



# RURAL COUNTY TRANSPORTATION PROGRAM (RCTP)

FISCAL YEAR 2018

GUIDELINES



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## PROGRAM DESCRIPTION

The Rural County Transportation Program (RCTP) is designed to help small cities implement non-federal aid transportation projects. The funds will be provided by Dubuque County to small cities through an application process.

The RCTP funds are released every fiscal year. The Dubuque County Board of Supervisors have approved \$65,000 for FY 18 (the amount is subject to change each year) in local funds. The maximum annual award amount provided by RCTP to a city is \$25,000.

## PROJECT SPONSOR

The Project Sponsor is the applicant and will be the entity that enters into agreement with the Dubuque County Secondary roads department for funding. The Project Sponsor **MUST** be a municipal governmental agency established through State Statutes. The municipal governmental agencies that are eligible to apply are *Balltown, Bankston, Bernard, Cascade (in Dubuque County), Dyersville, Epworth, Farley, Graf, Holy Cross, Luxemburg, New Vienna, Rickardsville, Sherrill, Worthington, and Zwingle*.

## FUNDING

The RCTP will fund a maximum of eighty percent (80%) of the total project cost up to \$25,000. The project sponsor must secure funding for a minimum of twenty percent (20%) of total project cost. When ranking applications, the RCTP will award more points to projects with a higher percentage of local funding.

## EVALUATION CRITERIA

Each project submitted will be evaluated by RPA 8 staff. The projects are ranked on five categories Traffic, Safety, Local Match, Land Use and Existing Condition. Each category is assigned a score ranging from zero to twenty-five (with zero being the least favored evaluation). The total number of points a project can be awarded is 100.

### Traffic

$(\text{Traffic Count}) / (\text{Population of the City}) = \text{Ratio}$

Ratio	Score
0.20	5
0.40	10
0.60	15
0.80	20
1.0 and more	25

Safety ranking with crash data (Maximum: 25 points)

Criteria	Score
Cost: Benefit ratio (1: 0.5)	15
Cost: Benefit ratio (1: 0.75)	20
Cost: Benefit ratio (1: 1 and above)	25

RPA 8 staff will take into consideration the existing crash data for analysis and will expect communities to provide information listed below in absence of crash data.

Safety ranking in absence of crash data (Maximum: 25 points)

Criteria	Score
Letter from local businesses supporting improvement for enhancing safety of customers	15
Letter from the School supporting improvement for enhancing safety for students	20
Project is on a Dubuque County detour route	25
Project is listed in Safe Routes to School Plan	25

Local Match (Maximum: 25 points)

Percentage	Score
20%	0
21.00% - 25.00%	5
25.01% - 30.00%	10
30.01% - 35.00%	15
35.01% - 40.00%	20
40.01% and more	25

Condition of Existing project (Maximum: 25 points)

	Score
Pictures	0-25

RPA 8 staff will assign points basing on condition of the project shown in the pictures. Any other information will help staff determine the existing conditions.

**PROJECT SELECTION**

RPA 8 staff and a subcommittee of city clerks from Dubuque County small cities will review the applications submitted by project sponsors. The Small City Clerk Subcommittee, with input from RPA 8 staff, will rank the projects. Projects from cities that have received RCTP funding in past two years will be ranked behind projects from Cities that have not received funding in the last two years.

## PROJECT APPROVAL

RPA 8 Staff and the Small City Clerk Subcommittee will submit their project ranking to the Dubuque County Engineer for consideration. The Dubuque County Engineer will award funding to projects until all available funds have been committed. In the event two or more projects rank equally, priority shall be given to the project located on the higher Federal Function Classification (FFC) route. In the event two or more projects ranked equally and are on routes with the same FFC class, funding shall be awarded based on project readiness. The Dubuque County Engineer will submit funding awards to the Dubuque County Board of supervisors for final approval.

## TIMELINE FOR APPLICATION PROCESS AND APPROVAL

1. The RCTP application will be available to small cities in the first week of April, 2017.
2. The cities submit completed RCTP application to RPA 8 staff by 5th of May, 2017.
3. The RPA 8 staff and the Small City Clerk Subcommittee complete ranking of RCTP applications by the end of the third week of May, 2017.
4. The Dubuque County Engineer will provide project award recommendations to the Dubuque County Supervisors by 1st week of June, 2017.
5. The Dubuque County Engineer will send approval letters and 28E agreements to project sponsors by the end of June, 2017.

## TIMELINE FOR PROJECT IMPLEMENTATION

The approved projects will have two years to get project let from the day of approval from Dubuque County supervisors.

The project sponsor may apply for a one year extension from Dubuque County Supervisors with a valid explanation for project delays.

Projects that are not let within the time period will lose funding. The funding will be returned to Dubuque County.



## SAMPLE RESOLUTION

**RESOLUTION AUTHORIZING THE FILING OF A RURAL COUNTY  
TRANSPORTATION PROGRAM (RCTP) GRANT APPLICATION WITH THE  
DUBUQUE COUNTY TO ASSIST WITH THE FUNDING OF  
\_\_\_\_\_ (Project Name)**

Whereas, the \_\_\_\_\_ (state the problem.  
Example: deterioration of road), in the \_\_\_\_\_ (name of the project) from  
\_\_\_\_\_ (point A) to \_\_\_\_\_ (point B) in the City of \_\_\_\_\_ could be  
improved by \_\_\_\_\_ (state improvements); and

Whereas, the City is requesting Dubuque County RCTP funding in the  
amount of \$\_\_\_\_\_ (requested amount) in Fiscal Year \_\_\_\_\_ (fill fiscal year) to assist  
with the construction of a roundabout intersection; and

Whereas as the City will be responsible for maintenance of the project for project life  
time; and

Whereas, the City has sufficient funds available to cover the local funding in the amount  
of \$\_\_\_\_\_ (local match)

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF \_\_\_\_\_ (fill City name), IOWA, THAT:

THE CITY HEREBY SUPPORTS AND AUTHORIZES THE GRANT  
APPLICATION SUBMITTAL FOR FUNDING THROUGH THE RCTP FY\_\_\_ TO  
ASSIST WITH THE FUNDING \_\_\_\_\_ (PROJECT NAME).

Passed, approved and adopted this \_\_\_\_\_ (Date)

\_\_\_\_\_  
Name, Mayor

\_\_\_\_\_  
Name, City Clerk

**SAMPLE AGREEMENT**  
**Dubuque County Secondary Roads**

**Agreement for a**  
**Rural County Transportation Program (RCTP) Project**

RECIPIENT: **The City of XXXX**

PROJECT NO: \_\_\_\_\_

Dubuque County

AGREEMENT NO.: \_\_\_\_\_

This is an agreement between the **City of XXXX** (hereinafter referred to as **RECIPIENT**) and the Dubuque County Secondary Roads (hereinafter referred to as the **COUNTY**)

Pursuant to the terms of this agreement, applicable statutes, administrative rules, and programming by Dubuque County and the **City of XXXXX**, the County agrees to provide funding to the Recipient for the authorized and approved costs for eligible items associated with the development of the **XXXXXXXXX Project**.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead organization for carrying out the provisions of this agreement.

All notices required under this agreement shall be made in writing to the County and/or the Recipient's contact person. The County's contact person shall be Anthony Bardgett, Dubuque County Secondary Roads, 13047 City View Drive, Dubuque, Iowa 52002, 563-5557-7283. The Recipient's contact person shall be XXXXX, Address : XXXXXXXXXXX, Ph: XXX-XXX-XXXX

2. The Recipient shall be responsible for the development and completion of the following described project:

<u>Description of Project Element</u>	<u>RCTP Aid Ceiling</u>	<u>% Funding</u>
		<u>Participation</u>
Project name	Funding approved by County	Percentage

3. Eligible project costs for the project described in Section 2 of this agreement, listed above, which are incurred after the date of Dubuque County approval shall be paid as follows:

RCTP Funds (Grant):	\$XXXXXX
Local Contribution:	\$ <u>XXXX</u>
Project Total:	\$XXXXXX

- 4. The local contribution stated above should not include cash to the project.
- 5. The **RECIPIENT** understands and agrees that it shall be responsible for any cost overruns above the RCTP grant caps of \$25,000 or 80% of the total cost of the eligible item, whichever is smaller.

Activities or costs eligible should follow statement of work set out in Application.

- 6. The **RECIPIENT** shall submit to the **COUNTY**, no later than 30 days the **RECIPIENT'S** signature date on this agreement. Failure to do so by the **RECIPIENT** may be considered a default under this agreement.
- 7. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
- 8. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
- 9. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
- 10. This agreement is not assignable without the prior written consent of the **COUNTY**.
- 11. The **COUNTY** reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.



12. The Recipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred for the project. The Recipient shall also make such materials available at all reasonable times during the construction period and for three years from the date of final reimbursement, for inspection by the **COUNTY**. Copies of said materials shall be furnished by the **RECIPIENT** if requested.
13. The **RECIPIENT** may submit to the **COUNTY** periodic itemized claims for reimbursement for eligible project costs. Reimbursement claims shall include certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
14. The **COUNTY** will reimburse the **RECIPIENT** for properly documented and certified claims for eligible project costs. If, upon final audit or review, the **COUNTY** determines the **RECIPIENT** has been overpaid, the **RECIPIENT** shall reimburse the overpaid amount to the **COUNTY**.
15. Upon completion of the project described in this agreement, professionals from **RECIPIENT**, shall certify in writing to the **COUNTY** that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement.
  - a. Final reimbursement of funds shall be made only after the **COUNTY** accepts the project as complete.
16. The **RECIPIENT** agrees to indemnify, defend and hold the **COUNTY** harmless from any action or liability arising out of development of the project or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the **COUNTY**'s application review and approval process, and funding participation.
17. This agreement may be declared to be in default by the **COUNTY** if the **COUNTY** determines that the **RECIPIENT'S** application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the **COUNTY** determines that the project is not developed as described in the application.
18. If the **RECIPIENT** fails to perform any obligation under this agreement, the **COUNTY** shall have the right, after first giving thirty (30) days written notice to the **RECIPIENT** by certified mail return receipt requested, to declare any part or all of this agreement in default. The **RECIPIENT** shall have thirty (30) days from date of mailing of the notice to cure the default. If the **RECIPIENT** cures the default, the **RECIPIENT** shall notify **COUNTY** no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. Within ten (10) working days of receipt of **RECIPIENT'S** notice of cure, the **COUNTY** shall issue either a notice of acceptance of cure or a notice of continued default.

19. In the event a default is not cured the **COUNTY** may revoke funding commitments and/or seek repayment of funds loaned or granted by this agreement. By signing this agreement, the **RECIPIENT** agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the **DUBUQUE COUNTY SUPERVISORS** and may include cash repayment, installment repayments with negotiable interest rates, or other methods as approved by the **DUBUQUE COUNTY BOARD of SUPERVISORS**.
20. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A (2011). Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. **COUNTY** and the **RECIPIENT** agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this section for arbitration.
21. This agreement as set forth in sections 1 through 21 herein, including referenced exhibits, constitutes the entire agreement between the **COUNTY** and the **RECIPIENT** concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the **COUNTY** and **RECIPIENT**.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. **XXXXXXXX** as of the date shown opposite its signature below.

RECIPIENT: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_

Title: \_\_\_\_\_

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
\_\_\_\_\_, and that \_\_\_\_\_, who signed said  
Agreement for and on behalf of \_\_\_\_\_ was duly authorized to execute  
the same by virtue of a formal Resolution duly passed and adopted  
by \_\_\_\_\_, on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**DUBUQUE COUNTY**

720 Central Ave, Dubuque, IA 52001

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_

CHAIR PERSON

DUBUQUE COUNTY BOARD OF SUPERVISORS