**City of Concord**

**Technical Standards Manual**

**Article VIII**

**Traffic Impact Analysis (TIA)**

**Appendix F**

**Transportation Mitigation Agreement (TMA)**

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**TRANSPORTATION MITIGATION AGREEMENT**

|  |  |
| --- | --- |
| **Project Information** | **Applicant Information** |
|  |  |  |  |
| **Project Name:** |  | **Applicant Name:** |  |
|  |  |  |  |
| **Project Owner:** |  | **Applicant Phone:** |  |
|  |  |  |  |
| **Project Location:** |  | **Applicant Address:** |  |
|  |  |  |  |
|  |  |  |  |
| **Case Number:** |  | **Applicant Email:** |  |

The City of Concord, with concurrence from the North Carolina Department of Transportation (where applicable), and the Applicant hereby agree that the information documented herein accurately and completely describes the development project and mitigation measures required and/or agreed upon to adequately mitigate the development’s impacts to the public transportation system. The Applicant, and their successors and/or assigns, agrees to be responsible for the complete implementation of the identified mitigation measures as a condition of the subject development.

**TRANSPORTATION IMPACT ANALYSIS (TIA) REPORT**

|  |  |  |  |
| --- | --- | --- | --- |
| **Scoping Document Date:** |  | **Site Plan Date:** |  |
| **TIA Consultant:** |  | **Final TIA Date:** |  |

The final TIA Report for the subject development and/or application must be attached as an exhibit to this agreement. Between the date of this agreement and the final build-out of the development, any deviation from the proposed site plan, access locations, development program (including the square footage, number of dwelling units and types, trip generation, trip distribution, phasing, build-out years, etc.) and other pertinent information identified and used in the impact analysis must be submitted to the City and NCDOT (where applicable) for consideration to determine if a revised TIA and/or subsequent revised TMA will be required.

If the project name changes throughout the development process from that used in the final TIA, the Applicant, and their successors and/or assigns, is responsible for notifying the City and the NCDOT of the name change to ensure proper record keeping.

**MITIGATION MEASURES**

**For the purposes of this document, the term “Mitigation Measures” includes all transportation improvements, traffic safety improvements, access control measures, transportation demand management plans, and other measures intended to address the traffic impact of the proposed development.**

All mitigation measures identified in the final approved TIA, and listed below, should be constructed and/or implemented in order for the transportation system to safely and adequately serve the traffic related to the subject development. While there is no requirement for the Applicant to construct/implement the identified off-site mitigation measures, applications and subsequent driveway permits are subject to disapproval if existing and/or proposed infrastructure is determined to be inadequate to safely and efficiently serve the proposed development. The Applicant is responsible for verifying and ensuring adequate Rights-of-Way (R/W) and/or easements exist prior to construction/implementation of any mitigation measures. Alterations to mitigation measures due to the lack of R/W or easements may require a revised TIA and subsequent TMA.

For single phased developments, all mitigation measures agreed to must be completed prior to the approval of the Certificate of Compliance (COC). If the proposed development is planned to be completed in multiple phases, all mitigation measures agreed to in the approved TMA must be constructed or implemented prior to approval of the COC of the second phase, regardless of the total number of proposed phases unless otherwise noted in the list.

Describe the location, nature, extent, and phasing of all mitigation measures identified in the final approved TIA. (*Attach additional pages if needed*)

|  |  |
| --- | --- |
| **Location:** |  |
| **Mitigation Measure:** |  |
|  |  |
| **Phasing:** |  |
|[ ]  Check if Applicant agrees to construct/implement this mitigation measure/transportation improvement |

|  |  |
| --- | --- |
| **Location:** |  |
| **Mitigation Measure:** |  |
|  |  |
| **Phasing:** |  |
|[ ]  Check if Applicant agrees to construct/implement this mitigation measure/transportation improvement |

|  |  |
| --- | --- |
| **Location:** |  |
| **Mitigation Measure:** |  |
|  |  |
| **Phasing:** |  |
|[ ]  Check if Applicant agrees to construct/implement this mitigation measure/transportation improvement |

|  |
| --- |
|[ ]  **Check if additional sheets are attached** |

**BONDING REQUIREMENTS**

Deferral of certain Mitigation Measures may be considered on a case-by-case basis. If any Mitigation Measures are approved to be deferred, the Applicant must issue a bond, letter of credit, or other performance security for improvements in accordance with section 5.7.4, Article 5 of the city’s CDO. Bonding requirements for mitigation measures and improvements within NCDOT right-of-way will be determined by NCDOT. (*Attach additional sheets if needed.*)

|  |  |
| --- | --- |
| **Deferred Mitigation(s)/Improvement(s):** |  |
|  |
| **Anticipated Date of Completion:** | Select Date | **Bonded Amount:** |  |
|[ ]  Check if Applicant agrees to construct/implement this mitigation measure |

|  |  |
| --- | --- |
| **Deferred Mitigation Measure:** |  |
|  |
| **Anticipated Date of Completion:** | Select Date | **Bonded Amount:** |  |
|[ ]  Check if Applicant agrees to construct/implement this mitigation measure |

|  |  |
| --- | --- |
| **Deferred Mitigation Measure:** |  |
|  |
| **Anticipated Date of Completion:** | Select Date | **Bonded Amount:** |  |
|[ ]  Check if Applicant agrees to construct/implement this mitigation measure |

|  |  |
| --- | --- |
| **Deferred Mitigation Measure:** |  |
|  |
| **Anticipated Date of Completion:** | Select Date | **Bonded Amount:** |  |
|[ ]  Check if Applicant agrees to construct/implement this mitigation measure |

**ADDITIONAL CONDITIONS**

Describe additional traffic impact and safety items to be coordinated through the development process which the Applicant agrees to. (*Attach additional sheets if needed*)

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|[ ]  **Check if additional sheets are attached** |

**AGREEMENT BY ALL PARTIES**

The mitigation measures and additional conditions listed in this Transportation Mitigation Agreement (TMA) have been determined to be necessary to adequately mitigate the impacts of the traffic related to the proposed development or, at minimum, maintain the current levels of service for all street segments and individual movements at intersections within the study area. If any of the identified mitigation measures are not agreed to in this TMA, the Applicant understands that the proposed development and/or any associated driveway permits are subject to disapproval due to the lack of adequate infrastructure. The Applicant is responsible for complete construction/implementation of all mitigation measures and satisfaction of any additional conditions agreed to in the list above. Any deviation from the development features as described in the final TIA, including but not limited to land uses and site access, must be submitted to City and NCDOT (as applicable) staff in writing for review and determination if a revised TIA and subsequent TMA will be required.

This TMA will expire at such time that the TIA is considered irrelevant.

**Date of TIA Approval:** Select Date.

|  |  |
| --- | --- |
|[ ]  Single-Phase Development | *TIA is irrelevant 3 years from approval date.* |
|[ ]  Multi-Phase Development | *TIA is irrelevant 4 years from approval date.* |

**APPLICANT**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| Signature |  | Printed Name |  | Date |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **County, North Carolina**

**Sworn and Subscribed before me this the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature of Notary Public (Print or type name of Notary Public) (Seal)

**NCDOT REPRESENTATIVE (if applicable)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| Signature |  | Printed Name |  | Date |

**CITY TRANSPORTATION REPRESENTATIVE**

|  |  |
| --- | --- |
| **Reviewed and approved by City Transportation on:** |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| Signature |  | Printed Name |  | Date |