United States Department of Transportation (the “USDOT”) under Division J, Title VIII of IIJA to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives.

The USDOT published a Notice of Funding Opportunity (the “NOFO”) to solicit applications for Federal financial assistance in Fiscal Year 2023 for the SS4A Discretionary Grant Program (88 Fed. Reg. 22090, April 12, 2023).

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2023 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through F are project-specific attachments.

### ARTICLE 7 PURPOSE

**7.1 Purpose.** The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

### ARTICLE 8 USDOT ROLE

**8.1 Division of USDOT Responsibilities.**

- (a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT’s administration of the SS4A Grant Program.
- (b) The Federal Highway Administration (the “FHWA”) will administer this grant agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FHWA.

## **8.2 USDOT Program Contact.**

Safe Streets and Roads for All  
Federal Highway Administration  
Office of Safety  
1200 New Jersey Avenue SE  
HSSA-1, Mail Drop E71-117  
Washington, DC 20590  
SS4A.FHWA@dot.gov  
(202) 366-2822

## **ARTICLE 9 RECIPIENT ROLE**

### **9.1 Statements on the Project.** The Recipient states that:

- (1) all material statements of fact in the Grant Application were accurate when that application was submitted; and
- (2) Attachment B documents all material changes in the information contained in that application.

### **9.2 Statements on Authority and Capacity.** The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction; if applicable;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the "Total Eligible Project Cost" and the "SS4A Grant Amount" listed in section 3.3 are committed to fund the Project;
- (5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 24.7 on behalf of the Recipient.

**9.3 USDOT Reliance.** The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

**9.4 Project Delivery.**

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.
- (c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.
- (d) The Recipient shall provide access to records as provided at 2 C.F.R. 200.337.

**9.5 Rights and Powers Affecting the Project.**

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

**9.6 Notification of Changes to Key Personnel.** The Recipient shall notify all USDOT representatives who are identified in Section 4.3 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.2.

**ARTICLE 10**  
**AWARD AMOUNT, OBLIGATION, AND TIME PERIODS**

**10.1 Federal Award Amount** The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in section 2.2 as the SS4A Grant Amount.

**10.2 Federal Obligations.**

This agreement obligates funds for the period of performance listed on Page 1, Block 6 of the grant agreement.

(a) If the Federal Obligation Type identified in section 2.3 is “Single,” then the project-specific agreement obligates for the budget period the amount listed in section 2.2. as the Grant Amount and sections 10.2 (c)–10.2(f) do not apply to the project specific agreement.

(b) If the Federal Obligation Type identified in section 2.3 is “Multiple,” (for phased agreements) then an amount up to the Grant Amount listed in section 2.2 will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 10.2(c)–10.2(f).

(c) The Obligation Condition Table in section 2.3 allocates the Grant funds among separate phases of the Project for the purpose of the Federal obligation of funds. The scope of each phase of the Project that is identified in that table is described in section 2.3.

(d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table does not list an obligation condition.

(e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only by modifying the project specific agreement under section 21.

(f) For each portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, the amount allocated in that table to that portion of the Project will be obligated if the condition is met not later than the date listed in Section 2.4 of the project-specific agreement.

(g) For any portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, if the obligation condition is satisfied, the parties amend this agreement documenting that:

(1) the FHWA determines that the obligation condition listed in that table for that portion of the Project is satisfied; and

(2) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied.

(h) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f).

(i) Reserved.

(j) The Recipient acknowledges that:

(1) the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f);

(2) any portion of the Grant that is not obligated under this section 10.2 by the budget period end date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the FHWA may consider the failure to obligate funds by the budget period end date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 16.

### **10.3 Budget Period**

The budget period for this award begins on the effective date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

### **10.4 Period of Performance.**

(a) The period of performance for this award begins on the effective date of award listed in page 1 item 2 and ends on the period of performance end date that is listed in Page 1, Block 6.

(b) In this agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

**ARTICLE 11**  
**STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES**

- 11.1 Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 4.4 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient’s plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.
- 11.2 Statement of Work Changes.** If the Project’s activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.
- 11.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant dates:
- (1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient’s estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or
  - (2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6. (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phases, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements).

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

**11.4 Budget Changes.**

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
  - (1) that increase does not affect the Recipient’s obligation under this agreement to complete the Project; and
  - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project’s budget to the amounts listed in section 3.3:
  - (1) the “Non-Federal Funds” amount decreases; or

- (2) the “Total Eligible Project Cost” amount decreases.
- (c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.
- (d) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs.
- (e) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4(d) or the USDOT does not accept the Recipient’s proposal under section 11.4(d), then:
  - (1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs; and
  - (2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, “**Federal Share**” means the sum of the “SS4A Grant Amount” and the “Other Federal Funds” amounts that are listed in section 3.3(a).

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

**11.5 USDOT Acceptance of Changes.** The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

## ARTICLE 12 GENERAL REPORTING TERMS

- 12.1 Report Submission.** The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.4. Reports will be added to a central repository maintained by FHWA.
- 12.2 Alternative Reporting Methods.** FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.
- 12.3 Paperwork Reduction Act Notice.**

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

## ARTICLE 13 PROGRESS AND FINANCIAL REPORTING

- 13.1 Quarterly Performance Progress Reports.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20<sup>th</sup>, April 20<sup>th</sup>, July 20<sup>th</sup>, and October 20<sup>th</sup>) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Performance Progress Report in the format and with the content described in Exhibit C. If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Performance Progress Report in the second calendar year quarter that begins after the date of this agreement.
- 13.2 Quarterly Financial Status.** Quarterly, on or before the 20<sup>th</sup> day of the first month of each calendar year (e.g., reports due on or before January 20<sup>th</sup>, April 20<sup>th</sup>, July 20<sup>th</sup>, and October 20<sup>th</sup>) and until the end of the period of performance, the Recipient shall submit a Federal Financial Report using SF-425.

## ARTICLE 14 PERFORMANCE REPORTING

- 14.1 Baseline Performance Measurement.** Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities shall:
- (1) collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and

- (2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

**14.2 SS4A Final Report:** The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report in the format specified by FHWA and with the content described in Attachment A that describes, consistent with sections 24112(g)-(h) of IIA:

- (1) the costs of each eligible project and strategy carried out using the grant;
- (2) the roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as—
  - identified in the grant application; and
  - measured by data to the maximum extent practicable; and
- (3) [RESERVED]
- (4) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

### **14.3 Performance Measurement Information.**

For each performance measure identified to be submitted annually in the Performance Measure Table in Attachment A, not later than January 31 of each year, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

### **14.4 Performance Reporting Survival.**

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

### **14.5 Program Evaluation.**

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant

recipients, before/after photographs of the sites, qualitative activities such as videos describing the project and its impact on the community, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

## **ARTICLE 15 NONCOMPLIANCE AND REMEDIES**

### **15.1 Noncompliance Determinations.**

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
  - (1) accept the remedy;
  - (2) acknowledge the noncompliance, but propose an alternative remedy; or
  - (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The USDOT may make a final determination of noncompliance only:
  - (1) after considering the Recipient's response under section 15.1(b); or
  - (2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the basis for that determination.

## **15.2 Remedies.**

- (a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:
  - (1) additional conditions on the award;
  - (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
  - (3) any other remedy legally available.
- (b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

## **15.3 Other Oversight Entities.**

Nothing in this article 15 limits any party’s authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

## **ARTICLE 16 AGREEMENT TERMINATION**

### **16.1 USDOT Termination.**

- (a) The USDOT may terminate this agreement and all its obligations under this agreement if any of the following occurs:

- (1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.3(a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
  - (2) a construction start date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
  - (3) a substantial completion date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
  - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
  - (5) the USDOT determines that termination of this agreement is in the public interest.
  - (6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
  - (c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.
  - (d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

## **16.2 Closeout Termination.**

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

**16.3 Post-Termination Adjustments.** The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT's authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

## **16.4 Non-Terminating Events.**

- (a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient's obligations under this agreement.

- (b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient’s obligations under this agreement.

**16.5 Other Remedies.** The termination authority under this article 16 supplements and does not limit the USDOT’s remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

## **ARTICLE 17**

### **MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS**

#### **17.1 Recipient Monitoring and Record Retention.**

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
  - (1) that those activities comply with this agreement; and
  - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

#### **17.2 Financial Records and Audits.**

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the project, and the amount or nature of that portion of the cost of the project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2023 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
  - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including “FY 2023” in the program name; and

- (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2023” in column c (“Additional Award Identification”).

**17.3 Internal Controls.** The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

**17.4 USDOT Record Access.** The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

## **ARTICLE 18 CONTRACTING AND SUBAWARDS**

**18.1 Build America, Buy America.** This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), 2 CFR part 184, and Office of Management and Budget (OMB) Memorandum M-24-02, “Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

### *Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.*

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

### *Inapplicability.*

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure

project but are not an integral part of the structure or permanently affixed to the infrastructure project.

#### *Waivers.*

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

#### *Definitions*

“Construction materials” means articles, materials, or supplies—that consist of only one of the items listed below in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent that one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material:

- (1) The listed Items are:
  - non-ferrous metals;
  - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
  - glass (including optic glass);
  - fiber optic cable (including drop cable)
  - optical fiber;

- lumber;
- engineered wood; and
- drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“Manufactured products” means:

(1) Articles, materials, or supplies that have been: (i) Processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forging utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“**Project**” means temporary or permanent construction, alteration, maintenance, or repair of infrastructure in the United States.

“Section 70917(c) materials” cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

**18.2 Small and Disadvantaged Business Requirements.** The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 including any amendments thereto.

**18.3 Engineering and Design Services.** The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering,

surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

- 18.4 Foreign Market Restrictions.** The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.
- 18.6 Recipient Responsibilities for Subawards.** If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.
- 18.7 Subaward and Contract Authorization.** If the USDOT Office for Subaward Authorization identified in section 5.1 is “FHWA Office of Acquisition and Grants Management,” then the Recipient must follow the requirements in 2 C.F.R. 200.308 (f)(6) and 2 C.F.R. 200.333, as applicable, for the subaward of any SS4A Grant work under the Project-Specific Agreement. Approvals under 2 CFR 200.308(f)(6) do not apply to the procurement acquisition of goods and services.

## **ARTICLE 19 COSTS, PAYMENTS, AND UNEXPENDED FUNDS**

- 19.1 Limitation of Federal Award Amount.** Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.
- 19.2 Projects Costs.** This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

### **19.3 Timing of Project Costs.**

(a) The Recipient shall not charge to this award costs that are incurred after the period of performance.

(b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement, unless there has been an approval of pre-award costs under 2 C.F.R. 200.458.

**19.4 Recipient Recovery of Federal Funds.** The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

**19.5 Unexpended Federal Funds.** Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

**19.6 Timing of Payments to the Recipient.** When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

**19.7 Payment Method.** The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

### **19.8 Information Supporting Expenditures**

(a) If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

**19.9 Reimbursement Frequency.** If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then the Recipient shall not request reimbursement more frequently than monthly.

**19.10 Match.** The recipient should show on each request for reimbursement that at least 20 percent of the incurred costs will count towards match. If the recipient intends to vary the match percentage over the life of the project, it must communicate its plan to

USDOT. The recipient is responsible for tracking match according to the plan. At the completion of the grant award, the cost share requirement must be met, and Federal funds must not exceed the project's Federal share.

## **ARTICLE 20 LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY**

### **20.1 Liquidation of Recipient Obligations.**

- (a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.
- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

## **ARTICLE 21 AGREEMENT MODIFICATIONS**

**21.1 Bilateral Amendments.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

### **21.2 Unilateral Contact Modifications.**

- (a) The USDOT may update the contacts who are listed in sections 4.4 by written notice to all of the Recipient contacts who are listed in section 4.3.

### **21.3 USDOT Unilateral Modifications.**

- (a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
- (b) To unilaterally modify this agreement under this section 21.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

**21.4 Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, or 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

**ARTICLE 22  
[RESERVED]**

**ARTICLE 23  
[RESERVED]**

**ARTICLE 24  
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL  
POLICY REQUIREMENTS**

**24.1 Uniform Administrative Requirements for Federal Awards.** The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

**24.2 Federal Law and Public Policy Requirements.**

- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.
- (b) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
- (c) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.
- (d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

**24.3 Federal Freedom of Information Act.**

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

**24.4 History of Performance.** Under 2 C.F.R 200.206, any Federal agency may consider the Recipient’s performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

**24.5 Whistleblower Protection.**

- (a) The Recipient acknowledges that it is a “grantee” within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

**24.6 External Award Terms and Obligations.**

- (a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:
  - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
  - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
  - (3) 2 C.F.R part 175: Award Term for Trafficking in Persons; and
  - (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- (b) The Recipient shall comply with:
  - (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
  - (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
  - (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
  - (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

**24.7 Incorporated Certifications.** The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

## **ARTICLE 25 ASSIGNMENT**

**25.1 Assignment Prohibited.** The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

## **ARTICLE 26 WAIVER**

### **26.1 Waivers.**

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.
- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.
- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

## **ARTICLE 27 ADDITIONAL TERMS AND CONDITIONS**

**27.1 Effect of Planning and Demonstration or Implementation Award.** Based on information that the Recipient provided to the USDOT, including the Grant Application, as indicated in section 2.5, this agreement designates this award as a Planning and Demonstration award or an Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation as listed in the FY 2023 Notice of Funding Opportunity for Safe Streets and Roads for All.

**27.2 Disclaimer of Federal Liability.** The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

### **27.3 Environmental Review**

- (a) In this section, “**Environmental Review Entity**” means:

- (1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and
  - (2) for all other cases, the FHWA.
- (b) Except as authorized under section 27.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:
- (1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and
  - (2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.
- (c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).
- (d) The Recipient acknowledges that:
- (1) the Environmental Review Entity's actions under section 27.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
  - (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:
- (1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or
  - (2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

**27.4 Railroad Coordination.** If the agreement includes one or more milestones identified as a “Railroad Coordination Agreement,” then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad’s right-of-way.

**27.5 Relocation and Real Property Acquisition.**

- (a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, comparable replacement dwellings in accordance with 49 C.F.R. part 24.

**27.6 Equipment Disposition.**

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.310–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section (27.6) for all tiers of subawards under this award.

**ARTICLE 28  
MANDATORY AWARD INFORMATION**

**28.1 Information Contained in a Federal Award.** For 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 30.2;
- (2) the “Assistance Listings Number” is 20.939 and the “Assistance Listings Title” is “Safe Streets and Roads for All Grant Program”; and
- (3) this award is not for research and development.

**ARTICLE 29  
CONSTRUCTION AND DEFINITIONS**

**29.1 Attachments.** This agreement includes the following attachments as integral parts unless Attachment D is not required for certain Grants:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	[RESERVED]
Attachment D	[RESERVED]
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience

**29.2 Exhibits.** The following exhibits, which are in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2023 SS4A Grant Program”, dated March 17, 2025 and available at <https://www.transportation.gov/grants/ss4a/grant-agreements>, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Performance Progress Reports: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

**29.3 Construction.** If a provision in the exhibits or the attachments conflicts with a provision in articles 1–2830, then the provision in articles 1–2830 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

**29.4 Integration.** This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

**29.5 Definitions.** In this agreement, the following definitions apply:

“**Program Statute**” means the IIA section 24112 and statutory text under the heading “Safe Streets and Roads for All Grants” in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement.

“**SS4A Grant**” means an award of funds that were made available under the SS4A NOFO.

“**Grant Application**” means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

**ARTICLE 30**  
**AGREEMENT EXECUTION AND EFFECTIVE DATE**

- 30.1 Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.
- 30.2 Effective Date.** The agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT’s authorized representative signs it.

**U.S. DEPARTMENT OF TRANSPORTATION**  
**EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE**  
**FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT**  
**PROGRAM**

**January 4, 2024**  
Revised: March 17, 2025

**EXHIBIT A**  
**APPLICABLE FEDERAL LAWS AND REGULATIONS**

By entering into this agreement for a FY 2023 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

**General Federal Legislation**

- a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- m. American Indian Religious Freedom Act, P.L. 95-341, as amended
- n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101 -1104, 541, et seq.
- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and

- Financial Transactions – 31 U.S.C. 1352
- ee. Freedom of Information Act – 5 U.S.C. 552, as amended
  - ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
  - gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
  - hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
  - ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
  - jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
  - kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
  - ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
  - mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
  - nn. Wilderness Act – 16 U.S.C. 1131-1136
  - oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
  - pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
  - qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
  - rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
  - ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232
  - tt. Bringing in and harboring certain aliens – 8 U.S.C. 1324
  - uu. Aiding or assisting certain aliens to enter – 8 U.S.C. 1327

### **Executive Orders**

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12549 – Debarment and Suspension
- e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- f. Executive Order 14025 – Worker Organizing and Empowerment
- g. Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
- h. Executive Order 14154, Unleashing American Energy
- i. Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
- j. Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- k. Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

### **Presidential Policy Directives and Memorandums**

- a. Presidential Policy Directive 21 – Critical Infrastructure Security and Resilience
- b. National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Systems

## **General Federal Regulations**

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21, including any amendments thereto
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26, including any amendments thereto (as applicable under section 18.3 of this agreement)

## **Office of Management and Budget Circulars**

- a. Any applicable OMB Circular based upon the specific FY 2023 Safe Streets and Roads for All Grant Recipient.

## **Highway Federal Legislation**

- a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111

- b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- d. Efficient Environmental Reviews - 23 U.S.C. 139
- e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

**Federal Highway Regulations**

- a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- b. National Highway System Design Standards – 23 C.F.R. Part 625
- c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
- d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- e. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- f. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
- g. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2023 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

**EXHIBIT B  
ADDITIONAL STANDARD TERMS**

**TERM B.1  
TITLE VI ASSURANCE  
(Implementing Title VI of the Civil Rights Act of 1964, as amended)**

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED  
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL  
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37, and 38

**The United States Department of Transportation (USDOT)**

**Standard Title VI/Non-Discrimination Assurances**

**DOT Order No. 1050.2A**

By signing and submitting the Technical Application and by entering into this agreement under the FY 2023 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

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

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

## **General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.*

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

## **Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2023 SS4A grant program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. Part 21, including any amendments thereto, will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2023 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer

of real property, structures, use, or improvements thereon or interest therein to a Recipient.

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

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely,

complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2023 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2023 SS4A grant program.

## APPENDIX A

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

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

the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

**NOW, THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), 49 U.S.C. § 6702, the Regulations for the Administration of FY 2023 SS4A grant program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

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

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

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

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

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

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

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

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

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

## APPENDIX E

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

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

### **TERM B.2**

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

#### **2 C.F.R. Parts 180 and 1200**

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements,

consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2023SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2023 SS4A Grant, as set out below.

### **1. Instructions for Certification – First Tier Participants:**

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “civil judgment,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**TERM B.3**  
**REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY**  
**CONVICTION UNDER ANY FEDERAL LAW**

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “**SAM**”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition. If:**

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and
- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

**TERM B.4**  
**RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING**

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

- (1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
  - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
  - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

**EXHIBIT C**  
**QUARTERLY PERFORMANCE PROGRESS REPORTS:**  
**FORMAT AND CONTENT**

**1. Purpose.** The purpose of the Quarterly Performance Progress Reports under this agreement for the FY 2023 SS4A grant program is to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

**2. Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. The first Quarterly Performance Progress Report should include a detailed description of the items funded.

**(a) Project Information.** This section provides the name of the project, the State, the federal agency to which the report is submitted, submission date, award number, name of the recipient, report year and quarter and NOFO funding year.

**(b) Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any significant activities and issues, action items and outstanding issues.

**i. Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable IJA or NOFO requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

**ii. Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

**(c) Milestones.** This section documents progress of the milestones outlined in Section 3.2. The Recipient should include the baseline date (when the project is projected to begin) of each milestone, amendments to those dates (if applicable) and the actual/expected date of completion. There are Milestone charts for action plans, supplemental planning activities, demonstration activity projects and implementation (both construction and non-construction) projects.

**EXHIBIT D  
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS**

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the “**Agreement**”).

This instrument obligates **[\$XXX]** for **[insert portion of project listed in the Agreement]**.

**[Recipient name]** states that:

- (1) the Agreement accurately describe the Project’s activities;
- (2) for each completion date listed in the Agreement, the Recipient’s estimate for that milestone is not more than six months after the date listed in the Agreement;
- (3) comparing the Project’s current budget with the amounts listed in the Agreement, the “Non-Federal Funds” amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

**[Recipient name]** acknowledges that USDOT is acting in reliance on the Recipient’s statements above.

By:

Date

Signature of Recipient’s Authorized Representative

**[insert name]**

Name

**[insert title]**

Title

The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

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Date	By:	Signature of USDOT's Authorized Representative
		<b>[insert name]</b>
		Name
		<b>[insert title]</b>
		Title



**STAFF REPORT**

**TO:** Public Safety Committee  
**VIA:** Mark Watson, City Manager  
**DATE:** September 18, 2025  
**FROM:** Sarah McAllister, P.E., Engineering Director  
**PREPARED BY:** Chad Splawn, Engineering Associate  
**SUBJECT:** Interlocal Agreement – Hornyak Drive

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**SUMMARY STATEMENT**

The Public Safety Committee is requested to consider recommending City Council enter into an interlocal agreement with the Town of Unionville to allow the City of Monroe to accept a two hundred and sixty-eight-foot section of Hornyak Drive located within the town limits of Unionville for maintenance.

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**REVIEW**

Engineering Staff has been working with City legal and Town of Unionville staff to enter into an interlocal agreement that allows the City of Monroe to accept a portion of Hornyak Drive for public maintenance. This will allow the City of Monroe to maintain this portion of Hornyak Drive and provide consistent service to the residents of the Stratford Subdivision. It is understood that Powell Bill funds will not be allowed to be used for maintenance on this portion of Hornyak Drive located within Unionville.

The interlocal agreement is attached along with Resolution (R-2025-46) authorizing the City Manager to execute the agreement.

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## **RECOMMENDATION**

Staff recommends approval of the Resolution (R-2025-46) endorsing the Interlocal Agreement with the Town of Unionville and authorization of the City Manager to execute the agreement. If the Public Safety Committee is in agreement, the Resolution (R-2025-46) endorsing the Interlocal Agreement and authorization of the City Manager will be placed on the October 14<sup>th</sup> consent agenda for approval.

### Attachments:

Resolution Endorsing Interlocal Agreement (R-2025-46)

Interlocal Agreement with the Town of Unionville

Map Of Hornyak Drive

**RESOLUTION ENDORSING INTERLOCAL AGREEMENT  
FOR ACCEPTANCE OF A PORTION OF HORNYAK DRIVE  
R-2025-46**

**WHEREAS**, all roads and streets within the Stratford Subdivision are located within the city limits of Monroe and have been constructed to City of Monroe standards and are proposed to be dedicated to the City of Monroe for maintenance and use as public streets; and,

**WHEREAS**, one of the entrances to the subdivision is Hornyak Drive which is located on Ridge Road outside the city limits of Monroe within the town limits of Unionville; and,

**WHEREAS**, the developer of Stratford Subdivision desires to dedicate a two hundred- and sixty-eight-foot section of Hornyak Drive to the City of Monroe for maintenance and use as a public street; and,

**WHEREAS**, The City of Monroe and the Town of Unionville desire to enter into an interlocal agreement with the Town of Unionville relinquishing construction, control, and maintenance of this two hundred- and sixty-eight-foot section of Hornyak Drive to the City of Monroe; and,

**WHEREAS**, The City of Monroe has determined that it is in the best interest of the residents of Stratford subdivision, the citizens of the City of Monroe, and the public in general to include the dedication of Hornyak Drive located at the entrance to the subdivision for public maintained to the same standards as the other streets in the Stratford subdivision.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of Monroe endorses the Interlocal Agreement with the Town of Unionville for the City of Monroe to accept the two hundred- and sixty-eight-foot section of Hornyak Drive for maintenance and public use and authorizes the City Manager to execute the agreement.

Adopted this 14th day of October, 2025.

Attest:

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Mayor Robert Burns

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Bridgette Robinson, City Clerk

NORTH CAROLINA

AGREEMENT

UNION COUNTY

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is made and entered into this the Effective Date, defined herein, by and between CITY OF MONROE, a North Carolina municipal corporation, located at 300 W. Crowell Street, Monroe, North Carolina 28112 (hereinafter “City”) and the TOWN OF UNIONVILLE, a North Carolina municipal corporation, located at 1102 Unionville Church Road, Monroe, North Carolina 28110 (hereinafter “Town”) (each a “Party” and collectively, the “Parties”).

### RECITALS

**WHEREAS**, In 2007, the City of Monroe approved a two hundred and seven home subdivision known as Stratford which was annexed into the City at the time; and

**WHEREAS**, The subdivision plans were finally approved in 2016 and construction began in 2017; and

**WHEREAS**, All roads and streets within the Stratford Subdivision are located within the city limits of the City and have been constructed and are proposed to be dedicated to the City for maintenance and use as public streets; and

**WHEREAS**, One of the entrances to the subdivision is Hornyak Drive which is located on Ridge Road outside the city limits of the City within the town limits of the Town, owned by developer, LGI Homes-NC, LLC, and identified as tax parcel number 08-270-010D; and

**WHEREAS**, the developer of Stratford Subdivisions desires to dedicate a two hundred and sixty eight foot section of the Hornyak Drive entrance to the subdivision off Ridge Road outside the City for public use and maintenance as a public street; and

**WHEREAS**, North Carolina Department of Transportation has determined that the entrance to the subdivision identified above does not meet their criteria for public acceptance as a state maintained road and has declined to accept the dedication; and

**WHEREAS**, The City of Monroe has determined that it is in the best interest of the residents of Stratford Subdivision, the citizens of the City, and the public in general to include the dedication of Hornyak Drive located at the entrance to the

subdivision for public use and maintained at to the same standards as the other subdivision streets; and

**WHEREAS**, Since the entrance is not located with the City's limits, it does not have the authority to accept dedication and maintenance of the subdivision entrance portion of Hornyak Drive; and

**WHEREAS**, It is in the best interest of the citizens of the City and the Town as well as the public in general for the portion of Hornyak Drive being the entrance road to the subdivision located within the town limits of the Town of Unionville be developed and maintained to the same standards as the other subdivision streets located within the city limits of the City; and

**WHEREAS**, City is willing to accept and the Town is willing to relinquish construction, control, and maintenance of Hornyak Drive to the City for all purposes necessary; and

**WHEREAS**, units of local government are authorized to exercise jointly various powers and functions through interlocal cooperation pursuant to Article 20, Chapter 160A of the North Carolina General Statutes; and

**WHEREAS**, City and Town desire to enter into this Agreement to carry out the intent and purposes expressed in this Agreement according to its terms.

**NOW, THEREFORE**, for and in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby covenant and agree as follows:

## **ARTICLE I Recitals and Effective Date**

**1.1 Recitals.** The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by reference.

**1.2 Effective Date.** This Agreement shall become effective on the date when the last Party has signed this Agreement by an authorized representative (the "Effective Date").

## **ARTICLE II Purpose**

**2.1 Purpose.** The purpose of this Agreement is for the Town to relinquish its authority over the dedication, permitting, construction, and maintenance of Hornyak Drive located within the Town to the City for the purpose of accepting, use, and maintenance of Hornyak Drive for use as a public maintained road.

### **Article III Term and Termination**

**3.1 Term and Termination.** The term of this Agreement shall commence upon the Effective Date and continue for the period of forty (40) years and renewable thereafter as provided by law. This Agreement may be terminated by either Party upon at least six months' prior written notice to the other Party, if North Carolina DOT or the Town decide to assume the entrance portion outside the City as a state maintained road.

### **Article IV Services Furnished**

**4.1** Upon the Effective Date of this Interlocal Agreement, the City shall assume full authority including acceptance of dedication, permitting, maintenance, use, funding, and liability for the foregoing for that portion of Hornyak Drive located within the town limits of the Town consistent with the same standards and use as the portion of Stratford Subdivision located with the city limits of the City.

**4.2** Upon the Effective Date of this Interlocal Agreement, the Town hereby relinquishes and assigns to the City all of its authority and responsibilities for dedication, construction, and maintenance for that portion of Hornyak Drive located within the town limits of the Town.

### **Article V Funding**

**5.1** The City hereby accepts full responsibility for any public funding required for maintenance and use of Hornyak Drive as a public maintained street in keeping with City policies regarding use and maintenance of other City streets located within the City.

### **Article VI Miscellaneous Provisions**

**6.1 Personnel and Property.** At all times under this Agreement,

employees of City performing services hereunder shall remain employees of City. All property used in City's performance of the services set forth in this Agreement shall be considered property of City at all times and not property of the Town.

**6.2 Comprehension of Document and Mutuality in Drafting.** The Parties, intending to be legally bound, apply their signatures voluntarily and with full understanding of the contents of this Agreement. The Parties acknowledge that this Agreement was mutually drafted by each of the Parties and there is no presumption against any Party as the drafter of the Agreement.

**6.3 Governing Law/Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina. Exclusive venue for any disputes arising hereunder is conferred upon the General Courts of Justice of the State of North Carolina sitting in Union County, North Carolina.

**6.4 Amendment.** This Agreement may be amended in writing as duly authorized by the governing boards of both City and Town upon execution by the authorized officials of both Parties.

**6.5 Entire Agreement.** This Agreement contains the entire agreement between the Parties regarding the subject matter hereof.

**6.6 Severability.** The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the Parties shall endeavor in good faith to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as practicable to that of the invalid, illegal or unenforceable provisions.

**6.7 Assignment.** Neither Party shall assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other, which consent may not be unreasonably withheld, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

**6.8 Counterparts.** This Agreement may be executed in separate counterparts, with each counterpart deemed to be an original having the full force and effect thereof.

[SIGNATURE BLOCKS APPEAR ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, each of the parties to this Agreement has caused the same to be executed in the day and year first above written.

ATTEST:

CITY OF MONROE

\_\_\_\_\_  
Bridgette H. Robinson, City Clerk

BY: \_\_\_\_\_  
William M. Watson, City Manager

(seal)

ATTEST:

TOWN OF UNIONVILLE

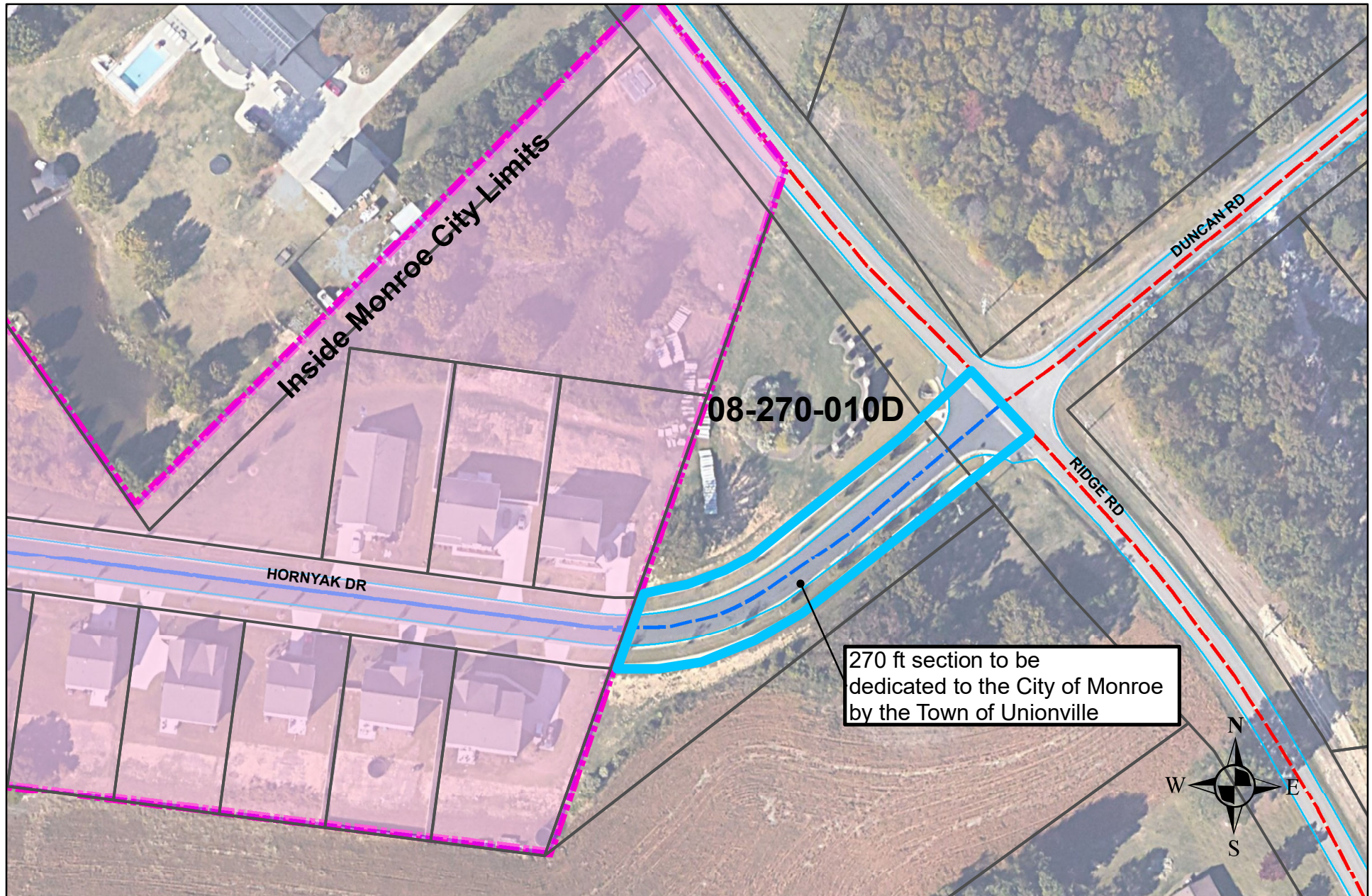
  
\_\_\_\_\_  
Sonya W. Gaddy, Town Clerk

BY:   
\_\_\_\_\_  
Randy K. Baucom, Mayor

(seal)



# Section of Hornyak Drive per Interlocal Agreement with City of Monroe and Town of Unionville





**STAFF REPORT**

**TO:** Public Safety Committee  
**VIA:** Mark Watson, City Manager  
**DATE:** September 18, 2025  
**FROM:** Sarah McAllister, P.E., Engineering Director  
**PREPARED BY:** Sarah McAllister, P.E., Engineering Director  
**SUBJECT:** Request to Award the Purchase of a Mini-Excavator

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**SUMMARY STATEMENT**

The Public Safety Committee is requested to consider information related to the purchase of a mini-excavator with associated attachments for the Engineering Department – Street Division.

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**REVIEW**

The Engineering Department – Street Division has the replacement of a 2011 mini-excavator included in the Street Division’s budget for FY 26. The mini-excavator was budgeted at \$106,500. A 2025 model has been identified that meets all the needs and specifications for the Street Division through Sourcewell Contract 020223-CAT. Sourcewell is a purchasing cooperative that competitively bids equipment that meets the statutory requirements. The program is open to use for all city and county agencies.

Carolina CAT (the vendor) and Sourcewell have entered into an agreement for the procurement of the mini-excavator. A quote was recently received from Carolina CAT in the amount of \$104,000 for a mini-excavator that meets the needs of the Street Division. Funds are available in the FY 26 Powell Bill Capitalized Equipment account.

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**RECOMMENDATION**

The Public Safety Committee is requested to approve the following:

- 1) Award of the mini-excavator in the amount of \$104,000 to Carolina CAT through the Sourcewell Contract 020223-CAT.

2) Authorization of the City Manager to execute any and all necessary documents.

If the Public Safety Committee is in agreement, this item will be placed on the consent agenda for Council approval on October 14, 2025.

Attachment:  
Carolina CAT Quote No. 260512



# SALES AGREEMENT

**Carolina CAT, 9000 Statesville Road, Charlotte, NC 28269**  
**Phone (800) 277-1212**

DATE Aug 20, 2025  
 Quote No 260512

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

PURCHASER <u>CITY OF MONROE</u>	<SAME>
STREET ADDRESS <u>PO BOX 69</u>	
CITY/STATE <u>MONROE, NC</u> COUNTY <u>UNION</u>	
POSTAL CODE <u>28111-0069</u> PHONE NO. <u>704 282 4500</u>	
CUSTOMER CONTACT: <u>EQUIPMENT</u>	
<u>PRODUCT SUPPORT</u>	
INDUSTRY CODE: <u>GENERAL GOVERNMENT HC(9199)</u> PRINCIPAL WORK CODE _____	F.O.B. AT: <u>Charlotte</u>

CUSTOMER NUMBER <u>565325</u>	Sales Tax Exemption # (if applicable) <u>N/A</u>	CUSTOMER PO NUMBER _____
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PAYMENT TERMS: <span style="float: right;">(All terms and payments are subject to Finance Company - OAC approval)</span>			
NET PAYMENT ON RECEIPT OF INVOICE <input type="checkbox"/>	NET ON DELIVERY <input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/>	ISC <input type="checkbox"/> LEASE <input type="checkbox"/>
CASH WITH ORDER \$0.00	BALANCE TO FINANCE \$0.00	CONTRACT INTEREST RATE <u>0</u>	
PAYMENT PERIOD _____	PAYMENT AMOUNT <u>0.00</u>	NUMBER OF PAYMENTS <u>0</u>	OPTIONAL BUY-OUT <u>\$0.00</u>

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR INC.	MODEL: 305	YEAR: 2025			
STOCK NUMBER: G25-1873M	SERIAL NUMBER: TBA	SMU: new			
305 07A CR MHE DCA4C	660-9482	LINKAGE BUCKET W/LIFTING EYE	584-4306	RIPPER, 27", MHE 5-6T	453-8571
MIRROR, CAB, RIGHT	428-7870	CONTROL, QC, 3 LINE	584-4311		
BELT, SEAT, 3" RETRACTABLE	510-6085	LINES, QC, LNG STK, 3 LINE	586-0416		
BELT AS-SEAT	595-1980	INSTRUCTIONS, ANSI	595-7021		
WATER JACKET HEATER, 120V	519-8302	HYDRAULIC OIL	595-9905		
CAT KEY, WITH PASSCODE OPTION	522-6460	STICK, LONG, 1- AUX, ANGLE BLD	596-7646		
FILM-KEY SWITCH	218-0651	BLADE, ANGLE, BOCE	597-0755		
SWITCH AS-START	467-8535	ENGINE, EPA TIER 4 FINAL	611-2417		
BOOM, SWING	527-7599	LANE 2 ORDER	0P-9002		
LINES, BOOM	527-7611	INTEGRATED RADIO V2	639-4462		
TRACK, 16", RUBBER BELT	527-7627	PRODUCT LINK, CELLULAR PL243	628-8009		
FILM, INC. CANADA	552-5984	SERIALIZED TECHNICAL MEDIA KIT	421-8926		
SOFTWARE, PROPORTIONAL CONTROL	557-1709	SHIPPING/STORAGE PROTECTION	0P-2266		
SOFTWARE, STICK STEER CONTROL	557-1710	PACKING, LAST MILE PROGRAM	0P-4299		
SOFTWARE, 2 WAY CONTROL	557-1711	THUMB, HYD + COUPLER, PG, HYD, 5T	575-0492		
SOFTWARE, CODED START	557-1713	BUCKET-HD, 24", 4.6 FT3, 5T	464-9911		
305 07A CR MINI EXCAVATOR	576-7009	COUPLER, PG, HYDR. TILT, 5-6T	485-5304		
CAB, WITH HEAT AND A/C	576-7025	KIT, 2ND AUX, LNG, STICK, 5T	606-3592		
COUNTERWEIGHT, STANDARD	576-9149	KIT, CTWT, EXTRA, 5T	606-8576		
ALARM, TRAVEL	579-8852	PINS, BUCKET, 45MM	282-2785		
ELECTRICAL ARR, C1.7 HRC	579-8859	BUCKET-HD, 12", 2.1 FT3, 5T	464-9907		
LIGHTS, LED	579-8868	BUCKET-HD, 36", 7.8 FT3, 5T	464-9913		
LIGHTS, LED, REAR	579-8870	BUCKET-DC, 51", 7.8 FT3, 5T	279-4327		
MONITOR NEXT GEN, CAMERA READY	579-8876	HAMMER, B6	532-9106		
CAMERA, REAR VIEW	579-8892	LINES, B4-B6-B8 HAMMER, 5T-9T	532-9089		
LINES, STICK	584-3653	BRACKET, MHE 5T-6T 45MM, SM-LG	569-5414		

TRADE-IN EQUIPMENT			SELL PRICE	\$104,000.00
MODEL: _____	YEAR: _____	SN: _____	NET BALANCE DUE	\$104,000.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	SUBTOTAL	\$104,000.00
MODEL: _____	YEAR: _____	SN: _____	TOTAL (APPLICABLE TAXES MAY APPLY)	\$104,000.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		
MODEL: _____	YEAR: _____	SN: _____		
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		
MODEL: _____	YEAR: _____	SN: _____		
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px auto; text-align: center;">INITIAL</div> <p style="font-size: 8px; margin-top: 10px;">The customer acknowledges that he has received a copy of the CAROLINA CAT Inc./Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.        Warranty applicable including expiration date where necessary:  <u>24 month / 2000 hour Standard Machine Warranty</u></p>	<input type="checkbox"/> USED EQUIPMENT WARRANTY <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px auto; text-align: center;">INITIAL</div> <p style="font-size: 8px; margin-top: 10px;">All used equipment is sold as is where is and no warranty is offered or implied except as specified here:        Warranty applicable:        _____        _____</p>
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CSA: \_\_\_\_\_

NOTES: Priced using Sourcewell Contract 020223-CAT. 20 % off Machine List Price. City of Monroe Member # - 32642

ORDER RECEIVED BY <u>Carolina Tractor &amp; Equipment</u> <u>Crocker, John</u>	APPROVED AND ACCEPTED ON _____ REPRESENTATIVE <u>CITY OF MONROE</u> BY _____ SIGNATURE	PURCHASER _____ PURCHASER
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## TERMS AND CONDITIONS

- 1. Binding Agreement.** By executing this Sales Agreement (the "Agreement"), Purchaser agrees to purchase from CAROLINA CAT the equipment and attachments described on the face hereof (collectively referred to herein as the "Equipment") pursuant to the terms and conditions specified in this Agreement.
- 2. Purchase of Equipment.** CAROLINA CAT will have no obligation to fulfill timely orders for Equipment which are out-of-stock or otherwise unavailable, but CAROLINA CAT will promptly notify you of such unavailability or delay as soon as it becomes aware of it. Any terms and conditions contained in Purchaser's documents that are different or in addition to the terms and conditions herein, including but not limited to letters, purchase orders or sales acknowledgements, are hereby rejected by CAROLINA CAT, are not a part of this Agreement, and shall be of no effect or binding upon CAROLINA CAT unless specifically agreed to in writing by an authorized officer of CAROLINA CAT. Failure by CAROLINA CAT specifically to object to provisions contained in such documents shall not in any way be deemed an alteration to or waiver of these terms and conditions.
- 3. Price and Other Expenses.** All prices set forth on the face of this Agreement, are the purchase prices of the Equipment. Purchaser shall be responsible for all expenses relating to the Equipment purchased including but not limited to (a) any federal, state, local, foreign or provincial taxes or tariffs, now or hereafter enacted, applicable to the Equipment, as further set forth in Section 7, below; (b) standard shipping or other special transportation costs to the point of delivery specified by Purchaser; (c) all charges in the event payment from Purchaser is delinquent, including, without limitation, all costs and expenses, including attorneys fees, of collecting any amount not paid when due hereunder; and (d) all other expenses, not included in the sale and delivery contemplated above, of whatever kind or nature, relating to special insurance requirements, the purchase, shipment, transportation or delivery of Equipment.
- 4. Equipment Delivery.** Unless otherwise agreed, all shipments will be made by third-party carriers chosen by CAROLINA CAT or its designees, at costs, tariffs and other charges, and in accordance with terms and conditions established, by CAROLINA CAT and its designees from time to time.
- 5. Risk of Loss.** The risk of loss associated with any Equipment and title passes to Purchaser upon delivery of the goods to the shipping point, FOB, subject to the reservation of a security interest to CAROLINA CAT in Section 6 of this Agreement. CAROLINA CAT shall have no liability of any kind or nature, whether for consequential or other damages for any reason whatsoever, relating to shipment of Equipment purchased by Purchaser, including but not limited to damage to the Equipment, taxes, duties, loss, theft or any illness of or personal injury to any person or property under any environmental, health or safety law. Purchaser acknowledges that there may be a delay between the time the Equipment is delivered to the shipping point and Purchaser receiving an invoice and/or full completion of the title transfer paperwork and that the transfer of risk of loss stated in the paragraph occurs as stated regardless of the full completion of the title transfer paperwork.
- 6. Payment and Credit.** Purchaser shall pay for all Equipment in accordance with payment terms set forth on the face of this Agreement. Purchaser's right to purchase any Equipment is conditioned upon approval of Purchaser's credit and may be withdrawn or amended at any time by CAROLINA CAT in its sole discretion. A late payment charge of one and one-half (1.5%) percent per month shall be added to all invoices which are delinquent, subject to federal, state and local laws, calculated from the original due date of the invoice until payment in full. In the event Purchaser is delinquent, Purchaser shall pay all costs of collection, including but not limited to reasonable attorneys' fees. Should Purchaser become delinquent in the payment of any sum due under this Agreement, all contractual or other obligations of CAROLINA CAT to Purchaser shall terminate without further notice to Purchaser. CAROLINA CAT retains, and Purchaser hereby grants CAROLINA CAT, a purchase money security interest in the Equipment, including all accessions to and replacements of them, to secure the payment of the purchase price of the Equipment, until Purchaser has made payment in full in accordance with the terms hereof, and Purchaser shall cooperate fully with CAROLINA CAT in executing such documents, including a Uniform Commercial Code financing statement, and accomplishing such filings and/or recordings thereof as CAROLINA CAT deems necessary for the perfection, protection and enforcement of such security interest. Purchaser hereby appoints CAROLINA CAT or CAROLINA CAT's agent or designee as Purchaser's attorney-in-fact with power to execute all such financing statements pursuant hereto in the name and stead of Purchaser.
- 7. Taxes and Other Charges.** Purchaser is responsible for the payment of all federal, state, local, foreign, or provincial taxes (now or hereafter enacted), fees, or charges which may be assessed or levied now or hereafter on or on account of materials sold hereunder to Purchaser. Published prices do not include such taxes, which may be added by CAROLINA CAT to the invoice where CAROLINA CAT has a legal obligation to collect them. When Purchaser claims that this transaction is not subject to any such tax, or that Purchaser is exempt, or that CAROLINA CAT is not required to collect such tax, Purchaser agrees to provide CAROLINA CAT with any documentation necessary to support such a claim and to allow CAROLINA CAT to document its decision not to collect tax(es).
- 8. Acceptance; Non-Conforming Equipment; Sole Remedy.** Purchaser agrees to accept all Equipment upon delivery to Purchaser where the Equipment is in material conformity with CAROLINA CAT's or the applicable manufacturer's published description or specifications of such Equipment. In any event, Equipment shall be deemed automatically, irrevocably and conclusively accepted without defects when Purchaser has had possession of the Equipment for five (5) days and has failed to notify CAROLINA CAT that the Equipment has been rejected and the reasons for such rejection. Such acceptance shall occur regardless of the full completion of any title transfer paperwork. Purchaser's sole remedy hereunder for CAROLINA CAT's failure to deliver Equipment in material conformity with applicable published description or specifications of such Equipment shall be, at CAROLINA CAT's option, the replacement of such non-conforming Equipment with conforming Equipment, or refund of the applicable purchase price paid therefor.
- 9. Purchaser Representations and Covenants.** Purchaser shall be solely responsible for the use and disposition of the Equipment, including, without limitation, the obtaining of all permits, licenses or certificates required for the use thereof. Purchaser agrees to use the Equipment only in accordance with all laws, rules and regulations applicable thereto.
- 10. Indemnification.** Purchaser shall indemnify, defend and hold CAROLINA CAT harmless from any and all liabilities, claims, demands, causes of action, or suits of whatever nature including, but not limited to, attorneys' fees and litigation expenses, arising from any: (a) breach by Purchaser of any representation or covenant made by Purchaser under this Agreement; (b) breach by Purchaser of any provision of this Agreement; (c) failure of Purchaser to comply with applicable environmental, health and safety laws; and (d) any use by Purchaser or third parties of the Equipment sold to Purchaser. Notwithstanding the foregoing, Purchaser shall not be liable to CAROLINA CAT for any portion of such liabilities that result from CAROLINA CAT's gross negligence or willful misconduct.
- 11. Equipment Warranties.** Some Equipment may come with limited warranties. Purchaser may obtain a copy of the applicable equipment warranty by contacting CAROLINA CAT. EXCEPT FOR THE AFOREMENTIONED LIMITED WARRANTIES OF VARIOUS EQUIPMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CAROLINA CAT DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT.
- 12. Limitations on Liability.** IN NO EVENT SHALL CAROLINA CAT BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, AND IN NO EVENT SHALL THE LIABILITY OF CAROLINA CAT EXCEED THE UNIT PRICE OF THE DEFECTIVE EQUIPMENT. ANY ACTION BY PURCHASER UNDER OR RELATING TO THIS AGREEMENT SHALL COMMENCE WITHIN TWELVE (12) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUED. CAROLINA CAT'S LIABILITY SHALL BE LIMITED AS SET FORTH HEREIN AND OTHER PROVISIONS OF THIS AGREEMENT.
- 13. Force Majeure.** CAROLINA CAT shall not be responsible for any failure to perform the contract formed hereunder due to causes beyond its control, including, but not limited to, acts of God, labor disputes or shortages, acts or omissions of buyer, government or judicial authorities, or military authorities, delays in transportation, or inability to obtain necessary materials or supplies, all whether foreseen or unforeseen.
- 14. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the choice of law provisions thereof. Any dispute or claim relating to or arising out of or in connection with this Agreement shall be finally settled by binding arbitration in Charlotte, North Carolina using the then current rules and procedures of the American Arbitration Association. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking injunctive relief in any state or federal court of competent jurisdiction in North Carolina without first complying with the arbitration provisions of this Section, and each party hereby consents to the exclusive jurisdiction of state and federal courts in North Carolina for such purpose.
- 15. Complete Agreement; Severability; Non-Waiver; No Third Party Beneficiaries.** This Agreement constitutes the entire understanding between Purchaser and CAROLINA CAT with respect to the purchase of Equipment, superseding all prior written and oral communications and understandings. If any provisions or portion of this Agreement is not given legal effect by a court of competent jurisdiction, such provisions or portions shall drop out of this Agreement and the remaining provisions and portions of this Agreement shall be construed and enforced. This Agreement shall not be interpreted or construed to confer any rights or remedies upon any third parties. CAROLINA CAT's failure to exercise any of its rights for any period shall not constitute or be deemed a waiver or forfeiture of such rights.
- 16. Surcharges.** In the event of an Original Equipment Manufacturer (OEM) price increase, Carolina Cat reserves the right to revise pricing or apply a Surcharge in direct correlation to the price increase received from the OEM.

PURCHASE INITIAL HERE \_\_\_\_\_



### DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's [Data Governance Statement](#) ( "DGS" ), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the [Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software](#) document (the "RSP Document" ) The RSP Document can be reviewed at [https://www.cat.com/remoteservicesprocess?\\_ga=2.245276421.1412167159.1561985855-475983137.1559312215](https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215).

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#) . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company (Print)**

\_\_\_\_\_  
**Company Representative (Print)**

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

\_\_\_\_\_  
**Date**

<b>FOR DEALER USE ONLY</b>
<b>Company UCID</b>
<b>Company Representative CWS ID</b>
<b>Main Store Dealer Code</b>
<b>Dealer Representative Name</b>
<b>Dealer Representative CWS ID</b>



**STAFF REPORT**

**TO:** Public Safety Committee  
**VIA:** Mark Watson, City Manager  
**DATE:** September 18, 2025  
**FROM:** Sarah McAllister, P.E. – Engineering Director  
**PREPARED BY:** Sarah McAllister, P.E. – Engineering Director  
**SUBJECT:** Award of 2025 – 2026 Resurfacing Contract

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**SUMMARY STATEMENT**

The Public Safety Committee is requested to consider a proposed Budget Ordinance (BO-2025-20), the bids received for the resurfacing contract and award the contract for the 2025 – 2026 Asphalt Paving Program to True Rock Construction, LLC.

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**REVIEW**

City Council has funded a contract resurfacing project annually that includes funding from vehicle tax receipts, General Fund allocations, and Powell Bill allocations. In June of 2025, Council adopted Budget Ordinance B-2025-07 that moved \$2,609,620 of previously unspent resurfacing funds into Contract Resurfacing Capital Project RD2501. As part of the FY26 budget process, Council increased the resurfacing budget in an effort to achieve an overall Pavement Condition Index (PCI) score of 70 over the next ten years. The vehicle tax receipts and General Fund allocations for FY26 were then placed into an operating account. Therefore, the attached Budget Ordinance (BO-2025-20) is recommended for approval that would appropriate all but \$300,000 of those FY26 funds into the capital project account RD2501. Any unspent funds within this project account will then remain for use on future resurfacing contracts. The \$300,000 would remain in the operating account for planned tree removals and replacements, the possible award of a contract for proposed pavement management services to Roadway Asset Services and other miscellaneous items in FY26.

The annual resurfacing budget moving forward is anticipated to total \$4,250,000. However, since there were unspent funds from previous years, the budget for the 2025 – 2026 Asphalt Paving Program was set at approximately \$6M. Staff has proposed a number of streets to be included in

the resurfacing contract based on the latest pavement condition survey. The streets are listed below along with a brief description of the proposed improvements:

**Proposed list of streets:**

<b>STREET NAME</b>	<b>BEGIN</b>	<b>END</b>	<b>TREATMENT</b>	<b>Mileage</b>
<b>Acme Dr.</b>	Lacy W. Eury Dr.	E. Roosevelt Blvd.	Cement reclamation & overlay	0.25
<b>American Ln.</b>	Continental Dr.	End	Cement reclamation & overlay	0.04
<b>Arnold Dr.</b>	Old Charlotte Hwy.	Carroll St.	Cement reclamation & overlay	0.61
<b>Battle Ln.</b>	Continental Dr.	Cul De Sac	Cement reclamation & overlay	0.14
<b>Benton St.</b>	N. Charlotte Ave.	Engleside St.	Cement reclamation & overlay	0.39
<b>Bonanza Rd.</b>	W. Hwy 74	Dead End	Cement reclamation & overlay	0.22
<b>Bovender Rd.</b>	W. Hwy 74	Bonanza Rd.	Cement reclamation & overlay	0.3
<b>Cabin Creek Ct.</b>	Pleasant Knoll Ln.	End	Cement reclamation & overlay	0.05
<b>Continental Dr</b>	N Rocky River Rd.	Winthrop Ln.	Cement reclamation & overlay	0.32
<b>Engleside St.</b>	N. Charlotte Ave.	RR ROW	Cement reclamation & overlay	0.16
<b>Fowler Secrest</b>	Secrest Shortcut Rd.	James Hamilton Rd.	Cement reclamation & overlay	0.22
<b>Harvest Way</b>	Brooks Farm Ln.	End	Cement reclamation & overlay	0.45
<b>Kelly Grove Ln.</b>	Dewberry Ln.	South End	Cement reclamation & overlay	0.05
<b>Lacy W. Eury Dr.</b>	Begin Maintenance	Simpson St.	Cement reclamation & overlay	0.19
<b>Lanaken Ln.</b>	Dewberry Ln.	Cul De Sac	Cement reclamation & overlay	0.05
<b>Miller St.</b>	Hwy 74	Meadow St.	Cement reclamation & overlay	0.57
<b>Montcalm Ct.</b>	Dewberry Ln.	Cul De Sac	Cement reclamation & overlay	0.05
<b>Old Hwy 74 East</b>	Hwy 74	Pageland Hwy	Patch, flexpave & overlay	1.4
<b>Patriot Dr.</b>	Sumpter Ln.	Winthrop Ln.	Cement reclamation & overlay	0.09
<b>Patton Ave.</b>	Concord Ave.	Secrest Shortcut Rd.	Full depth repair and overlay	0.03
<b>Pickford Ct.</b>	Aldersbrook Dr.	Cul De Sac	Cement reclamation & overlay	0.08
<b>Pinedell Ave.</b>	Old Charlotte Hwy	End Maintenance (23' past CL Carson)	Cement reclamation & overlay	0.43
<b>Pleasant Knoll Ln.</b>	End	End	Cement reclamation & overlay	0.29
<b>Revere Rd.</b>	Williamsburg Ln.	Winthrop Ln.	Cement reclamation & overlay	0.11
<b>Rosemeade Dr.</b>	Myers Rd.	End	Cement reclamation & overlay	0.3

<b>Sonny Ct</b>	Stevens St	End	Cement reclamation & overlay	0.08
<b>Standish Dr.</b>	Battle Ln.	Cul De Sac	Cement reclamation & overlay	0.28
<b>Steele St</b>	Sutherland Ave	Turner St.	Cement reclamation & overlay	0.48
<b>Stevens St</b>	Woodland Ave	Sonny Ct	Replace curbing, Cement reclamation & overlay	0.23
<b>Sue St.</b>	Pinedell Ave.	End	Cement reclamation & overlay	0.19
<b>Sumpter Ln.</b>	Patriot Dr.	End	Cement reclamation & overlay	0.13
<b>Turner St</b>	Steele St.	Ashcraft Ave.	Cement reclamation & overlay	0.33
<b>W. Crowell St.</b>	186' east of the centerline of College St.	N. Johnson St.	Cement reclamation & overlay	0.2
<b>W. Phifer St.</b>	Skyway Dr.	Dead End	Cement reclamation & overlay	0.65
<b>Westover Dr.</b>	Franklin St.	Virginia St.	Replace curbing, Cement reclamation & overlay	0.62
			<b>Total Mileage</b>	<b>9.98</b>

The project was formally advertised on July 12, 2025 with four sealed bids being received on August 14, 2025. Following is summary of the bids received:

Contractor	Bid Amount	DBE %	Comment
True Rock Construction, LLC.	\$5,443,297.04	10.0%	Recommend Award
Blythe Construction, Inc.	\$6,925,004.20	10.0%	
Ferebee Corporation	\$7,563,771.55	10.0%	
Turner Asphalt	\$7,655,248.32		

The low bid was submitted by True Rock Construction, LLC, in the amount of \$5,443,297.04. The Engineer's estimate for the project was \$6,088,339.96. A contingency amount of \$100,000 is recommended to cover possible change orders during the course of work. Construction inspections, quality assurance testing and project oversight will be provided by Engineering Department Staff and On-Spec Engineering, PC. The contract includes a 10 percent goal for minority business participation which was met by the low bidder. Upon award, the construction period will begin with the Notice to Proceed and contract time will end on September 15, 2026 with liquidated damages occurring at a rate of \$500.00 per day thereafter.

Sufficient funds are budgeted in Powell Bill Account 1103025 441010 and the Contract Resurfacing Capital Project RD2501.

## RECOMMENDATION

The Public Safety Committee is requested to recommend the following to City Council:

- A. Approval of Budget Ordinance (BO-2025-20) to move operating funds into Contract Resurfacing Capital Project (RD2501);
- B. Award of the 2025-2026 Asphalt Paving Program Contract to True Rock Construction, LLC. in the amount of \$5,443,297.04;
- C. Authorization of contingency allowance in the amount of \$100,000;
- D. Authorization of the City Manager to execute the documents including contract and future change orders if required.

If the Public Safety Committee is in agreement, the items will be placed on the consent agenda for consideration by City Council at the next meeting on October 14, 2025.

Attachment:  
Budget Ordinance (BO-2025-20)

**CAPITAL PROJECT BUDGET ORDINANCE  
CONTRACT RESURFACING PROJECT  
BO-2025-20**

**WHEREAS**, the City Council has funded a contract resurfacing project annually that includes funding from vehicle tax receipts, some General Fund allocations, and some Powell Bill fund allocations; and,

**WHEREAS**, the vehicle tax receipts and General Fund allocations for contract resurfacing were placed in the Street Division's operating budget for FY26; and,

**WHEREAS**, a Contract Resurfacing Capital Project (RD2501) was created to prevent the unspent funds assigned by City Council from rolling back into the General Fund.

**NOW, THEREFORE, BE IT ORDAINED** that the City Council hereby adds to the Contract Resurfacing Project and appropriates the following revenues and expenditures:

**General Fund:**

Expense:	
Transportation Funds	(\$2,763,200)
Transfer to Capital Project Fund	\$2,763,200

**Capital Project Fund:**

Revenue:	
Transfer from General Fund	\$2,763,200
Expense:	
Contract Resurfacing Project	\$2,763,200

**BE IT FURTHER ORDAINED** that an amendment to the General Fund Budget for FY 2025-26 is approved to appropriate Operating Funds for the Contract Resurfacing Capital Project in the amount of \$2,763,200.

Adopted this 14<sup>th</sup> day of October, 2025.

Attest:

\_\_\_\_\_  
Robert A. Burns, Mayor

\_\_\_\_\_  
Bridgette H. Robinson, City Clerk



## **STAFF REPORT**

**TO:** Public Safety Committee

**VIA:** Mark Watson, City Manager

**DATE:** September 18, 2025

**FROM:** Sarah McAllister, P.E., Engineering Director

**PREPARED BY:** Will Auret, P.E., Land Development Engineering Manager

**SUBJECT:** Proposed Pavement Management Services Contract

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### **SUMMARY STATEMENT**

The Public Safety Committee is requested to consider awarding a contract to Roadway Asset Services (RAS) to provide pavement management consulting services.

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### **REVIEW**

Monroe City Council has expressed their support for prioritizing the City's street conditions and improving the overall pavement level of service since the 2024 Council Strategic Retreat. As a result, the resurfacing budget for FY 26 has significantly increased to achieve an overall PCI score of 70. These larger annual resurfacing contracts will require additional pavement management consulting services to provide staff with better resources to more efficiently manage the program.

The Engineering Department has been in discussions with Roadway Asset Services (RAS) to provide pavement management services. We currently utilize Withers Ravenel for our pavement condition survey but RAS uses a proprietary software to scan the streets for defects to calculate a PCI score. The Engineering Department believes this is a much more objective way of scoring city streets. In addition, they provide a multi-year work plan that is more practical to use for putting together contracts. The current workplan from Withers Ravenel does not look at entire streets, only segments at a time. RAS workplan includes customizable maintenance groups that would trigger maintenance activities at the same time.

Attached is a presentation showing the unique services that RAS offers. Services the Engineering Department would contract out to RAS include the following:

- Pavement Condition Survey
- Pavement report with a multi-year work plan
- Budget Optimization Street Selector (BOSS) with Power BI Portal
- Videologger (Similar to Google Street View)
- Pedestrian Ramp Inventory
- Sidewalk Inventory and Obstructions

RAS is an approved vendor through the HGACBuy and BuyBoard purchasing cooperatives for Pavement Analysis services. The quote provided on August 18, 2025 is attached and totals \$129,594. Staff recommends award of the contract to RAS. There are sufficient funds available for this contract.

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### **RECOMMENDATION**

The Public Safety Committee is requested to approve the following:

1. Award of the pavement management consulting services in the amount of \$129,594.00 to Roadway Asset Services.
2. Authorization of the City Manager to execute any and all necessary documents.

If the Public Safety Committee is in agreement, this item will be placed on the consent agenda for the October 14, 2025 City Council Meeting.

Attachment:  
RAS Quote  
RAS presentation



August 18, 2025

City of Monroe, NC  
Will Auret, P.E., Land Development Engineer  
300 W Crowell St.  
Monroe, NC 28112

**Reference:** RAS Pavement Management Services Proposal

Dear Mr. Auret,

Roadway Asset Services, LLC (RAS) is pleased to discuss the pavement and asset management needs for the City of Monroe. **In the last 5 years, RAS executive team members have managed over 100,000 miles of pavement condition and asset inventory data.** Throughout their careers, the RAS leadership team has **managed pavement data and ROW asset collection for several Southeastern** clients including:



- Charlotte, NC
  - Wake Forest, NC
  - Greenville, SC
  - Memphis, TN
- Durham, NC
  - Wilson, NC
  - Pickens County, SC
  - Virginia Beach, VA
- Winston-Salem, NC
  - Anderson County, SC
  - McCormick County, SC
  - Lexington-Fayette, KY

Our team is a full-service pavement and asset management consultant that collects pavement performance data using laser based automated technologies and analyzes the data using sound financial optimization modeling. In addition, our services include the configuration of many available 3<sup>rd</sup> party pavement management programs such as **BOSS™**, PAVER, Cartegraph, Streetlogix, Brightly, DOT, Agile Assets, VUEWorks, Lucity, and many others.


RAS understands the City is seeking a qualified data collection vendor to conduct a pavement condition assessment on approximately 173 centerline miles of paved roadways, with one pass conducted on local roads and two pass testing on arterial and collector roadways resulting in 199 survey miles. In addition, RAS will develop a final pavement report consisting of multi-year budget scenarios. As an optional service, RAS can perform a financially optimized pavement analysis that includes full customization of the **BOSS™** pavement management system with the delivery of a final report and PowerBI portal hosted by RAS.

RAS is an approved vendor through the HGACBuy and BuyBoard purchasing cooperatives for Pavement Analysis services. We look forward to building a long-term relationship with the City of Monroe. Our team is prepared to deliver a scope of work that is tailored to the needs and goals of the City Stakeholders. Please do not hesitate to reach out with any questions or comments regarding these services.

Sincerely,

Bart Williamson, FCLS  
Chief Executive Officer

## Firm Overview

 **Roadway Asset Services, LLC (RAS)** is an engineering firm (License #: F-22104) headquartered in Austin, Texas. RAS team members have managed automated data collection, performed QA/QC, developed pavement management plans, supplied GIS based deliverables, and provided imports and modeling for cities across the United States. RAS offers comprehensive experience and subject matter expertise in the fields of engineering, surveying, asset management, transportation planning, and GIS.

In the past 5-years, RAS has obtained over 150 contracts from transportation agencies for pavement condition surveys, ROW asset inventories, and data analysis. **RAS is a Silver ESRI Business partner**



with a leadership team composed of seasoned pavement management professionals who boast a combined 150 years of experience in pavement condition survey management.

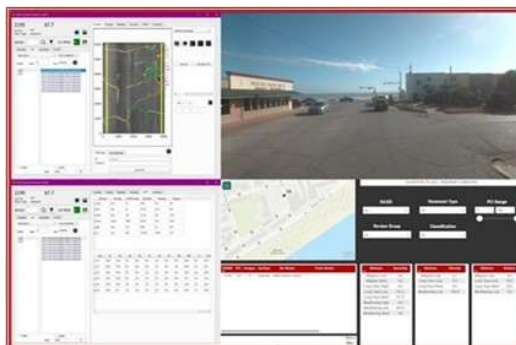
**The Firm's Service Commitment to Customers: RAS was founded on the core principles of collaborating with our clients, cultivating those relationships, and embracing innovation in technology resources.** RAS strives to provide accurate data-driven results that allow our clients to make the best possible management decisions while enjoying the passion we all share in improving infrastructure.

## Pavement Condition Surveys and ASTM D6433 Data

RAS has invested in the most sophisticated fleet of roadway asset collection (RAC) vehicles and pavement analysis tools for automated data collection that provides a **100% linear assessment of the roads driven**. This methodology removes the subjectivity of rating small sample areas of the road segment. RAS utilizes a high-definition ROW capture system to provide an immersive view of assets that can be extracted for various attributes. Furthermore, RAS' RAC vehicles have **received independent inertial profiler certification for accuracy and repeatability from the Texas A&M Transportation Institute (TTI)**.



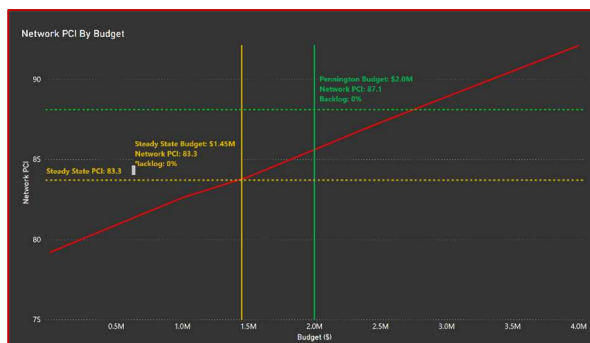
After data is collected in the field and uploaded to the office environment, it is imported using the RAS AI pavement rating tool **Road TRIP™ (Technical Rating Intelligence Program)**. The import process creates mappings to the data so that users do not need to keep track of where the data is stored on central data server(s). At this stage, the major data processing tasks also occur, such as generation of right-of-way and pavement image streams; calculation of profile, roughness, rutting, detection of cracks, lane-markings, man-made objects, and other distresses. The detected cracks are overlaid on the pavement images and offset to assist with the verification of the detected cracks. During reporting, the distress cracks are defined by road zone and accumulated according to the units defined in the client specification. The severity levels are identified based on the defined limits (ASTM D6433) and verified for resolution through visual quality control checks of image files.



## Final Report with Multi-Year Budget Scenarios

### Final Pavement Report

RAS will provide the City with a Final Pavement Report including study objectives, methodology utilized, project summary, analysis of current pavement management practices, and multi-year budget scenarios. In addition, the City will receive statistical charts, graphs, and area maps illustrating all PCI results, street segment lengths, pavement type, the overall City road quality, and findings from the pavement evaluation.



### **Optional: Budget Optimization Street Selector (BOSS™)**

For agencies that do not yet have a pavement management program developed or do not desire to do so, RAS has developed a pavement management program called **BOSS™ (Budget Optimization Street Selector)** that is utilized for customized deterioration curves which results in a prioritized multi-year rehabilitation plan that is financially optimized and ready to be presented to City administrators or elected officials. The benefit of the **RAS BOSS™ Analysis** is that there is no software to install, purchase, or maintain. The results of the analysis are delivered to the City in a **Power BI Dashboard** and bound in a final report to City Staff.

### Pavement Analysis and Multi-Year Plan Optimization

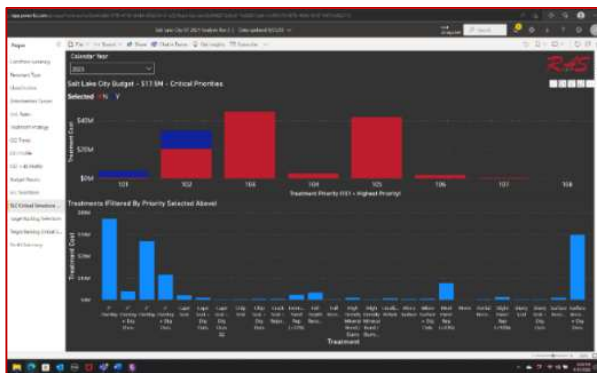
RAS can assist the City with both inventory and condition assessment to enhance the level of service for its business units. RAS can also assist the City with determining the right treatment (prescription) at the right time. The RAS team has vast experience in capital planning (decision trees) of these inventoried assets as they are strategically programmed for replacement, refurbishment, or general maintenance.

RAS would utilize its Budget Optimization Street Selector (**BOSS™**) tool to adopt the City’s segment level GIS centerline, run budgetary models, financially optimize the multi-year plan using sound “cost of deferral” constraints, and produce a final maintenance and rehabilitation plan for the City’s review. **BOSS™** is a cloud based application with powerful pavement management algorithms behind it that export the results of the pavement analysis to a user friendly interface such as **Microsoft PowerBI** or even a simple **Excel spreadsheet** if desired. All of the results are integrated with the City’s existing GIS and supplied to the City as a **Personal/File Geodatabase** for consumption and storage.

The RAS analysis involves the following sequences and client engagements during the process:

- **Maintenance & Rehabilitation Setup** – to ensure the results of the budget model runs meet the City’s expectations, RAS would discuss the current Maintenance and Rehabilitation plan within the pavement analysis setup. This activity would include a review of Min/Max PCI, Breakpoint PCI, decision trees for treatments, real-world impact to PCI, and reset PCI scores.
- **Deterioration Curves**– forecasting pavement conditions requires a detailed set of pavement deterioration curves for each roadway traffic classification and pavement material type, as designated by the pavement management system.

- Project development** – the **BOSS™** analysis includes stitching segments (block) together to form a project, also known as a “management section”. RAS would work with City Staff to review the initial model results and begin “stitching” segments together to form logical projects that best meet the needs of the City. The benefit of utilizing management sections is that the RAS analysis runs the budgetary scenario at the project level, producing real-world rehabilitation plans that are ready for review, modification, or action.
- Financial Optimization & Prioritization** – RAS’ **BOSS™** analysis uses sound engineering and economic logic to prioritize which street candidates are selected throughout the multi-year plan. While most pavement management programs will prioritize by roadway traffic and condition, a **BOSS™** analysis takes it a step further and introduces **financial optimization into candidate selection through the use of a “Need Year” analysis that identifies each segment’s cost of deferral.** Understanding the “Cost of Segment Deferral” allows the analysis to maximize the City’s limited funds in the best manner possible.



**Budgetary Scenarios**

RAS will work with the City to establish the maintenance and rehabilitation activities, PCI trigger points, costs, reset PCI values, planned work, existing budgets, and inflation priorities. RAS will assist City Staff with determining the right treatment at the right time by reviewing the City’s existing maintenance and rehabilitation strategies and recommending others that may be a good fit. The scope will include **developing up to 8 multi-year pavement management scenarios** using different philosophies, budget levels, and distributions. While RAS will define the scenarios to be run with City staff, at a minimum the following questions should be answered with the scenarios:

- **What is the resultant network PCI at my current funding level?**
- **What budget is required to maintain my existing network PCI?**
- **What budget is required to achieve a desired network PCI?**
- **What budget is required to control the growth in backlog?**

RAS will also consult with City staff to develop models utilizing different types of rehabilitation strategies (worst first, best first, most economic, need year, etc.). RAS understands that getting buy-in from City Administrators and Elected Officials means developing a long-range rehabilitation plan that considers local priorities. The RAS team will ensure that already approved rehabilitation work is programmed into the budgetary models for selection during the run. In addition, RAS will consult with City staff to identify the total cost (mill, overlay, traffic control, striping, etc.) of each rehabilitation method.

## BOSS™ Implementation Options

There is no one size fits all implementation when it comes to pavement management software as every municipal agency has a varying degree of staff, resources, and technical skill sets that are available. As such, RAS offers its client two different solutions as follows: **PMaaS or WEB**. The Pavement Management as a Service (PMaaS) includes RAS updating the pavement management program monthly/quarterly/annually on behalf of the City and WEB is the “self-service” model where the City runs the software. Regardless of the option selected by the City, it is also worth noting the RAS team will fully configure **BOSS™** and produce all the analysis results needed to develop a prioritized 5-year plan and final report.

### 12-Month BOSS™ PMaaS Service Model

#### PMaaS Support Subscription (Invoiced Monthly, Quarterly, or Semi-annually)

As a dedicated pavement and asset management consultant, RAS is committed to the long-term success and improvement of the City’s roadways. As such, RAS can provide on-call pavement and pavement analysis support related specifically to **BOSS™**. Support activities can include the common tasks identified in the adjacent table or even ad-hoc requests such as running a new scenario requested by City Administration. The 12-month support subscription is meant to be flexible and provide the City with immediate access to consulting services that are dedicated to the use of the **BOSS™** pavement management expertise. Hours can be used for additional training or even the assignment of tasks to the RAS support team such as programming completed work on a monthly basis, assigning tasks (planned work), modifying supersegments when projects do not match their existing geometry, running ad-hoc budgetary scenarios, refreshing PCI, or even simply consulting on best practices related to the use of pavement preservation techniques.

The subscription level corresponds with the level of service updates required by each agency and is listed as **BRONZE, SILVER, GOLD, PLATINUM, or TITANIUM**. These services are entirely optional and not a requirement. They are meant to support an agency's annual analysis update requirements if they lack the internal resources or time to complete them internally.

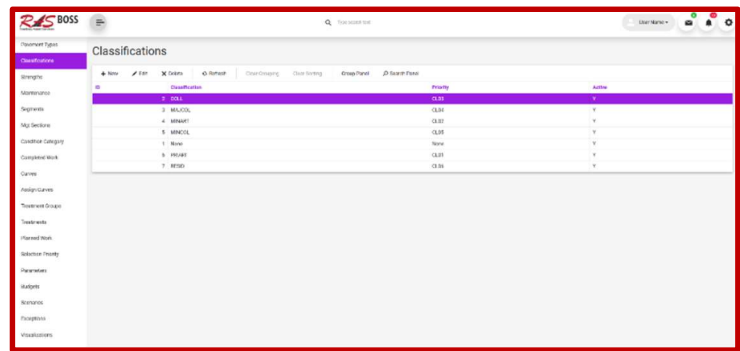
Pavement Management Service Subscription Support Services	Bronze - Up to 80 Hours	Silver - Up to 120 Hours	Gold - Up to 140 Hours	Platinum - Up to 175 Hours	Titanium - Up to 200 Hours
Age Condition Data Review	●	●	●	●	●
Completed Work Update	●	●	●	●	●
Planned Work Update	●	●	●	●	●
Update Unit Rates	●	●	●	●	●
Refresh Budgets	●	●	●	●	●
Update Analysis Maps	●	●	●	●	●
GIS Synchronization	●	●	●	●	●
Modify Deterioration Curves		●	●	●	●
Modify Treatment Strategies		●	●	●	●
Update Written Report and Power Bi		●	●	●	●
Modify Super Segments			●	●	●
On-Call Pavement Module Support			●	●	●
Council Presentation Assistance			●	●	●
On-Call Professional Services Support				●	●
Adding Street Segment GIS Inventory				●	●
GIS Assistance with Linework					●

### **BOSS™ WEB Model**

For agencies that would prefer to purchase a license of software and perform their updates in-house, RAS also offers a WEB model where an annual license to the web hosted **BOSS™** software is purchased. The software is completely web hosted and all the data can be exported to Microsoft Excel or even a customized Microsoft PowerBI dashboard. Access to the software grants the user the ability to add segments to the inventory, edit attributes, modify supersegment sizes (projects), program completed work, program planned work, modify the customized deterioration curves, re-assign appropriate curves, modify an unlimited number of maintenance and rehabilitation activities, modify priority parameters, run customized budgetary models, and view scenario results. **In addition, the BOSS™ software can be linked to update the City's GIS via an ArcGIS Online End Point.**



The **BOSS™** license can be purchased along with a supplemental “Client Success Package”. **Unlike traditional software companies who only sell “support” to fix bugs in their own software, the RAS Client Success Package includes access to an RAS analysis mentor whom the City can call when they forget how to update management section sizes, input**



**completed work or even are struggling to complete a new budget model.** The RAS mentor provides further guidance, feedback, and training to ensure the ultimate success of the City’s staff who is operating the BOSS™ software. As a part of the BOSS™ license subscription, City staff automatically received a Bronze Level Client Success Package with up to 40 hours of support supplied on a use it or lose it basis. These hours are complimentary to ensure the success of City staff and additional hours can be purchased via a supplemental Client Success Package described above.

### **Optional: ROW Asset Inventory and Condition Assessment**

RAS can conduct a ROW asset inventory while data is collected for the pavement condition survey. All ROW asset imagery would be processed in 20-foot intervals along with the downward LCMS for right-of-way asset extraction activities. The imagery can be delivered in .jpeg format, on a hard drive, or associated with a File Geodatabase. RAS can inventory and extract attributes on nearly any asset that can be identified in the images.

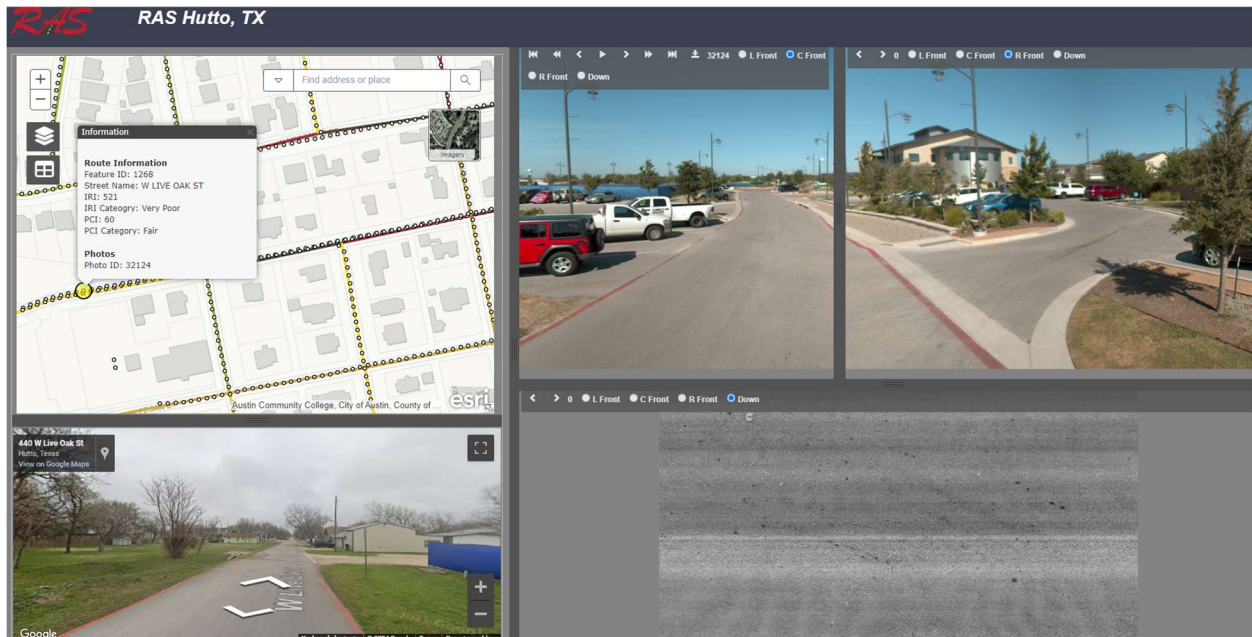
Common roadside features for capture include traffic signs, pavement markings/stripping, curb and gutter, traffic calming devices, traffic signals, streetlights, fire hydrants, bus stop shelters, medians, and many others.



### Optional: RAS Videologger

If the City desires web-hosted condition photos, as an optional service, RAS could provide the City with the RAS Videologger which is a web hosted full-service image viewer that allows our clients to select a section of roadway from the GIS-based map to visually display the inventory elements and the results of their survey. The viewer is hosted on a reliable web platform such as Amazon Web Services (AWS). The RAS Videologger allows the City to load pavement and ROW imagery for a specific location within the City and sequentially travel down the roadway. If needed within the Videologger, the City can load high-resolution images to provide more detailed site investigation while displaying PCI and IRI data for the selected section. In addition, the Videologger **houses the ROW imagery, LCMS downward pavement imagery**, PCI scores, and right of way inventories.

Following the Pavement Condition Assessment, all **LCMS-2 camera imagery** will be loaded to the videologger with each image resulting in 1 mm-pixel resolution and horizontal resolution of 4,000 pixels. The benefit of having the LCMS imagery on the same platform as the ROW imagery is the ability to use the forward-facing camera to see what a typical driver would see from a windshield while comparing it against the downward LCMS laser array that focuses only on the pavement surface itself.



## Cost Proposal

Below you will find a summary of the budget scenario associated with the services discussed during our meeting for the City’s pavement management needs.

This proposal includes RAS performing pavement condition surveys on approximately 173 centerline miles. RAS estimated 199 test miles as one pass conducted on local roads with two pass testing on arterial and collector roadways. For this project, RAS will first import the City’s existing condition data set into the BOSS software for analysis. We will subsequently perform a condition assessment and analysis for the following fiscal year.

City of Monroe, NC Pavement Management Services				
Task	Description	Units	Unit Cost	Fee
<b>Phase 1: Initial Analysis &amp; BOSS™ PMAAS Service</b>				
1	Project Initiation and Administration	1	\$2,430.00	\$2,430.00
DATA-1	Software Data Import: Pavement Condition & Attributes [Historical PCI Data]	1	\$1,250.00	\$1,250.00
ALT-7	Pavement Report with 1 Round of Multi-year Budget Scenarios	1	\$24,000.00	\$24,000.00
DATA-4	Budget Optimization Street Selector BOSS™ PowerBI Portal (Annual Fee)	1	\$1,000.00	\$1,000.00
<b>Phase 2: Pavement and ROW Asset Data Collection</b>				
2	GIS Centerline Identification & GPS Network Creation	1	\$2,475.00	\$2,475.00
3	Field Setup & Mobilization	1	\$6,750.00	\$6,750.00
4	Collect Paved Road Network (Units = Test Miles)	199	\$135.00	\$26,865.00
5	Modified ASTM D6433 [PCI] RoadTRIP™ AI with 100% Rating	199	\$54.00	\$10,746.00
6	Virtual RAS Data Reviews (Pavement Condition Pilot)	1	\$2,025.00	\$2,025.00
7	Pavement Width Verifications (Units = Lane Miles)	346	\$13.50	\$4,671.00
8	RAS Videologger Configuration & Deployment	1	\$6,000.00	\$6,000.00
9	RAS Videologger Hosting [Pop. < 100,000]	1	\$900.00	\$900.00
ROW-6	Pedestrian Curb Ramp Inventory	346	\$40.50	\$14,013.00
ROW-4	Sidewalks Inventory	346	\$45.00	\$15,570.00
ROW-5	Sidewalk Obstructions	346	\$31.50	\$10,899.00
<b>Phase 1 &amp; 2 Sub-Total:</b>				<b>\$129,594.00</b>
<b>Phase 3: Continuing Services</b>				
DATA-4	Budget Optimization Street Selector BOSS™ PowerBI Portal (Annual Fee)	1	\$1,000.00	\$1,000.00
DATA-7	BOSS™ Annual Client Service Package - Gold Level [Start Year 2]	1	\$36,000.00	\$36,000.00
<b>Phase 3 Sub-Total:</b>				<b>\$37,000.00</b>
<b>Project Total:</b>				<b>\$166,594.00</b>

<sup>1</sup> Test Mileage: Major and Collector roads will be surveyed in 2-passes. Residential are to be surveyed in a single direction.

<sup>2</sup> Lane Mileage: Represents double the centerline miles; complete 2-pass coverage.

## Optional Services

This fee schedule includes additional services that RAS offers to our clients. Additional right-of-way asset inventory options and fees can be provided upon request.

Task	Optional Services	Units	Unit Cost	Fee
OPT-3	Sign & Support Inventory	346	\$67.50	\$23,355.00
OPT-4	Pavement Markings [Point] Inventory	346	\$36.00	\$12,456.00
OPT-5	Pavement Striping [Linear] Inventory	346	\$45.00	\$15,570.00
OPT-6	Street Lights Inventory	346	\$31.50	\$10,899.00
OPT-7	Guardrails Inventory	346	\$27.00	\$9,342.00
OPT-8	Signals Inventory	346	\$31.50	\$10,899.00
OPT-9	Bike Lanes and Bike Lane Hazards Inventory	346	\$27.00	\$9,342.00

Task	Annual BOSS™ PMaaS Subscription Models	Units	Unit Cost	Fee
S-0	Budget Optimization Street Selector BOSS™ PowerBI Portal (Annual Fee)	1	\$3,500	\$3,500
S-1	BOSS™ Annual Client Service Package - Bronze Level	1	\$20,250	\$20,250
S-2	BOSS™ Annual Client Service Package - Silver Level	1	\$27,000	\$27,000
S-3	BOSS™ Annual Client Service Package - Gold Level	1	\$36,000	\$36,000
S-4	BOSS™ Annual Client Service Package - Platinum Level	1	\$49,500	\$49,500
S-5	BOSS™ Annual Client Service Package - Titanium Level	1	\$63,000	\$63,000



# Pavement Management Services

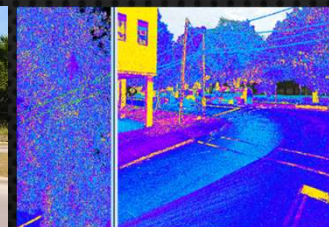
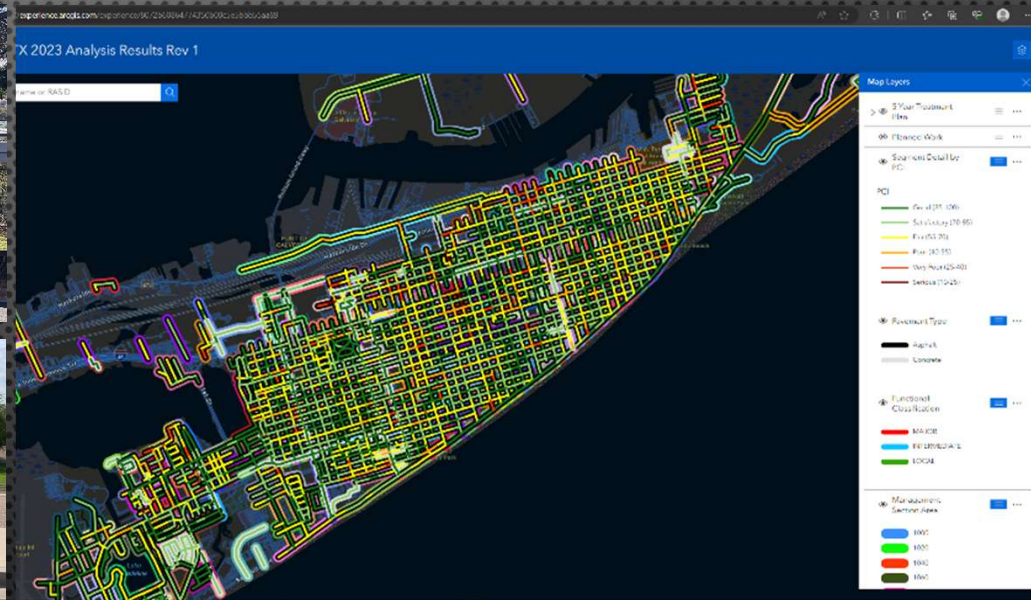
City of Monroe

July 21, 2025

# Full-Service Collaborative Consulting

3

- Surface Condition
- Structural Condition
- ROW Assets
- Sidewalk Condition
- Mobile Lidar
- Boots on Ground
- Software Consulting
- Budgetary Models
- AGOL & PowerBI



# Data Collection & Processing

# Roadway Asset Collection (RAC) Van

7

- LCMS-2: State-of-the-Art Tech
- Cracking @ 1mm Resolution
- ASTM D6433 (PCI)
- Ladybug 360° Imagery
- TTI Certified Profiler
- IMU/DMI/GPS

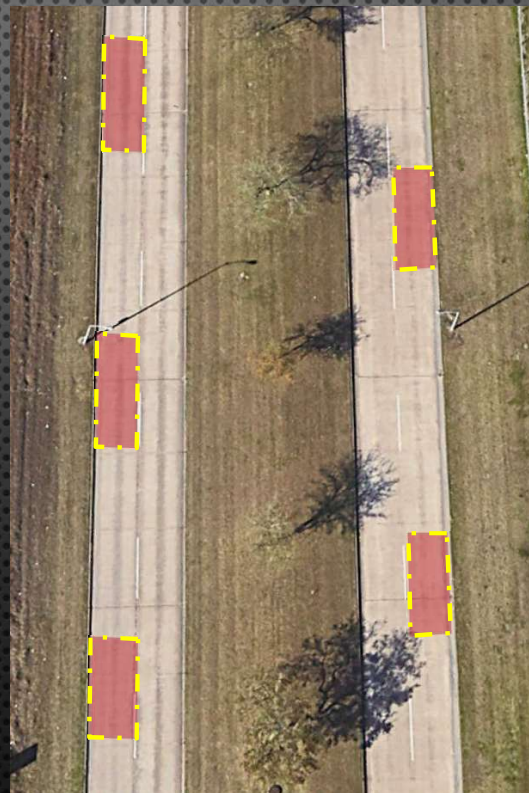


[www.roadwayassetservices.com](http://www.roadwayassetservices.com)

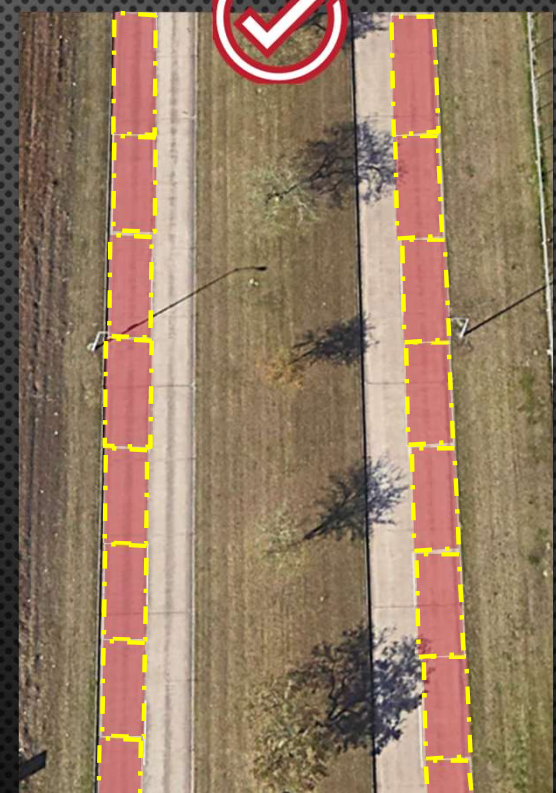


# Pavement Assessment Coverage

9



Sampling Approach



RAS' Linear Approach

- 10% to 20% of segment area surveyed
- Sample sections of 2,500 square feet (+/- 1,000 SqFt)
- Can be conducted via feet on ground methods or even automated
- May not be representative of entire segment length when selected randomly
- Difficult to administer on large networks

# SENSOR MEASUREMENTS & A.I.

11

## Sensor Based Surveys

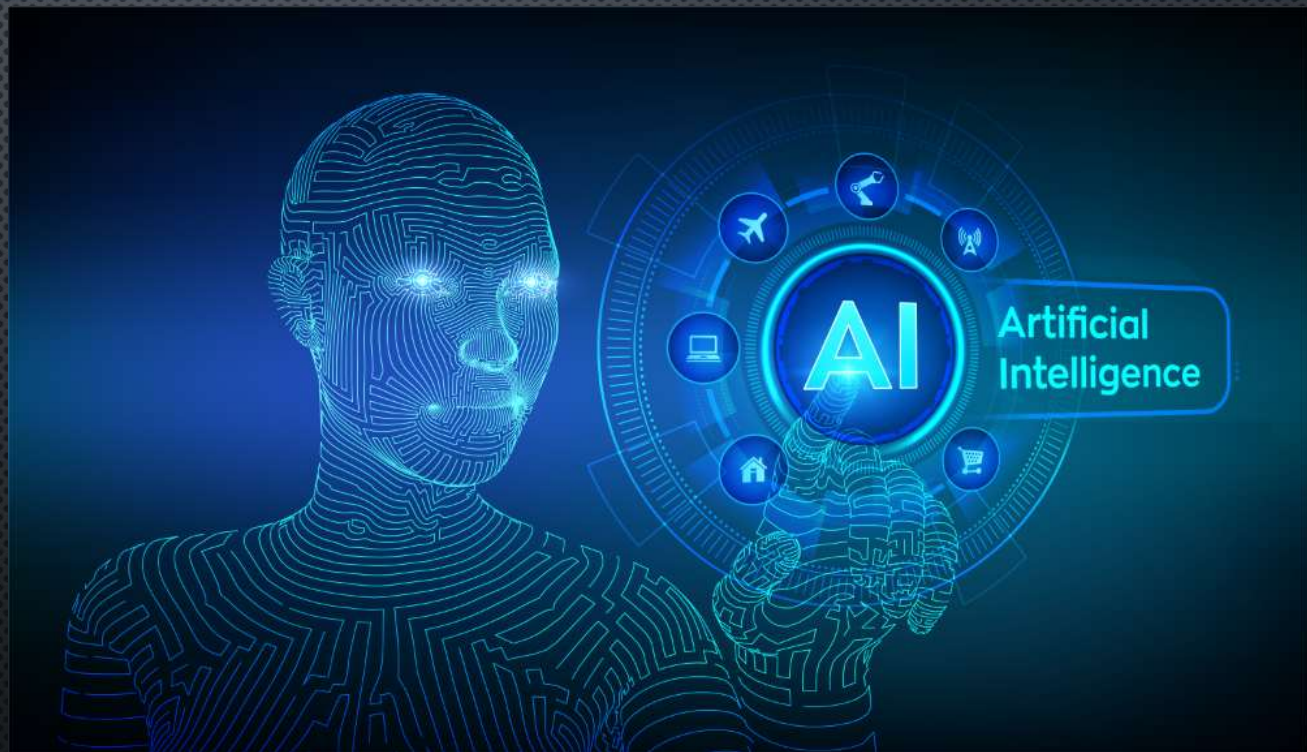
- High resolution cameras and laser illumination
- Cracks are measured by length / width
- Extent / severity is quantified for each distress
- Detailed inspection data is used to calculate a defensible Pavement Condition Index (PCI)

**Observations are measured, conclusions are calculated**

## Machine Learning / A.I.

- ML for patching
- Powerful exceptions locator
  - Find puddles*
  - Find brick inlays*
  - Find speed humps / bumps*
  - Find leaves*
  - Find valley gutters*
  - Find edge of lane*

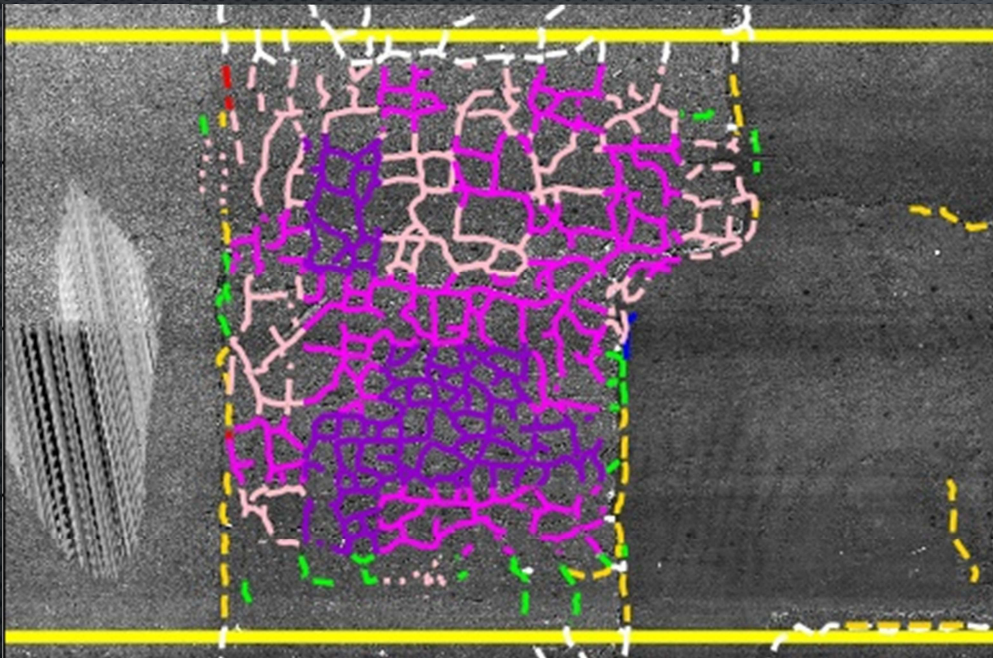
**QA exceptions are located for review and recalculation**



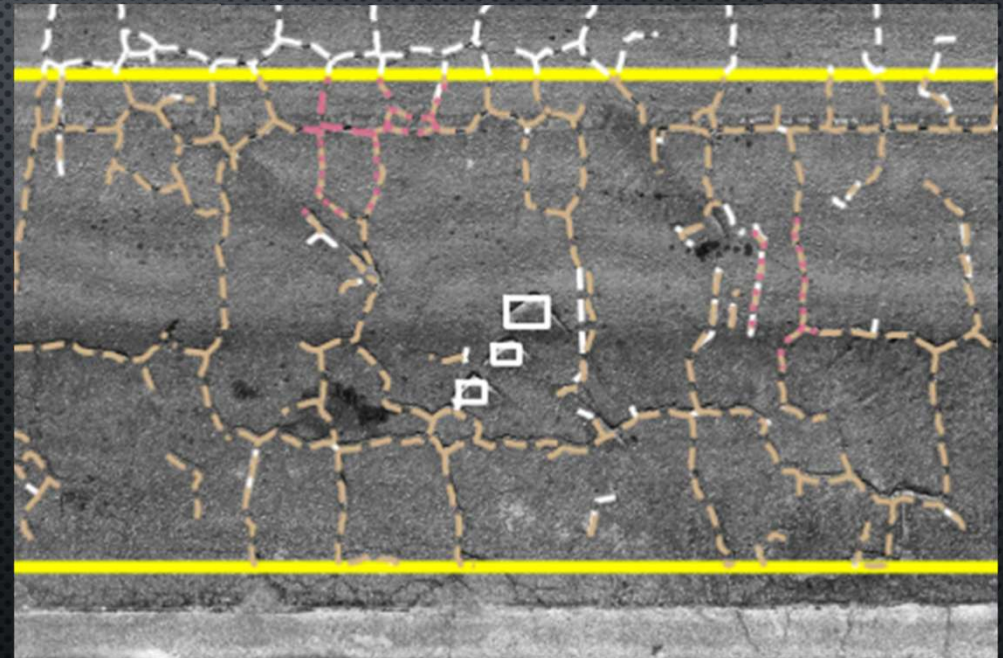
# Accurate Classification of Distresses

12

## Alligator Cracking



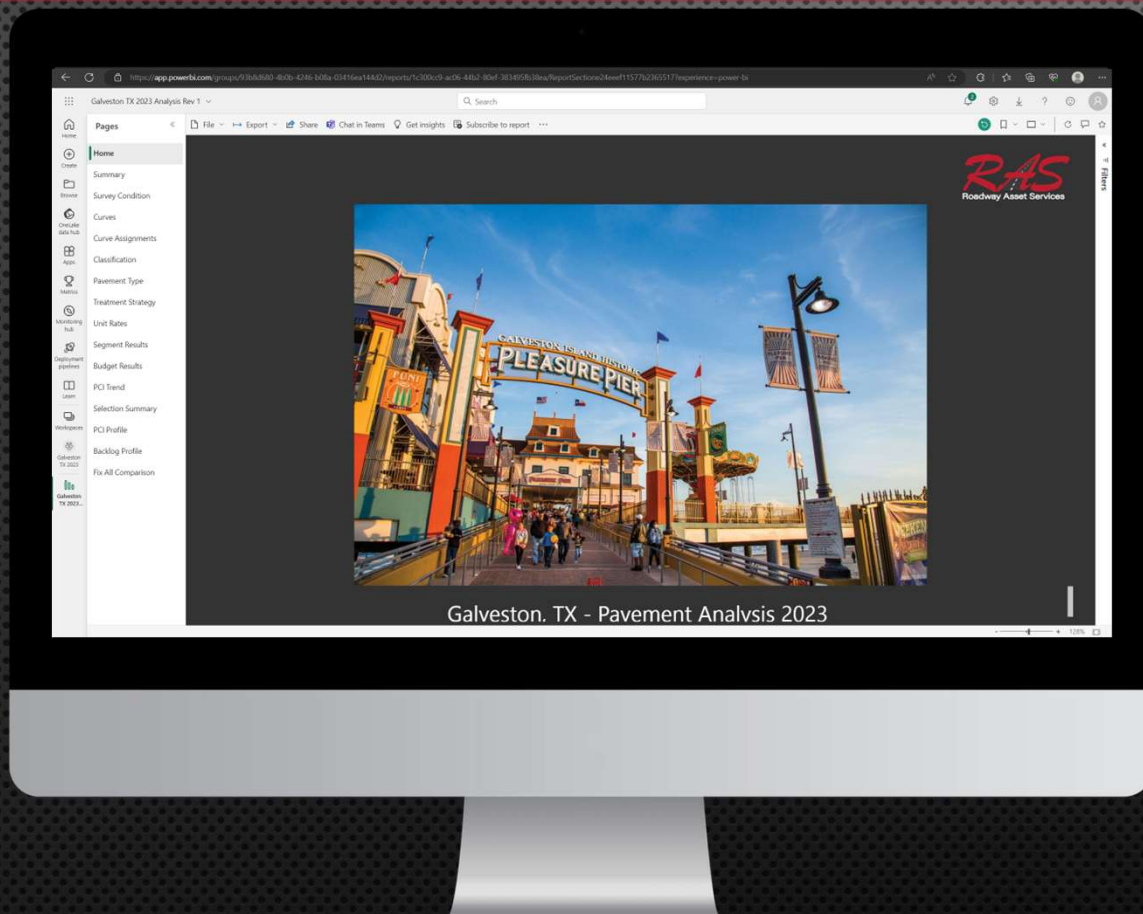
## Block Cracking



# Software Integration & Financial Optimization

# BOSS™ PowerBI Portal

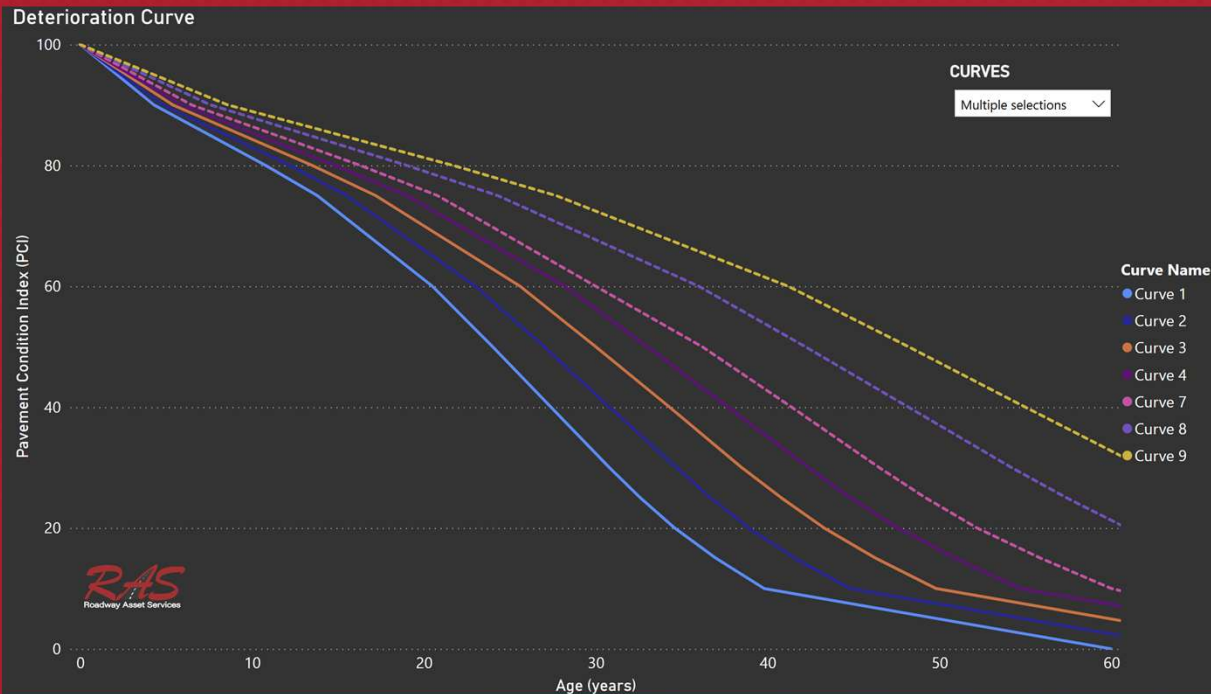
21



- ✓ Microsoft PowerBI Dashboard
- ✓ Web Hosted in Cloud
- ✓ Integrated Data QC Tool
- ✓ User Friendly with Map Integration
- ✓ Designed for Data Export
- ✓ Custom Report Development

# Deterioration Models

22



- **Functional Classifications**

Arterial – Collector – Residential

- **Pavement Type**

Asphalt – Concrete – Composite

- **Pavement Strength**

Weak – Moderate – Strong

- **Soil Types**

Generally 2 is sufficient – don't go crazy

- **Construction Standards**

Pre-incorporation VS Incorporation



# Developing Management Sections

23

## Block-to-Block Approach



Very inefficient, not cohesive, and ends up making the network look like a patch work quilt

## Street Name Approach



Projects remain on a single street name, resulting in project sizes ranging from 1 block to 10 blocks depending on project upset limit

## On Street Approach

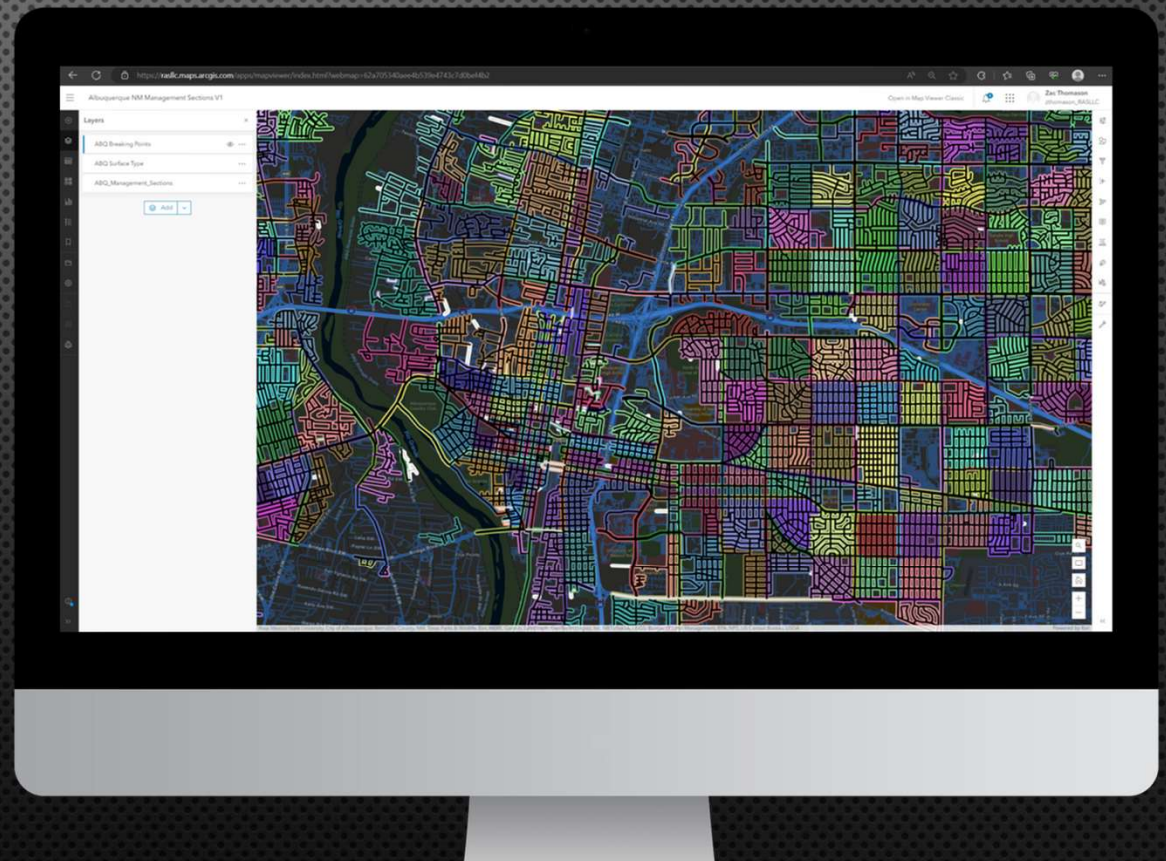


Similar to the Street Name approach but also picks up smaller adjacent roadways to ensure they are not left behind.

## Subdivision Approach

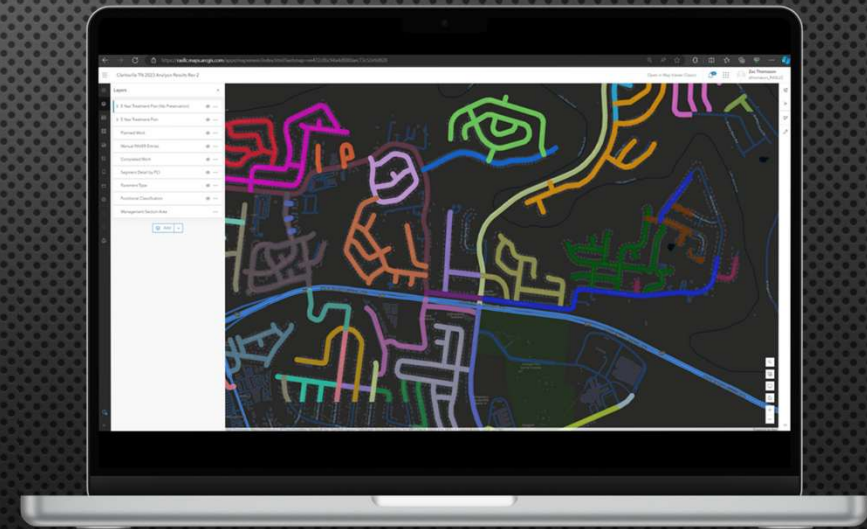
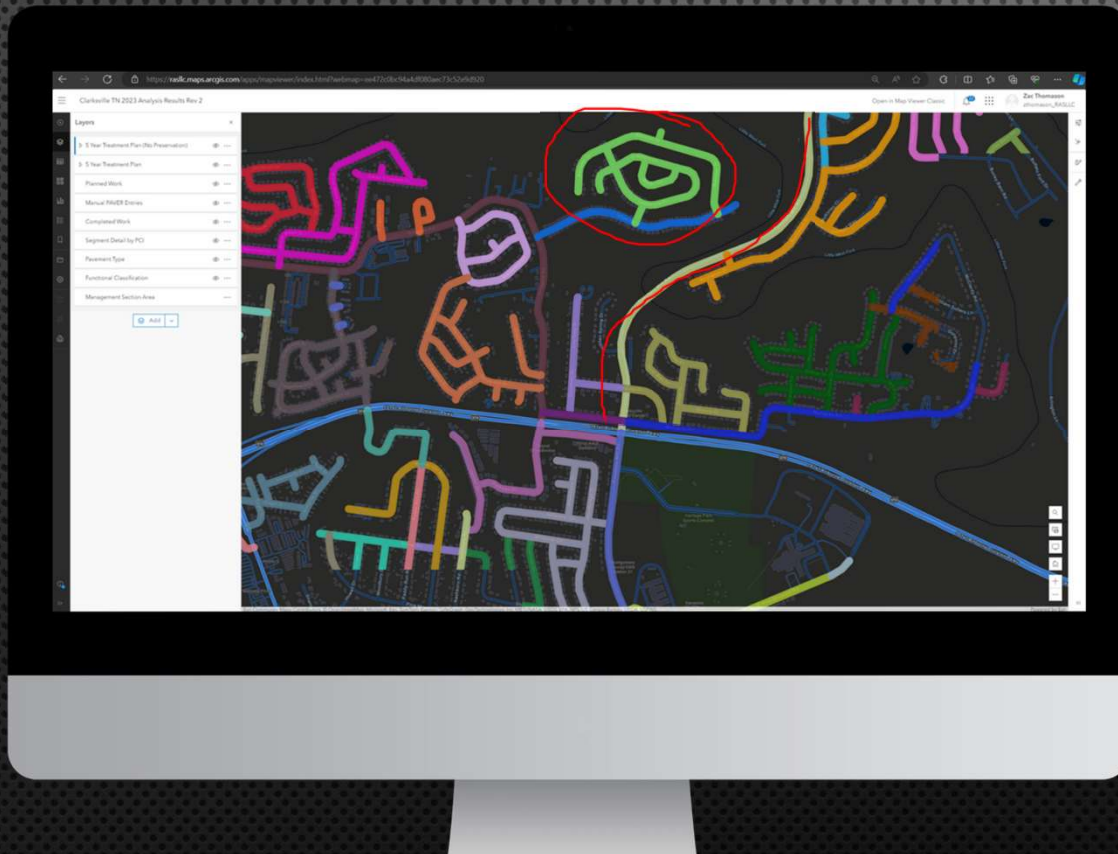


All streets within a geographic boundary (neighborhoods) are blended or linked to trigger at the same time. Should be fully funded with this approach as spatial efficient comes at a cost.



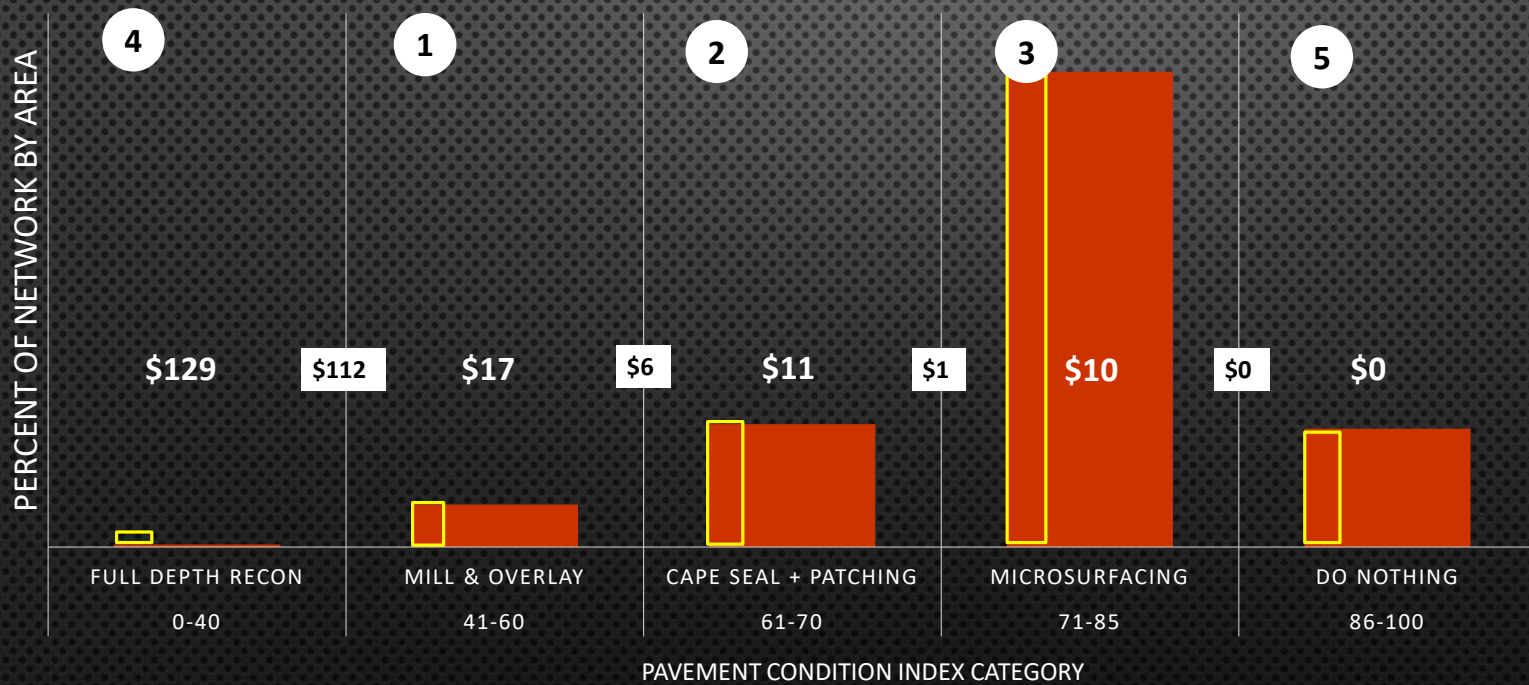
# Developing Management Sections

24



# RAS Identifies Which Roadways are CRITICAL NEEDS

PCI DISTRIBUTION GRAPH



### Illustration Legend

- Cost of maintenance in this PCI range per SQYD
- Critical roads at risk of costing more next year
- Cost of deferred maintenance per SQYD
- Selection sequence using financial optimization

# ROW Asset Inventories



[www.roadwayassetservices.com](http://www.roadwayassetservices.com)



# 360-Degree Imagery

# Sidewalk Attribution

33

- ASSETID
- STREET NAME
- PHOTO IMAGE
- CONDITION RATING
- WIDTH RANGE
- OBSTRUCTIONS
- LENGTH
- COMMENTS



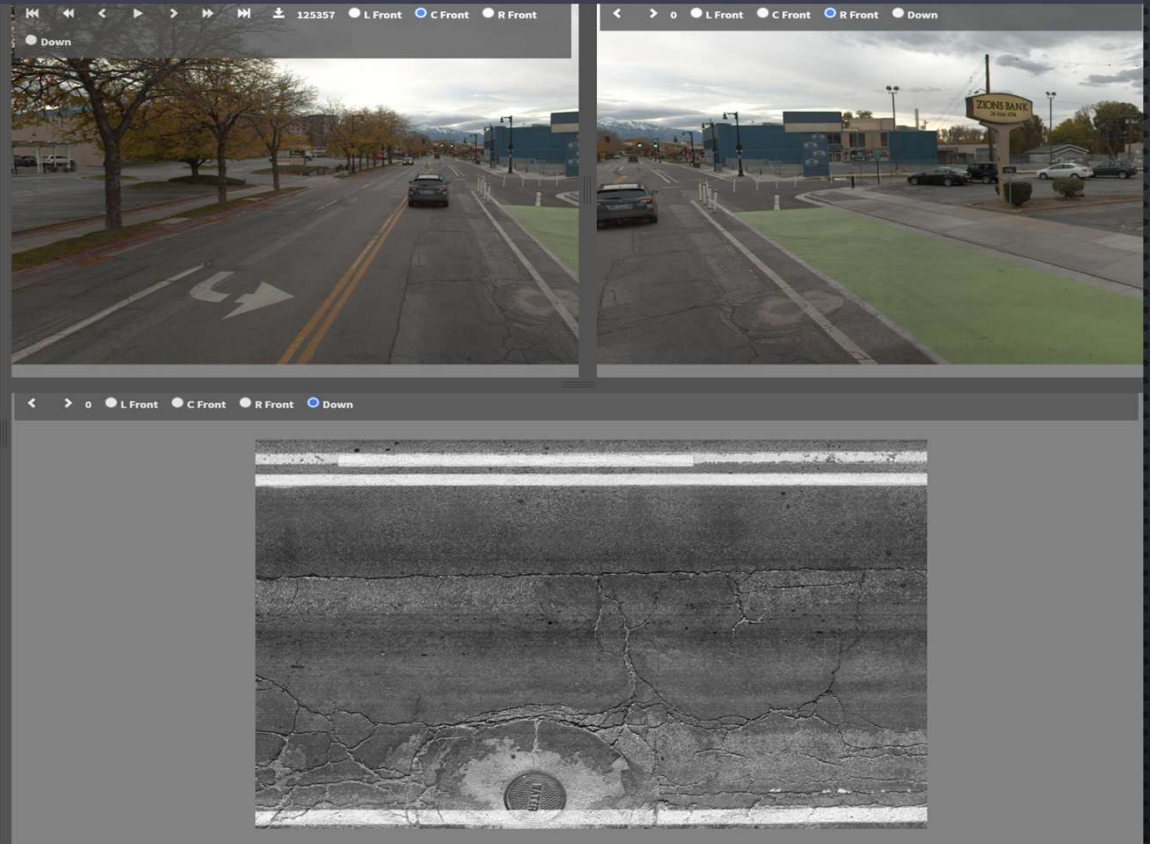
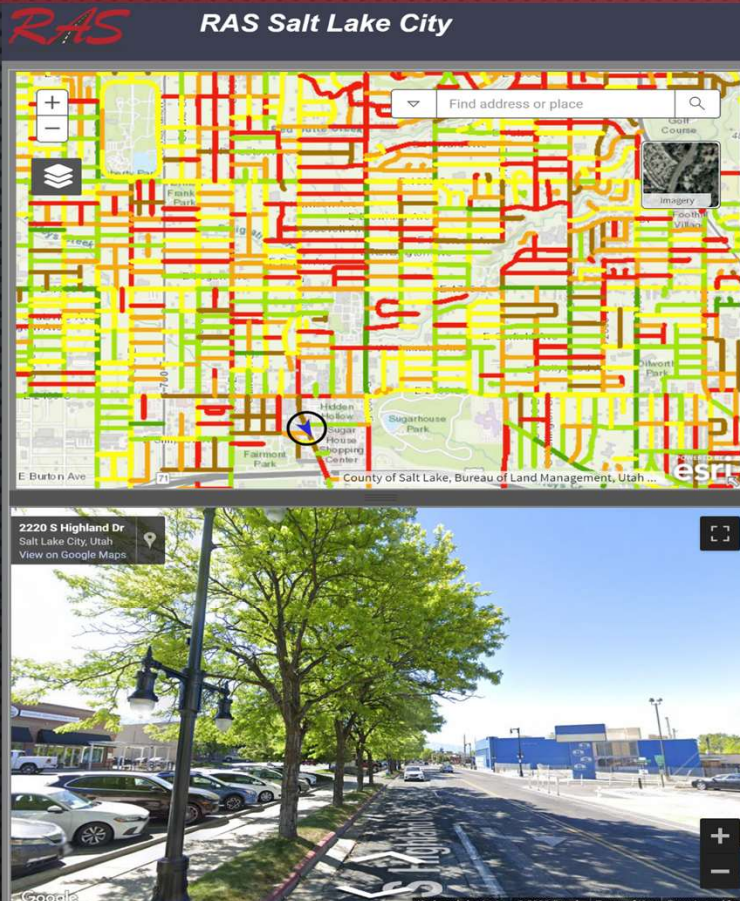
# PROWAGon™: Enhanced Sidewalk & Ramp Inventory Management



# Data Management & Continuing Services

# Hosted Videologger

37





## **STAFF REPORT**

**TO:** Public Safety Committee

**VIA:** Mark Watson, City Manager

**DATE:** September 18, 2025

**FROM:** Sarah McAllister, P.E., Engineering Director

**PREPARED BY:** Sarah McAllister, P.E., Engineering Director

**SUBJECT:** Update on the Jefferson St, Charlotte Ave, Franklin St Intersection

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### **SUMMARY STATEMENT**

Staff will be prepared to discuss the intersection of Jefferson St/Charlotte Ave/Franklin St.

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### **REVIEW**

Staff brought the most recent update from NCDOT regarding the Jefferson St/Charlotte Ave/Franklin St intersection to the Public Safety Committee on August 4<sup>th</sup>. NCDOT has completed another evaluation of the area and found that the intersection would improve capacity by converting the shared southbound thru-right lane on Charlotte Ave to a right only lane. At a minimum one additional signal head and one sign would be required to be installed. Their structures group determined that the existing mast arm and pole would not support those additions. NCDOT has advised the cost to install three new poles and mast arms with foundations, soil tests, and designs will be \$140,000. They have stated these funds would most likely need to be provided by Monroe as it would not compete well for NCDOT's other funding options.

The Committee requested this item be brought back with information on the accident history for the intersection. Lt. Westover provided the attached accident reports. The report for the intersection of Charlotte Ave and Jefferson St shows 16 accidents occurred over the last five years with eight being an angle type, seven being a rear end/slow or stop, and one being another type non-collision. The intersection of Charlotte Ave and Franklin St had 47 accidents over the last five years with 17 being an angle type, 16 being a rear end/slow or stop along with other types.

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## **RECOMMENDATION**

This item is for general discussion.

Attachments:  
Accident Summary Reports



**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

Acc No	Crash ID	Date	Accident Type	Total Damage	Injuries				Condition			Road		Trfc Ctl	
					F	A	B	C	R	L	W	Ch	Ci	Dv	Op
8	107031851	07/15/2022 16:14	REAR END, SLOW OR STOP	\$ 1550	0	0	0	2	2	1	1	1	0	3	1
Unit	1 : 1	Alchl/Drugs: 0	Speed: 35 MPH Dir: E	Veh Mnvr / Ped Actn: 4				Obj Strk:							
Unit	2 : 1	Alchl/Drugs: 0	Speed: 5 MPH Dir: E	Veh Mnvr / Ped Actn: 4				Obj Strk:							
9	107035809	07/20/2022 11:15	ANGLE	\$ 13000	0	0	2	0	1	1	1	3	0	3	1
Unit	1 : 1	Alchl/Drugs: 0	Speed: 35 MPH Dir: S	Veh Mnvr / Ped Actn: 4				Obj Strk:							
Unit	2 : 7	Alchl/Drugs: 0	Speed: 35 MPH Dir: W	Veh Mnvr / Ped Actn: 4				Obj Strk:							
10	107060621	08/18/2022 14:33	REAR END, SLOW OR STOP	\$ 1200	0	0	0	2	1	1	1	1	0	3	2
Unit	1 : 1	Alchl/Drugs: 0	Speed: 0 MPH Dir: N	Veh Mnvr / Ped Actn: 4				Obj Strk:							
Unit	2 : 4	Alchl/Drugs: 0	Speed: 0 MPH Dir: N	Veh Mnvr / Ped Actn: 1				Obj Strk:							
11	107098915	09/26/2022 07:08	REAR END, SLOW OR STOP	\$ 1200	0	0	0	0	1	1	1	1	0	3	1
Unit	1 : 4	Alchl/Drugs: 0	Speed: 20 MPH Dir: E	Veh Mnvr / Ped Actn: 4				Obj Strk:							
Unit	2 : 4	Alchl/Drugs: 0	Speed: 0 MPH Dir: E	Veh Mnvr / Ped Actn: 1				Obj Strk:							
12	107101513	09/28/2022 08:02	REAR END, SLOW OR STOP	\$ 3500	0	0	0	0	1	1	1	1	0	3	1
Unit	1 : 1	Alchl/Drugs: 0	Speed: 5 MPH Dir: E	Veh Mnvr / Ped Actn: 4				Obj Strk:							
Unit	2 : 4	Alchl/Drugs: 0	Speed: 5 MPH Dir: E	Veh Mnvr / Ped Actn: 11				Obj Strk:							
13	107147601	11/02/2022 20:02	ANGLE	\$ 6000	0	0	1	0	1	4	1	1	0	3	1
Unit	1 : 4	Alchl/Drugs: 0	Speed: 40 MPH Dir: S	Veh Mnvr / Ped Actn: 4				Obj Strk:							
Unit	2 : 1	Alchl/Drugs: 0	Speed: 15 MPH Dir: E	Veh Mnvr / Ped Actn: 4				Obj Strk:							
14	107159847	11/06/2022 12:19	ANGLE	\$ 8000	0	0	0	0	1	1	2	2	0	3	1
Unit	1 : 1	Alchl/Drugs: 0	Speed: 20 MPH Dir: E	Veh Mnvr / Ped Actn: 4				Obj Strk:							
Unit	2 : 1	Alchl/Drugs: 0	Speed: 30 MPH Dir: N	Veh Mnvr / Ped Actn: 4				Obj Strk:							
15	107173911	11/23/2022 11:04	BACKING UP	\$ 2700	0	0	0	0	1	1	1	1	0	0	
Unit	1 : 2	Alchl/Drugs: 0	Speed: 0 MPH Dir: W	Veh Mnvr / Ped Actn: 1				Obj Strk:							
Unit	2 : 1	Alchl/Drugs: 0	Speed: 0 MPH Dir: E	Veh Mnvr / Ped Actn: 1				Obj Strk:							
16	107320190	03/18/2023 13:49	SIDESWIPE, SAME DIRECTION	\$ 3000	0	0	0	0	1	1	1	1	0	3	1
Unit	1 : 4	Alchl/Drugs: 0	Speed: 35 MPH Dir: S	Veh Mnvr / Ped Actn: 5				Obj Strk:							
Unit	2 : 1	Alchl/Drugs: 0	Speed: 35 MPH Dir: S	Veh Mnvr / Ped Actn: 4				Obj Strk:							

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

Acc No	Crash ID	Date	Accident Type	Total Damage	Injuries				Condition			Road		Trfc Ctl	
					F	A	B	C	R	L	W	Ch	Ci	Dv	Op
17	107320471	04/29/2023 16:47	OVERTURN/ROLLOVER	\$ 6000	0	0	1	0	1	1	1	1	0	3	1
Unit	1 : 4	Alchl/Drugs: 0	Speed: 35 MPH Dir: N	Veh Mnvr / Ped Actn: 4				Obj Strk:							
Unit	2 : 4	Alchl/Drugs: 0	Speed: 30 MPH Dir: W	Veh Mnvr / Ped Actn: 4				Obj Strk:							
18	107366445	06/14/2023 06:13	ANGLE	\$ 20000	0	1	0	0	1	1	1	1	0	3	1
Unit	1 : 2	Alchl/Drugs: 0	Speed: 35 MPH Dir: S	Veh Mnvr / Ped Actn: 4				Obj Strk:							
Unit	2 : 1	Alchl/Drugs: 0	Speed: 35 MPH Dir: E	Veh Mnvr / Ped Actn: 4				Obj Strk:							
Unit	3 : 4	Alchl/Drugs: 7	Speed: 0 MPH Dir: N	Veh Mnvr / Ped Actn: 1				Obj Strk:							
19	107371208	06/19/2023 06:21	REAR END, SLOW OR STOP	\$ 5000	0	0	0	0	1	1	1	1	0	0	
Unit	1 : 1	Alchl/Drugs: 0	Speed: 25 MPH Dir: W	Veh Mnvr / Ped Actn: 4				Obj Strk:							
Unit	2 : 10	Alchl/Drugs: 0	Speed: 25 MPH Dir: W	Veh Mnvr / Ped Actn: 4				Obj Strk:							
20	107414758	08/03/2023 14:25	RIGHT TURN, DIFFERENT ROADWAYS	\$ 5000	0	0	0	1	2	1	2	3	0	3	1
Unit	1 : 1	Alchl/Drugs: 0	Speed: 20 MPH Dir: S	Veh Mnvr / Ped Actn: 7				Obj Strk:							
Unit	2 : 4	Alchl/Drugs: 0	Speed: 0 MPH Dir: E	Veh Mnvr / Ped Actn: 1				Obj Strk:							
21	107473397	09/29/2023 08:15	ANGLE	\$ 8000	0	0	0	0	1	1	2	1	0	3	1
Unit	1 : 4	Alchl/Drugs: 0	Speed: 30 MPH Dir: N	Veh Mnvr / Ped Actn: 4				Obj Strk:							
Unit	2 : 2	Alchl/Drugs: 0	Speed: 30 MPH Dir: SE	Veh Mnvr / Ped Actn: 8				Obj Strk:							
22	107499247	10/19/2023 21:58	REAR END, SLOW OR STOP	\$ 1200	0	0	0	0	1	4	1	1	0	3	1
Unit	1 : 1	Alchl/Drugs: 0	Speed: 2 MPH Dir: S	Veh Mnvr / Ped Actn: 4				Obj Strk:							
Unit	2 : 4	Alchl/Drugs: 0	Speed: 0 MPH Dir: S	Veh Mnvr / Ped Actn: 1				Obj Strk:							
23	107521424	11/08/2023 14:09	REAR END, SLOW OR STOP	\$ 3000	0	0	0	0	1	1	1	1	0	3	1
Unit	1 : 2	Alchl/Drugs: 0	Speed: 0 MPH Dir: S	Veh Mnvr / Ped Actn: 4				Obj Strk:							
Unit	2 : 4	Alchl/Drugs: 0	Speed: 0 MPH Dir: S	Veh Mnvr / Ped Actn: 1				Obj Strk:							
24	107534094	11/20/2023 12:00	RIGHT TURN, DIFFERENT ROADWAYS	\$ 1000	0	0	0	0	1	1	1	1	0	3	1
Unit	1 : 12	Alchl/Drugs: 0	Speed: 10 MPH Dir: SW	Veh Mnvr / Ped Actn: 7				Obj Strk:							
Unit	2 : 2	Alchl/Drugs: 0	Speed: 0 MPH Dir: S	Veh Mnvr / Ped Actn: 1				Obj Strk:							
25	107539384	11/20/2023 15:04	LEFT TURN, SAME ROADWAY	\$ 10000	0	0	0	0	1	1	1	1	0	3	1
Unit	1 : 1	Alchl/Drugs: 0	Speed: 35 MPH Dir: S	Veh Mnvr / Ped Actn: 4				Obj Strk:							
Unit	2 : 4	Alchl/Drugs: 0	Speed: 0 MPH Dir: NW	Veh Mnvr / Ped Actn: 8				Obj Strk:							

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

Acc No	Crash ID	Date	Accident Type	Total Damage	Injuries				Condition			Road		Trfc Ctl	
					F	A	B	C	R	L	W	Ch	Ci	Dv	Op
26	107614613	02/02/2024 14:01	REAR END, SLOW OR STOP	\$ 3000	0	0	0	0	1	1	1	1	0	3	1
Unit	1 : 5	Alchl/Drugs: 0	Speed: 5 MPH Dir: E	Veh Mnvr / Ped Actn: 4				Obj Strk:							
Unit	2 : 4	Alchl/Drugs: 0	Speed: 0 MPH Dir: E	Veh Mnvr / Ped Actn: 1				Obj Strk:							
27	107633037	02/21/2024 08:37	ANGLE	\$ 9000	0	0	0	0	1	1	1	1	0	3	1
Unit	1 : 2	Alchl/Drugs: 0	Speed: 35 MPH Dir: S	Veh Mnvr / Ped Actn: 4				Obj Strk:							
Unit	2 : 3	Alchl/Drugs: 0	Speed: 0 MPH Dir: E	Veh Mnvr / Ped Actn: 4				Obj Strk:							
28	107645733	03/06/2024 14:49	ANGLE	\$ 9500	0	0	0	0	2	1	3	1	0	3	1
Unit	1 : 1	Alchl/Drugs: 0	Speed: 35 MPH Dir: S	Veh Mnvr / Ped Actn: 4				Obj Strk:							
Unit	2 : 2	Alchl/Drugs: 0	Speed: 10 MPH Dir: E	Veh Mnvr / Ped Actn: 4				Obj Strk:							
29	107657153	03/13/2024 14:06	REAR END, SLOW OR STOP	\$ 3500	0	0	0	0	1	1	1	2	0	3	1
Unit	1 : 1	Alchl/Drugs: 0	Speed: 10 MPH Dir: S	Veh Mnvr / Ped Actn: 12				Obj Strk:							
Unit	2 : 2	Alchl/Drugs: 0	Speed: 0 MPH Dir: S	Veh Mnvr / Ped Actn: 1				Obj Strk:							
30	107711108	05/02/2024 11:37	ANGLE	\$ 2000	0	0	0	0	1	1	1	1	0	3	1
Unit	1 : 1	Alchl/Drugs: 0	Speed: 10 MPH Dir: W	Veh Mnvr / Ped Actn: 8				Obj Strk:							
Unit	2 : 4	Alchl/Drugs: 0	Speed: 10 MPH Dir: S	Veh Mnvr / Ped Actn: 12				Obj Strk:							
31	107806004	08/02/2024 11:15	LEFT TURN, SAME ROADWAY	\$ 7000	0	0	0	0	1	1	1	1	0	3	1
Unit	1 : 2	Alchl/Drugs: 0	Speed: 20 MPH Dir: S	Veh Mnvr / Ped Actn: 4				Obj Strk:							
Unit	2 : 1	Alchl/Drugs: 0	Speed: 10 MPH Dir: W	Veh Mnvr / Ped Actn: 8				Obj Strk:							
32	107817260	08/14/2024 12:23	SIDESWIPE, SAME DIRECTION	\$ 4000	0	0	0	0	1	1	1	1	0	0	0
Unit	1 : 4	Alchl/Drugs: 0	Speed: 30 MPH Dir: E	Veh Mnvr / Ped Actn: 4				Obj Strk:							
Unit	2 : 2	Alchl/Drugs: 0	Speed: 30 MPH Dir: E	Veh Mnvr / Ped Actn: 4				Obj Strk:							
33	107818367	08/15/2024 10:40	SIDESWIPE, SAME DIRECTION	\$ 4000	0	0	0	0	1	1	1	1	0	0	0
Unit	1 : 4	Alchl/Drugs: 0	Speed: 10 MPH Dir: S	Veh Mnvr / Ped Actn: 5				Obj Strk:							
Unit	2 : 1	Alchl/Drugs: 0	Speed: 10 MPH Dir: S	Veh Mnvr / Ped Actn: 4				Obj Strk:							
34	107852818	09/12/2024 10:26	BACKING UP	\$ 3000	0	0	0	0	1	1	2	2	0	3	0
Unit	1 : 4	Alchl/Drugs: 7	Speed: 7 MPH Dir: N	Veh Mnvr / Ped Actn: 10				Obj Strk:							
Unit	2 : 2	Alchl/Drugs: 7	Speed: 0 MPH Dir: S	Veh Mnvr / Ped Actn: 1				Obj Strk:							

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

Acc No	Crash ID	Date	Accident Type	Total Damage	Injuries				Condition			Road		Trfc Ctl	
					F	A	B	C	R	L	W	Ch	Ci	Dv	Op
35	107878517	10/09/2024 17:29	REAR END, SLOW OR STOP	\$ 3500	0	0	0	0	1	1	1	1	0	3	1
Unit	1 : 4	Alchl/Drugs: 0	Speed: 5 MPH Dir: N	Veh Mnvr / Ped Actn: 4		Obj Strk:									
Unit	2 : 4	Alchl/Drugs: 0	Speed: 0 MPH Dir: N	Veh Mnvr / Ped Actn: 1		Obj Strk:									
36	107990919	10/21/2024 18:56	LEFT TURN, DIFFERENT ROADWAYS	\$ 1000	0	0	0	0	1	2	1	1	0	3	1
Unit	1 : 2	Alchl/Drugs: 0	Speed: 10 MPH Dir: W	Veh Mnvr / Ped Actn: 8		Obj Strk:									
Unit	2 : 2	Alchl/Drugs: 0	Speed: 10 MPH Dir: W	Veh Mnvr / Ped Actn: 4		Obj Strk:									
37	107922771	11/14/2024 21:14	ANGLE	\$ 5000	0	0	0	0	2	4	2	1	0	3	1
Unit	1 : 1	Alchl/Drugs: 0	Speed: 5 MPH Dir: N	Veh Mnvr / Ped Actn: 12		Obj Strk:									
Unit	2 : 1	Alchl/Drugs: 0	Speed: 10 MPH Dir: E	Veh Mnvr / Ped Actn: 12		Obj Strk:									
38	107950723	12/05/2024 13:43	BACKING UP	\$ 2000	0	0	0	0	1	1	1	1	0	3	1
Unit	1 : 4	Alchl/Drugs: 0	Speed: 0 MPH Dir: W	Veh Mnvr / Ped Actn: 10		Obj Strk:									
Unit	2 : 4	Alchl/Drugs: 0	Speed: 0 MPH Dir: E	Veh Mnvr / Ped Actn: 1		Obj Strk:									
39	107949049	12/07/2024 07:43	ANGLE	\$ 8000	0	0	0	2	1	1	1	1	0	3	1
Unit	1 : 1	Alchl/Drugs: 0	Speed: 20 MPH Dir: N	Veh Mnvr / Ped Actn: 4		Obj Strk:									
Unit	2 : 2	Alchl/Drugs: 0	Speed: 10 MPH Dir: E	Veh Mnvr / Ped Actn: 4		Obj Strk:									
40	107995675	01/18/2025 10:22	ANGLE	\$ 3000	0	0	0	0	2	1	2	1	0	3	1
Unit	1 : 1	Alchl/Drugs: 0	Speed: 25 MPH Dir: S	Veh Mnvr / Ped Actn: 4		Obj Strk:									
Unit	2 : 4	Alchl/Drugs: 0	Speed: 15 MPH Dir: E	Veh Mnvr / Ped Actn: 4		Obj Strk:									
41	108002536	01/23/2025 10:56	ANGLE	\$ 4000	0	0	0	0	1	1	1	1	0	3	1
Unit	1 : 1	Alchl/Drugs: 0	Speed: 10 MPH Dir: S	Veh Mnvr / Ped Actn: 4		Obj Strk:									
Unit	2 : 4	Alchl/Drugs: 0	Speed: 10 MPH Dir: S	Veh Mnvr / Ped Actn: 4		Obj Strk:									
42	108014913	02/06/2025 08:17	REAR END, SLOW OR STOP	\$ 3500	0	0	0	0	1	1	1	1	0	0	
Unit	1 : 10	Alchl/Drugs: 0	Speed: 10 MPH Dir: S	Veh Mnvr / Ped Actn: 4		Obj Strk:									
Unit	2 : 12	Alchl/Drugs: 0	Speed: 0 MPH Dir: S	Veh Mnvr / Ped Actn: 1		Obj Strk:									
43	108039539	03/02/2025 11:35	ANGLE	\$ 3000	0	0	0	0	1	1	1	1	0	3	1
Unit	1 : 1	Alchl/Drugs: 0	Speed: 5 MPH Dir: E	Veh Mnvr / Ped Actn: 4		Obj Strk:									
Unit	2 : 2	Alchl/Drugs: 0	Speed: 35 MPH Dir: S	Veh Mnvr / Ped Actn: 4		Obj Strk:									

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

Acc No	Crash ID	Date	Accident Type	Total Damage	Injuries				Condition			Road		Trfc Ctl	
					F	A	B	C	R	L	W	Ch	Ci	Dv	Op
44	108074537	04/07/2025 14:29	REAR END, SLOW OR STOP	\$ 4000	0	0	0	0	2	1	2	1	0	3	1
<b>Unit</b>	<b>1 : 2</b>	<b>Alchl/Drugs: 0</b>	<b>Speed: 5 MPH Dir: E</b>	<b>Veh Mnvr / Ped Actn: 11</b>	<b>Obj Strk:</b>										
<b>Unit</b>	<b>2 : 4</b>	<b>Alchl/Drugs: 0</b>	<b>Speed: 5 MPH Dir: E</b>	<b>Veh Mnvr / Ped Actn: 11</b>	<b>Obj Strk:</b>										
-----															
45	108115337	05/16/2025 20:40	ANGLE	\$ 5000	0	0	2	0	1	4	1	1	0	3	1
<b>Unit</b>	<b>1 : 4</b>	<b>Alchl/Drugs: 0</b>	<b>Speed: 40 MPH Dir: S</b>	<b>Veh Mnvr / Ped Actn: 4</b>	<b>Obj Strk:</b>										
<b>Unit</b>	<b>2 : 4</b>	<b>Alchl/Drugs: 7</b>	<b>Speed: 20 MPH Dir: E</b>	<b>Veh Mnvr / Ped Actn: 4</b>	<b>Obj Strk:</b>										
<b>Unit</b>	<b>3 : 1</b>	<b>Alchl/Drugs: 0</b>	<b>Speed: 0 MPH Dir: N</b>	<b>Veh Mnvr / Ped Actn: 1</b>	<b>Obj Strk:</b>										
-----															
46	108115330	05/18/2025 21:28	ANGLE	\$ 7000	0	0	0	1	1	4	1	2	0	3	1
<b>Unit</b>	<b>1 : 1</b>	<b>Alchl/Drugs: 0</b>	<b>Speed: 35 MPH Dir: S</b>	<b>Veh Mnvr / Ped Actn: 4</b>	<b>Obj Strk:</b>										
<b>Unit</b>	<b>2 : 1</b>	<b>Alchl/Drugs: 0</b>	<b>Speed: 10 MPH Dir: W</b>	<b>Veh Mnvr / Ped Actn: 8</b>	<b>Obj Strk:</b>										
-----															
47	108134065	06/07/2025 07:18	RAN OFF ROAD - RIGHT	\$ 2200	0	0	0	0	1	1	1	1	0	3	1
<b>Unit</b>	<b>1 : 1</b>	<b>Alchl/Drugs: 0</b>	<b>Speed: 10 MPH Dir: E</b>	<b>Veh Mnvr / Ped Actn: 7</b>	<b>Obj Strk: 37</b>										
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**Legend for Report Details:**  
 Acc No - Accident Number  
 Injuries: F - Fatal, A - Class A, B - Class B, C - Class C  
 Condition: R - Road Surface, L - Ambient Light, W - Weather  
 Rd Ch - Road Character  
 Rd Ci - Roadway Contributing Circumstances  
 Trfc Ctl - Traffic Control: Dv - Device, Op - Operating  
 Alchl/Drugs - Alcohol Drugs Suspected  
 Veh Mnvr/Ped Actn - Vehicle Maneuver/Pedestrian Action  
 Obj Strk - Object Struck

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

**Summary Statistics**

**High Level Crash Summary**

<b>Crash Type</b>	<b>Number of Crashes</b>	<b>Percent of Total</b>
Total Crashes	47	100.00
Fatal Crashes	0	0.00
Non-Fatal Injury Crashes	12	25.53
Total Injury Crashes	12	25.53
Property Damage Only Crashes	35	74.47
Night Crashes	7	14.89
Wet Crashes	8	17.02
Alcohol/Drugs Involvement Crashes	0	0.00

**Crash Severity Summary**

<b>Crash Type</b>	<b>Number of Crashes</b>	<b>Percent of Total</b>
Total Crashes	47	100.00
Fatal Crashes	0	0.00
Class A Crashes	1	2.13
Class B Crashes	4	8.51
Class C Crashes	7	14.89
Property Damage Only Crashes	35	74.47

**Vehicle Exposure Statistics**

**Annual ADT = 0**

**Total Vehicle Exposure = 0 (MEV)**

<b>Crash Rate</b>	<b>Crashes Per 100 Million Vehicles Entered</b>
Total Crash Rate	∞
Fatal Crash Rate	NaN
Non Fatal Crash Rate	∞
Night Crash Rate	∞
Wet Crash Rate	∞
EPDO Rate	∞

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

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**Miscellaneous Statistics**

Severity Index =	4.34
EPDO Crash Index =	204.20
Estimated Property Damage Total = \$	229250.00

**Accident Type Summary**

Accident Type	Number of Crashes	Percent of Total
ANGLE	17	36.17
BACKING UP	3	6.38
HEAD ON	1	2.13
LEFT TURN, DIFFERENT ROADWAYS	1	2.13
LEFT TURN, SAME ROADWAY	2	4.26
OVERTURN/ROLLOVER	1	2.13
RAN OFF ROAD - RIGHT	1	2.13
REAR END, SLOW OR STOP	16	34.04
RIGHT TURN, DIFFERENT ROADWAYS	2	4.26
SIDESWIPE, SAME DIRECTION	3	6.38

**Injury Summary**

Injury Type	Number of Injuries	Percent of Total
Fatal Injuries	0	0.00
Class A Injuries	1	5.88
Class B Injuries	6	35.29
Class C Injuries	10	58.82
Total Non-Fatal Injuries	17	100.00
Total Injuries	17	100.00

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

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**Monthly Summary**

<b>Month</b>	<b>Number of Crashes</b>	<b>Percent of Total</b>
Jan	2	4.26
Feb	5	10.64
Mar	5	10.64
Apr	3	6.38
May	4	8.51
Jun	3	6.38
Jul	2	4.26
Aug	5	10.64
Sep	4	8.51
Oct	3	6.38
Nov	8	17.02
Dec	3	6.38

**Daily Summary**

<b>Day</b>	<b>Number of Crashes</b>	<b>Percent of Total</b>
Mon	6	12.77
Tue	3	6.38
Wed	13	27.66
Thu	11	23.40
Fri	6	12.77
Sat	5	10.64
Sun	3	6.38

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

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**Hourly Summary**

<b>Hour</b>	<b>Number of Crashes</b>	<b>Percent of Total</b>
0000-0059	0	0.00
0100-0159	0	0.00
0200-0259	0	0.00
0300-0359	0	0.00
0400-0459	0	0.00
0500-0559	0	0.00
0600-0659	2	4.26
0700-0759	4	8.51
0800-0859	5	10.64
0900-0959	1	2.13
1000-1059	4	8.51
1100-1159	5	10.64
1200-1259	3	6.38
1300-1359	2	4.26
1400-1459	7	14.89
1500-1559	1	2.13
1600-1659	4	8.51
1700-1759	2	4.26
1800-1859	1	2.13
1900-1959	1	2.13
2000-2059	2	4.26
2100-2159	3	6.38
2200-2259	0	0.00
2300-2359	0	0.00

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

**Light and Road Conditions Summary**

<b>Condition</b>	<b>Dry</b>	<b>Wet</b>	<b>Other</b>	<b>Total</b>
Day	33	6	0	39
Dark	5	2	0	7
Other	1	0	0	1
<b>Total</b>	<b>39</b>	<b>8</b>	<b>0</b>	<b>47</b>

**Object Struck Summary**

<b>Object Type</b>	<b>Times Struck</b>	<b>Percent of Total</b>
OFFICIAL HIGHWAY SIGN NON-BREAKAWAY	1	100.00

**Vehicle Type Summary**

<b>Vehicle Type</b>	<b>Number Involved</b>	<b>Percent of Total</b>
LIGHT TRUCK (MINI-VAN, PANEL)	1	1.04
PASSENGER CAR	35	36.46
PICKUP	17	17.71
SCHOOL BUS	1	1.04
SINGLE UNIT TRUCK (2-AXLE, 6-TIRE)	2	2.08
SPORT UTILITY	35	36.46
TRUCK/TRAILER	2	2.08
UNKNOWN	1	1.04
VAN	2	2.08

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

**Yearly Totals Summary**

**Accident Totals**

<b>Year</b>	<b>Total Accidents</b>	<b>Fatal Accidents</b>	<b>Injury Accidents</b>	<b>Property Damage Only Accidents</b>
2020	1	0	0	1
2021	3	0	1	2
2022	11	0	5	6
2023	10	0	3	7
2024	14	0	1	13
2025	8	0	2	6
<b>Total</b>	<b>47</b>	<b>0</b>	<b>12</b>	<b>35</b>

**Injury Totals**

<b>Year</b>	<b>Fatal Injuries</b>	<b>Class A, B, or C Injuries</b>
2020	0	0
2021	0	1
2022	0	8
2023	0	3
2024	0	2
2025	0	3
<b>Total</b>	<b>0</b>	<b>17</b>

**Miscellaneous Totals**

<b>Year</b>	<b>Property Damage</b>	<b>EPDO Index</b>
2020	\$ 1000	1.00
2021	\$ 11700	10.40
2022	\$ 58150	48.00
2023	\$ 62200	100.60
2024	\$ 64500	21.40
2025	\$ 31700	22.80
<b>Total</b>	<b>\$ 229250</b>	<b>204.20</b>

**Type of Accident Totals**

<b>Year</b>	<b>Left Turn</b>	<b>Right Turn</b>	<b>Rear End</b>	<b>Run Off Road &amp;</b>			
				<b>Fixed Object</b>	<b>Angle</b>	<b>Side Swipe</b>	<b>Other</b>
2020	0	0	1	0	0	0	0
2021	0	0	3	0	0	0	0

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

Year	Run Off Road &						Other
	Left Turn	Right Turn	Rear End	Fixed Object	Angle	Side Swipe	
2022	0	0	4	0	5	0	2
2023	1	2	3	0	2	1	1
2024	2	0	3	0	5	2	2
2025	0	0	2	1	5	0	0
<b>Total</b>	3	2	16	1	17	3	5

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

**Study Criteria**

Study Name	Log No.	PH No.	TIP No.	K/A Cf.	B/C Cf.	ADT	ADT Route
CHARLOTTEANDFRANKLIN				76.8	8.4	0	

Request Date	Courier Service	Phone No.	Ext.	Fax No.
		704-282-4700	4745	

County			Municipality			Y-Line Ft.	Begin Date	End Date	Years
Name	Code	Div.	Name	Code	Code	Y-Line Ft.	Begin Date	End Date	Years
UNION	90	10	MONROE	366		150	08/01/2020	08/01/2025	5.00

Location Text	Requestor
Intersection of N. Charlotte Ave. and W. Franklin St.	City of Monroe Traffic Division

Intersection Road Combinations			
Name	Code	Code	Name
CHARLOTTE	50005727	50011079	FRANKLIN



**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

Acc No	Crash ID	Date	Accident Type	Total Damage	Injuries				Condition			Road		Trfc Ctl	
					F	A	B	C	R	L	W	Ch	Ci	Dv	Op
Unit 2 : 1		Alchl/Drugs: 0	Speed: 30 MPH Dir: S		Veh Mnvr / Ped Actn: 4				Obj Strk:						
9	107049723	08/06/2022 20:29	ANGLE	\$ 2500	0	0	0	0	1	4	1	1	0	3	1
Unit 1 : 1		Alchl/Drugs: 0	Speed: 5 MPH Dir: W		Veh Mnvr / Ped Actn: 8				Obj Strk:						
Unit 2 : 1		Alchl/Drugs: 0	Speed: 25 MPH Dir: S		Veh Mnvr / Ped Actn: 4				Obj Strk:						
10	107101512	09/29/2022 13:50	ANGLE	\$ 2200	0	0	0	0	1	1	2	1	0	3	1
Unit 1 : 32		Alchl/Drugs: 0	Speed: 50 MPH Dir: W		Veh Mnvr / Ped Actn: 4				Obj Strk:						
Unit 2 : 2		Alchl/Drugs: 0	Speed: 20 MPH Dir: N		Veh Mnvr / Ped Actn: 4				Obj Strk:						
11	107154888	11/09/2022 08:41	ANGLE	\$ 13000	0	0	0	0	1	1	1	1	0	3	1
Unit 1 : 3		Alchl/Drugs: 0	Speed: 20 MPH Dir: S		Veh Mnvr / Ped Actn: 4				Obj Strk:						
Unit 2 : 3		Alchl/Drugs: 0	Speed: 15 MPH Dir: W		Veh Mnvr / Ped Actn: 4				Obj Strk:						
12	107634238	02/23/2024 14:26	REAR END, SLOW OR STOP	\$ 5000	0	0	0	0	1	1	1	1	0	3	1
Unit 1 : 1		Alchl/Drugs: 0	Speed: 20 MPH Dir: N		Veh Mnvr / Ped Actn: 4				Obj Strk:						
Unit 2 : 4		Alchl/Drugs: 0	Speed: 0 MPH Dir: N		Veh Mnvr / Ped Actn: 1				Obj Strk:						
13	107797221	07/25/2024 17:32	REAR END, SLOW OR STOP	\$ 2000	0	0	0	0	1	1	1	1	0	3	1
Unit 1 : 1		Alchl/Drugs: 0	Speed: 5 MPH Dir: W		Veh Mnvr / Ped Actn: 11				Obj Strk:						
Unit 2 : 1		Alchl/Drugs: 0	Speed: 0 MPH Dir: W		Veh Mnvr / Ped Actn: 1				Obj Strk:						
14	107883945	10/11/2024 18:10	REAR END, SLOW OR STOP	\$ 2000	0	0	0	0	1	1	1	3	0	3	1
Unit 1 : 1		Alchl/Drugs: 0	Speed: 0 MPH Dir: W		Veh Mnvr / Ped Actn: 12				Obj Strk:						
Unit 2 : 4		Alchl/Drugs: 0	Speed: 0 MPH Dir: W		Veh Mnvr / Ped Actn: 1				Obj Strk:						
15	107901556	10/24/2024 16:23	REAR END, SLOW OR STOP	\$ 3000	0	0	0	0	1	1	1	3	0	3	1
Unit 1 : 7		Alchl/Drugs: 0	Speed: 0 MPH Dir: W		Veh Mnvr / Ped Actn: 1				Obj Strk:						
Unit 2 : 1		Alchl/Drugs: 0	Speed: 5 MPH Dir: W		Veh Mnvr / Ped Actn: 4				Obj Strk:						
16	108130763	06/03/2025 15:43	ANGLE	\$ 8000	0	0	2	0	1	1	1	1	0	3	
Unit 1 : 1		Alchl/Drugs: 0	Speed: 35 MPH Dir: N		Veh Mnvr / Ped Actn: 4				Obj Strk:						
Unit 2 : 4		Alchl/Drugs: 0	Speed: 5 MPH Dir: W		Veh Mnvr / Ped Actn: 4				Obj Strk:						

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

Acc No	Crash ID	Date	Accident Type	Total Damage	Injuries				Condition			Road		Trfc Ctl	
					F	A	B	C	R	L	W	Ch	Ci	Dv	Op

**Legend for Report Details:**

- Acc No - Accident Number
- Injuries: F - Fatal, A - Class A, B - Class B, C - Class C
- Condition: R - Road Surface, L - Ambient Light, W - Weather
- Rd Ch - Road Character
- Rd Ci - Roadway Contributing Circumstances
- Trfc Ctl - Traffic Control: Dv - Device, Op - Operating
- Alchl/Drgs - Alcohol Drugs Suspected
- Veh Mnvr/Ped Actn - Vehicle Maneuver/Pedestrian Action
- Obj Strk - Object Struck

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

**Summary Statistics**

**High Level Crash Summary**

<b>Crash Type</b>	<b>Number of Crashes</b>	<b>Percent of Total</b>
Total Crashes	16	100.00
Fatal Crashes	0	0.00
Non-Fatal Injury Crashes	3	18.75
Total Injury Crashes	3	18.75
Property Damage Only Crashes	13	81.25
Night Crashes	1	6.25
Wet Crashes	1	6.25
Alcohol/Drugs Involvement Crashes	0	0.00

**Crash Severity Summary**

<b>Crash Type</b>	<b>Number of Crashes</b>	<b>Percent of Total</b>
Total Crashes	16	100.00
Fatal Crashes	0	0.00
Class A Crashes	0	0.00
Class B Crashes	1	6.25
Class C Crashes	2	12.50
Property Damage Only Crashes	13	81.25

**Vehicle Exposure Statistics**

**Annual ADT = 0**

**Total Vehicle Exposure = 0 (MEV)**

<b>Crash Rate</b>	<b>Crashes Per 100 Million Vehicles Entered</b>
Total Crash Rate	∞
Fatal Crash Rate	NaN
Non Fatal Crash Rate	∞
Night Crash Rate	∞
Wet Crash Rate	∞
EPDO Rate	∞

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

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**Miscellaneous Statistics**

Severity Index =	2.39
EPDO Crash Index =	38.20
Estimated Property Damage Total = \$	78900.00

**Accident Type Summary**

Accident Type	Number of Crashes	Percent of Total
ANGLE	8	50.00
OTHER NON-COLLISION	1	6.25
REAR END, SLOW OR STOP	7	43.75

**Injury Summary**

Injury Type	Number of Injuries	Percent of Total
Fatal Injuries	0	0.00
Class A Injuries	0	0.00
Class B Injuries	2	40.00
Class C Injuries	3	60.00
Total Non-Fatal Injuries	5	100.00
Total Injuries	5	100.00

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

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**Monthly Summary**

<b>Month</b>	<b>Number of Crashes</b>	<b>Percent of Total</b>
Jan	1	6.25
Feb	1	6.25
Mar	1	6.25
Apr	2	12.50
May	1	6.25
Jun	1	6.25
Jul	1	6.25
Aug	3	18.75
Sep	1	6.25
Oct	3	18.75
Nov	1	6.25
Dec	0	0.00

**Daily Summary**

<b>Day</b>	<b>Number of Crashes</b>	<b>Percent of Total</b>
Mon	1	6.25
Tue	4	25.00
Wed	1	6.25
Thu	5	31.25
Fri	2	12.50
Sat	1	6.25
Sun	2	12.50

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

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**Hourly Summary**

<b>Hour</b>	<b>Number of Crashes</b>	<b>Percent of Total</b>
0000-0059	0	0.00
0100-0159	0	0.00
0200-0259	0	0.00
0300-0359	0	0.00
0400-0459	0	0.00
0500-0559	0	0.00
0600-0659	0	0.00
0700-0759	0	0.00
0800-0859	3	18.75
0900-0959	0	0.00
1000-1059	0	0.00
1100-1159	1	6.25
1200-1259	1	6.25
1300-1359	2	12.50
1400-1459	2	12.50
1500-1559	1	6.25
1600-1659	2	12.50
1700-1759	2	12.50
1800-1859	1	6.25
1900-1959	0	0.00
2000-2059	1	6.25
2100-2159	0	0.00
2200-2259	0	0.00
2300-2359	0	0.00

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

**Light and Road Conditions Summary**

<b>Condition</b>	<b>Dry</b>	<b>Wet</b>	<b>Other</b>	<b>Total</b>
Day	14	1	0	15
Dark	1	0	0	1
Other	0	0	0	0
<b>Total</b>	<b>15</b>	<b>1</b>	<b>0</b>	<b>16</b>

**Vehicle Type Summary**

<b>Vehicle Type</b>	<b>Number Involved</b>	<b>Percent of Total</b>
LIGHT TRUCK (MINI-VAN, PANEL)	2	6.25
PASSENGER CAR	15	46.88
PICKUP	5	15.62
SCHOOL BUS	1	3.12
SPORT UTILITY	7	21.88
UNKNOWN	1	3.12
VAN	1	3.12

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

**Yearly Totals Summary**

**Accident Totals**

<b>Year</b>	<b>Total Accidents</b>	<b>Fatal Accidents</b>	<b>Injury Accidents</b>	<b>Property Damage Only Accidents</b>
2020	0	0	0	0
2021	4	0	1	3
2022	7	0	1	6
2023	0	0	0	0
2024	4	0	0	4
2025	1	0	1	0
<b>Total</b>	<b>16</b>	<b>0</b>	<b>3</b>	<b>13</b>

**Injury Totals**

<b>Year</b>	<b>Fatal Injuries</b>	<b>Class A, B, or C Injuries</b>
2020	0	0
2021	0	1
2022	0	2
2023	0	0
2024	0	0
2025	0	2
<b>Total</b>	<b>0</b>	<b>5</b>

**Miscellaneous Totals**

<b>Year</b>	<b>Property Damage</b>	<b>EPDO Index</b>
2020	\$ 0	0.00
2021	\$ 20700	11.40
2022	\$ 38200	14.40
2023	\$ 0	0.00
2024	\$ 12000	4.00
2025	\$ 8000	8.40
<b>Total</b>	<b>\$ 78900</b>	<b>38.20</b>

**Type of Accident Totals**

<b>Year</b>	<b>Left Turn</b>	<b>Right Turn</b>	<b>Rear End</b>	<b>Run Off Road &amp;</b>			
				<b>Fixed Object</b>	<b>Angle</b>	<b>Side Swipe</b>	<b>Other</b>
2020	0	0	0	0	0	0	0
2021	0	0	2	0	2	0	0

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

Year	Run Off Road &						Other
	Left Turn	Right Turn	Rear End	Fixed Object	Angle	Side Swipe	
2022	0	0	1	0	5	0	1
2023	0	0	0	0	0	0	0
2024	0	0	4	0	0	0	0
2025	0	0	0	0	1	0	0
Total	0	0	7	0	8	0	1

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

**Study Criteria**

Study Name	Log No.	PH No.	TIP No.	K/A Cf.	B/C Cf.	ADT	ADT Route
JEFFERSONST				76.8	8.4	0	

Request Date	Courier Service	Phone No.	Ext.	Fax No.
		704-282-4700	4745	

County			Municipality			Y-Line Ft.	Begin Date	End Date	Years
Name	Code	Div.	Name	Code	Y-Line Ft.	Begin Date	End Date	Years	
UNION	90	10	All and Rural		150	8/1/2020	8/1/2025	5.00	

Location Text	Requestor
W. Jefferson St. at N. Charlotte Ave.	Sergeant David Simpson

Intersection Road Combinations			
Name	Code	Code	Name
NORTH CHARLOTTE AVENUE	50005727	50015355	WEST JEFFERSON STREET



## STAFF REPORT

**TO:** Public Safety Committee  
**VIA:** Mark Watson, City Manager  
**DATE:** September 18, 2025  
**FROM:** Sarah McAllister, PE, Engineering Director  
**PREPARED BY:** Sarah McAllister, PE – Engineering Director  
**SUBJECT:** NC 200 (MLK/Dickerson) and Charlotte Ave

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### SUMMARY STATEMENT

The Public Safety Committee is requested to consider options for improvements to NC 200 (MLK/Dickerson Blvd) and Charlotte Ave.

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### REVIEW

NCDOT has been evaluating the accident history along NC 200 (Dickerson Blvd) between Charlotte Ave and Commerce Dr. Based on the accident patterns, they are recommending an access management style project along the corridor with a new signalized intersection roughly midway. Two concepts have been provided for the committee’s review. Alternate 1 includes a raised median along Dickerson Blvd with a new signal at Sparta Dr/Braemar Village Dr and widening of MLK from Charlotte Ave to Goldmine Road. Alternate 2 does not include the widening of MLK and stops at Charlotte Ave. NCDOT has stated that they would provide the estimates for each project by September 18<sup>th</sup>. Staff will be prepared to discuss both alternatives and the proposed paths forward.

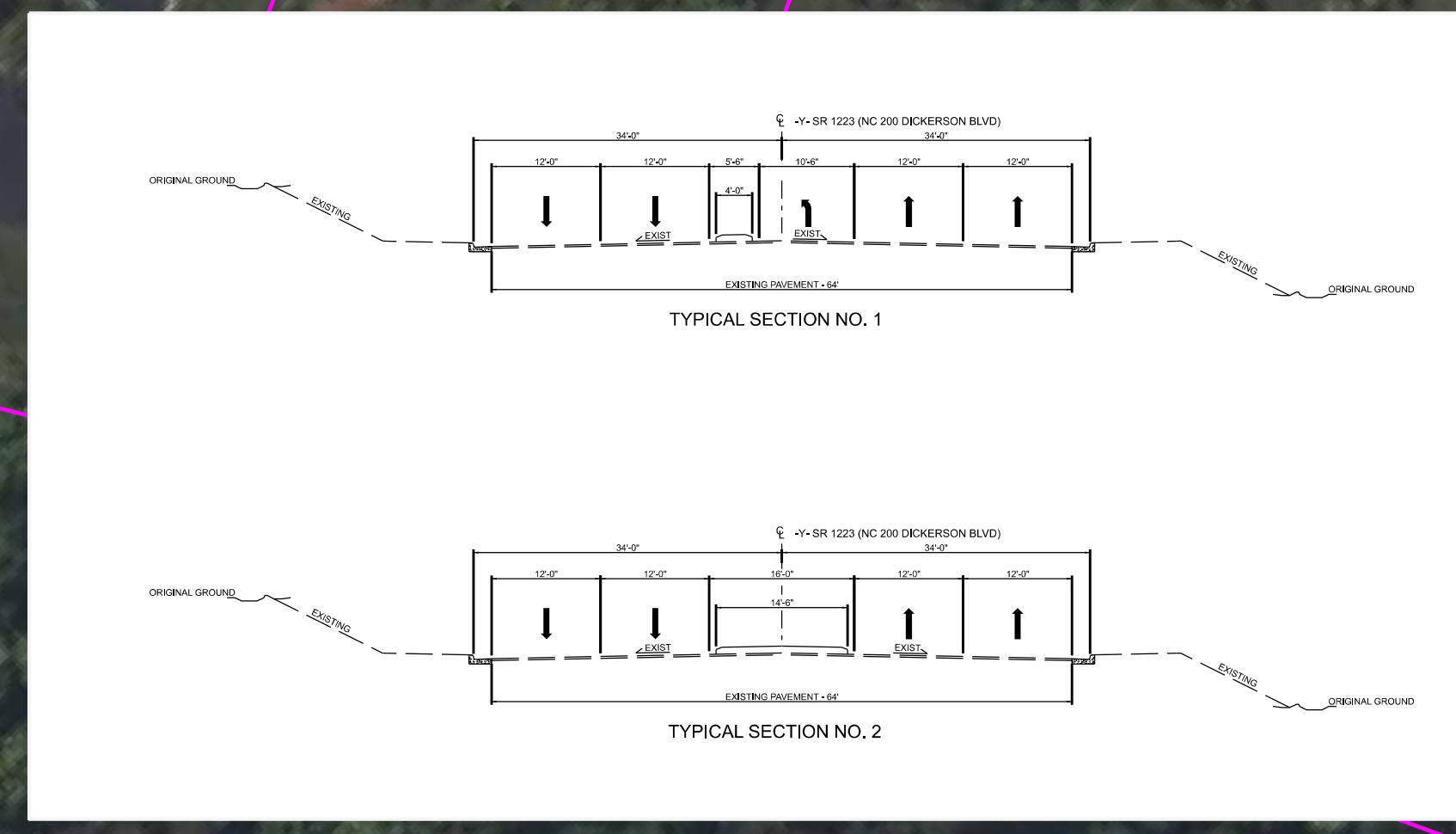
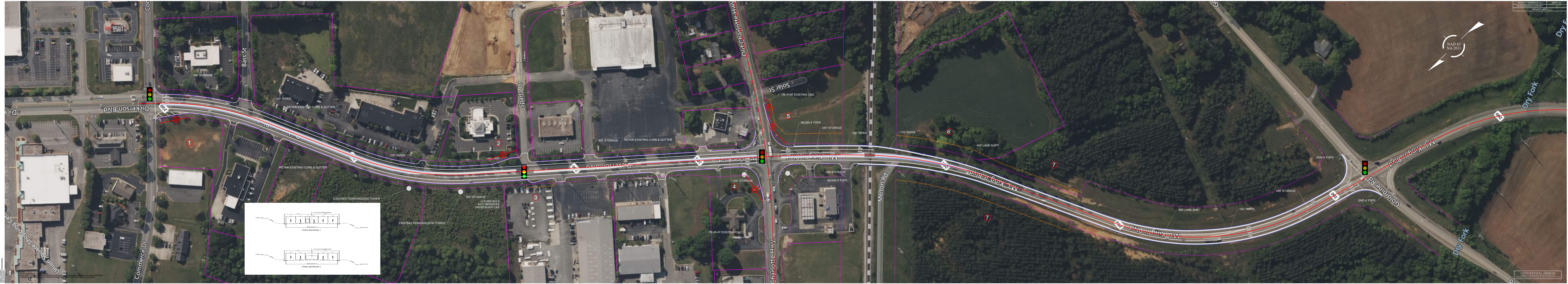
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### RECOMMENDATION

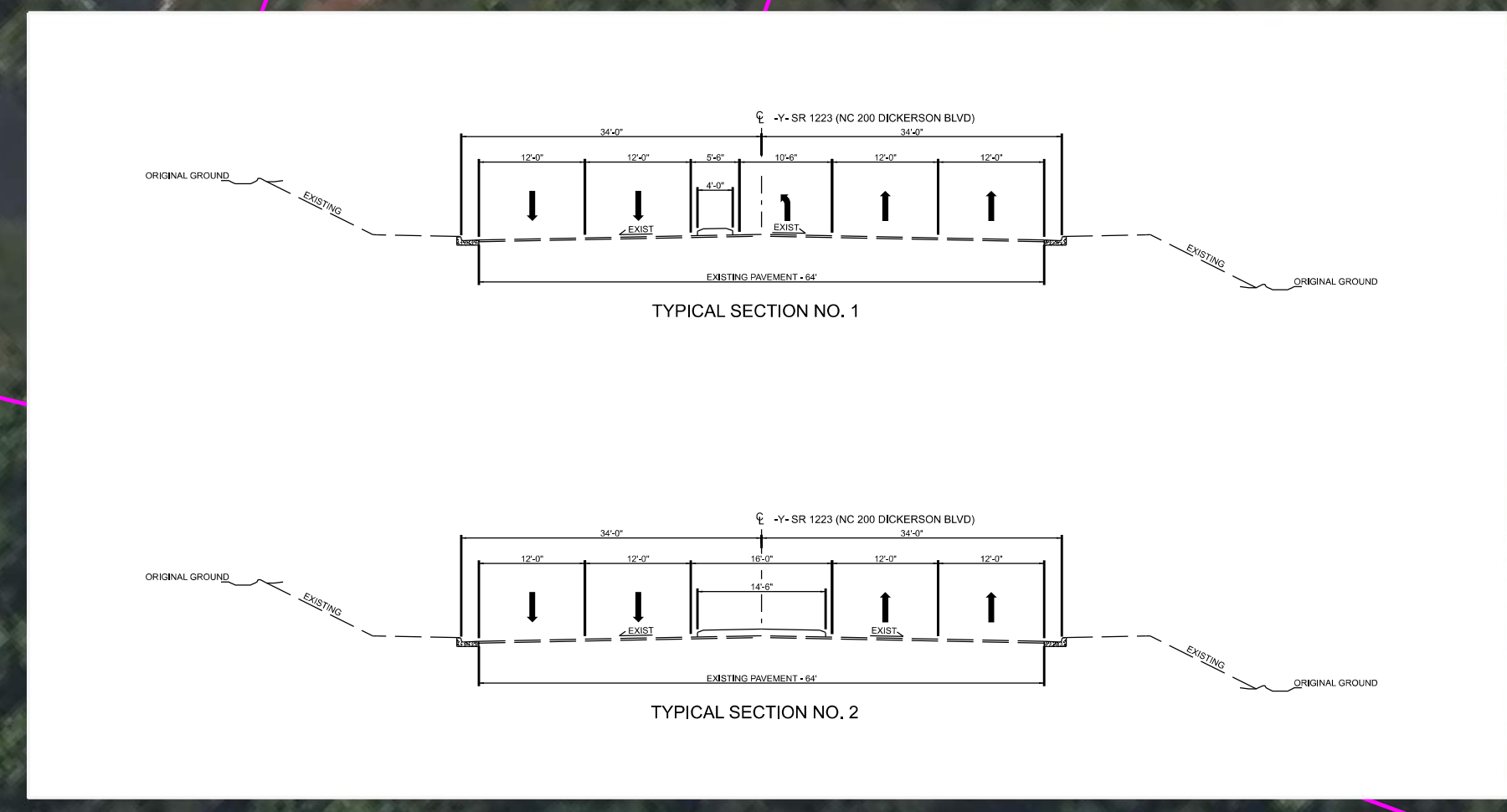
Engineering staff will be prepared to discuss the project.

Attachment:  
Alternate 1 and 2 Concepts



UNION SQUARE SHOPPING CENTER  
 METAL IMAGERY TAKEN FROM  
 AIRPHOTOGRAPHY.COM  
 CURRENT YEAR'S DATA EXISTING CONDITIONS MAY VARY AT SOME LOCATIONS

CONCEPTUAL DESIGN  
 SUBJECT TO CHANGE WITHOUT NOTICE  
 FOR EXPANSION EVALUATION PURPOSES ONLY



ALL AERIAL PHOTOGRAPHY TAKEN FROM THE COURTESY OF THE AIR PHOTOGRAMMETRY CORPORATION. CURRENT YEAR'S DATA EXISTING CONDITIONS MAY VARY AT SOME LOCATIONS.