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 cites implement non-federal aid transportation projects. The funds will be provided by Dubuque County to small cites 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
\[(\text{Traffic Count}) / (\text{Population of the City}) = \text{Ratio}\]

<table>
<thead>
<tr>
<th>Ratio</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.20</td>
<td>5</td>
</tr>
<tr>
<td>0.40</td>
<td>10</td>
</tr>
<tr>
<td>0.60</td>
<td>15</td>
</tr>
<tr>
<td>0.80</td>
<td>20</td>
</tr>
<tr>
<td>1.0 and more</td>
<td>25</td>
</tr>
</tbody>
</table>
Safety ranking with crash data (Maximum: 25 points)

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost: Benefit ratio (1: 0.5)</td>
<td>15</td>
</tr>
<tr>
<td>Cost: Benefit ratio (1: 0.75)</td>
<td>20</td>
</tr>
<tr>
<td>Cost: Benefit ratio (1: 1 and above)</td>
<td>25</td>
</tr>
</tbody>
</table>

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)

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter from local businesses supporting improvement for enhancing safety of customers</td>
<td>15</td>
</tr>
<tr>
<td>Letter from the School supporting improvement for enhancing safety for students</td>
<td>20</td>
</tr>
<tr>
<td>Project is on a Dubuque County detour route</td>
<td>25</td>
</tr>
<tr>
<td>Project is listed in Safe Routes to School Plan</td>
<td>25</td>
</tr>
</tbody>
</table>

Local Match (Maximum: 25 points)

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>20%</td>
<td>0</td>
</tr>
<tr>
<td>21.00% - 25.00%</td>
<td>5</td>
</tr>
<tr>
<td>25.01% - 30.00%</td>
<td>10</td>
</tr>
<tr>
<td>30.01% - 35.00%</td>
<td>15</td>
</tr>
<tr>
<td>35.01% - 40.00%</td>
<td>20</td>
</tr>
<tr>
<td>40.01% and more</td>
<td>25</td>
</tr>
</tbody>
</table>

Condition of Existing project (Maximum: 25 points)

<table>
<thead>
<tr>
<th>Pictures</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-25</td>
<td></td>
</tr>
</tbody>
</table>

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.
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 XXXX, the County agrees to provide funding to the Recipient for the authorized and approved costs for eligible items associated with the development of the XXXXXXXX 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: XXXXXXXXX, Ph: XXX-XXX-XXXX

2. The Recipient shall be responsible for the development and completion of the following described project:
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): $XXXXX
   Local Contribution: $ XXXX
   Project Total: $XXXXX

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