

The 595th Policy Board Meeting
Fargo-Moorhead Metropolitan Council of Governments
THURSDAY, November 18, 2021 – 4:00 p.m.
Fargo, North Dakota

OVERALL AGENDA

1. Call to Order and Introductions
 - a. Introductions Information Item
 - b. Approve Order and Contents of the Overall Agenda Action Item
 - c. Approve Minutes of the October 21, 2021 Board Meeting Action Item
 - d. Approve November 2021 Bills Action Item
2. Consent Agenda Action Item
 - a. October End of Month Report
 - b. Bicycle & Pedestrian Committee Citizen Representative
3. Regular Agenda
 - a. Public Comment Opportunity Public Input
 - b. 2021 Metro Profile Action Item
 - c. 25th Street S Corridor Study Request for Proposals Action Item
 - d. MnDOT 2022 Agreement Action Item
 - e. 2022 Health Insurance Contract with BCBSND Action Item
 - f. Greater NW Passenger Rail Coalition Discussion Item
 - g. December Meeting Date Discussion Item
4. Additional Business Information Item
5. Adjourn

REMINDER: The next Metro COG Policy Board Meeting will be held Thursday, December 16, 2021 at 4:00 p.m.

Due to ongoing public health concerns related to COVID-19, Metro COG is encouraging citizens to provide their comments on agenda items via email to leach@fmmetrocog.org. To ensure your comments are received prior to the meeting, please submit them by 8:00 a.m. on the day of the meeting and reference which agenda item your comments address. If you would like to appear via video or audio link for comments or questions on a regular agenda or public hearing item, please provide your e-mail address and contact information to the above e-mail at least one business day before the meeting.

For Public Participation, please REGISTER with the following link:

https://us02web.zoom.us/webinar/register/WN_G9jeVyrPQ8yI4rEWbbMSyw

Red Action Items require roll call votes.

Full Agenda packets can be found on the Metro COG Web Site at <http://www.fmmetrocog.org>

NOTE: Given the participation of Fargo City Commissioners at Policy Board meetings, such meetings may constitute open public meetings of the City of Fargo.

Metro COG is committed to ensuring all individuals, regardless of race, color, sex, age, national origin, disability/handicap, sexual orientation, and/or income status have access to Metro COG's programs and services. Meeting facilities will be accessible to mobility impaired individuals. Metro COG will make a good faith effort to accommodate requests for translation services for meeting proceedings and related materials. Please contact Savanna Leach, Metro COG Executive Assistant, at 701-532-5100 at least five days in advance of the meeting if any special accommodations are required for any member of the public to be able to participate in the meeting.

PLANNING ORGANIZATION SERVING

FARGO, WEST FARGO, HORACE, CASS COUNTY, NORTH DAKOTA AND MOORHEAD, DILWORTH, CLAY COUNTY, MINNESOTA

Agenda Item 1c, Attachment 1

594th Policy Board Meeting Fargo-Moorhead Metropolitan Council of Governments Thursday, October 21, 2021 – 4:00 pm Zoom Web Conference

Members Present:

Matthew	Gilbertson	Moorhead City Council
John	Gunkelman	Fargo Planning Commission
Chuck	Hendrickson	Moorhead City Council
Jim	Kapitan	Cass County Commission
Steve	Lindaas	Moorhead City Council
Jenny	Mongeau	Clay County Commission
Julie	Nash	Dilworth City Council
Brad	Olson	West Fargo City Commission
Dave	Piepkorn	Fargo City Commission
Arlette	Preston	Fargo City Commission
Rocky	Schneider	Fargo Planning Commission
Scott	Stofferahn	Fargo Planning Commission
Jeff	Trudeau	Horace City Council

Members Absent:

Tony	Gehrig	Fargo City Commission
Amanda	George	West Fargo City Commission
John	Strand	Fargo City Commission
Maranda	Tasa	Fargo Planning Commission

Others Present:

Adam	Altenburg	Metro COG
Luke	Champa	Metro COG
Ari	Del Rosario	Metro COG
Dan	Farnsworth	Metro COG
Cindy	Gray	Metro COG
Savanna	Leach	Metro COG
Michael	Maddox	Metro COG
Bob	Walton	NDDOT – Fargo District

1a. **MEETING CALLED TO ORDER, WELCOME, AND INTRODUCTIONS, convened**

The meeting was called to order at 4:00 pm, on October 21, 2021 by Chair Nash, noting a quorum was present. Introductions were made.

1b. **Approve Order and Contents of Overall Agenda, approved**

Chair Nash asked for approval for the overall agenda.

MOTION: Approve the contents of the Overall Agenda of the October 21, 2021 Policy Board Meeting.

Mr. Olson moved, seconded by Mr. Piepkorn

MOTION, passed

Motion carried unanimously.

1c. Past Meeting Minutes, approved

Chair Nash asked for approval of the Minutes of the September 16, 2021 Meeting.

**MOTION: Approve the September 16, 2021 Policy Board Meeting Minutes.
Mr. Hendrickson moved, seconded by Mr. Kapitan
MOTION, passed
Motion carried unanimously.**

1d. Monthly Bills, approved

Chair Nash asked for approval of the October 2021 Bills as listed on Attachment 1d.

**MOTION: Approve the October 2021 Bills List.
Mr. Kapitan moved, seconded by Mr. Gunkelman
MOTION, passed
Motion carried unanimously.**

2. CONSENT AGENDA

Chair Nash asked for approval of Items a-c on the Consent Agenda.

- a. September Month End Report
- b. 3rd Quarter Report
- c. 2050 Demographic Forecast Update

**MOTION: Approve Items a-c on the Consent Agenda.
Mr. Olson moved, seconded by Mr. Kapitan
MOTION, passed
Motion carried unanimously.**

3. REGULAR AGENDA

3a. Public Comment Opportunity

No public comments were made or received.

3b. US Highway 10 through Dilworth Request for Proposals

Mr. Maddox presented the US Highway 10 through Dilworth Request for Proposals (RFP). The corridor through Dilworth is slated for reconstruction within the next 5-10 years. The study would focus on the future needs of the corridor between 34th Street and MN Hwy. 336, with most of the emphasis on the area between 34th Street and the eastern edge of Dilworth. The area between 14th Street and MN Hwy 336 is included to consider a possible relocation of the MnDOT weigh station located on US Highway 10 in Moorhead. Access management, traffic control, capacity needs, and relationship between the highway and the adjacent existing and future development will be considered as part of the study. The RFP includes a proposed scope of work and a \$160,000 budget.

MOTION: Approve the US Highway 10 through Dilworth Request for Proposals

**Mr. Lindaas moved, seconded by Mr. Gunkelman.
MOTION, passed
Motion carried unanimously.**

3c. University Drive & 10th Street One-Way Pair Study Request for Proposals

Mr. Maddox presented the University & 10th Street One-Way Pair Study Request for Proposals (RFP). The study would identify traffic and land use issues along the corridor and investigate the feasibility of converting to two-way streets, along with alternatives that may approve livability and neighborhood preservation. The study could potentially be broken into two phases, the first being mostly investigatory and a large reliance on public input. The second phase would be tailored to address other objectives, including roadway configuration, land use, and economic impact/feasibility of preserving neighborhoods.

Questions from the board included public input, and potential economic development versus neighborhood preservation. Phase I will include a robust program of public input along with analysis of multi-modal transportation issues and review of the feasibility of making changes to the two streets, along with study and review of the adjacent neighborhoods to identify areas where preservation of the existing land uses would be beneficial and areas where redevelopment would be beneficial. This phase will also identify future projections on these roadway corridors, and impacts to intersecting and parallel corridors if changes are made. Phase II would focus on the more detailed planning concepts for the roadway corridor, after getting public input and guidance from the City of Fargo, the City Commission, and the Planning Commission, and would further study the relationship between the corridor plans and the economic development and neighborhood preservation.

Mr. Walton stated that the functional classification of the roadways should be considered with this study, and added that a change to two-way corridors could result in a change to their highway designation. Ms. Gray agreed, and stated that this would be included in the scope of work.

**MOTION: Approve the University Drive & 10th Street One-Way Pair Study Request for Proposals
Ms. Preston moved, seconded by Mr. Lindaas.
MOTION, passed
Motion carried unanimously.**

3d. Bicycle and Pedestrian Plan Public Engagement

Mr. Farnsworth presented an update on the Bicycle and Pedestrian Plan public engagement efforts. An online survey and interactive public comment map will be available until Monday, October 25th.

3e. Assistant Transportation Planner / GIS Coordinator Position

Ms. Gray said that out of 30 applications received, six applicants were interviewed. All of the top six interviewed are qualified for the position. The top

two candidates were unable to take the position, and she intends to check additional references and move on to other candidates.

MOTION: Authorize the Executive Director to extend an offer of employment to Aaron Dekker at a salary of Grade 13, Step 1, with the ability to offer Step 2 if needed during negotiations, with the understanding that Metro COG will move to another of the qualified candidates if necessary.

Ms. Preston moved, seconded by Mr. Olson.

MOTION, passed

Motion carried unanimously.

4. Additional Business

No additional business.

5. Adjourn

The 594th Meeting of the FM Metro COG Policy Board held Thursday, October 21, 2021 was adjourned at 4:51 pm.

THE NEXT FM METRO COG POLICY BOARD MEETING WILL BE HELD November 18, 2021, 4:00 P.M.

Respectfully Submitted,

Savanna Leach
Executive Assistant

To: Metro COG Policy Board
From: Dan Farnsworth, Transportation Planner
Date: November 12, 2021
Re: **Bicycle & Pedestrian Committee Citizen Representative**

Among the members of the Metropolitan Bicycle and Pedestrian Committee is one citizen representative seat. This seat is filled for a two-year term. Once the term nears expiration a new representative is selected through an application process. The existing citizen representative's term will expire on December 31, 2021.

In August Metro COG opened the application process for any interested citizens wishing to apply for the seat. A total of three applications were received by the September 30th deadline. The applications were then reviewed by a selection committee comprised of four members representing the jurisdictions of Dilworth, Fargo, Moorhead, and West Fargo.

Upon review by the selection committee, Kurt Kopperud of Fargo was the top ranked candidate. Pending approval by Metro COG's Policy Board, Mr. Kopperud's appointment to the Metropolitan Bicycle and Pedestrian Committee will be effective January 1, 2022 through December 31, 2023.

At their meeting of November 10th, 2021, the Transportation Technical Committee recommended approval to the Policy Board of Mr. Kopperud as the next citizen representative of the Bicycle and Pedestrian Committee.

Requested Action: Approve Kurt Kopperud as the next Metropolitan Bicycle & Pedestrian Committee citizen representative to serve a two-year term from January 1, 2022 to December 31, 2023.

To: Policy Board
From: Ari Del Rosario
Date: November 10, 2021
Re: **2021 Metro Profile**

The latest Metropolitan Profile is now complete. This annual report is put together by Metro COG to provide a snapshot of the Fargo-Moorhead metro area based on data from the previous year. The report is split into five sections (community profile, roadways, freight, bike & ped and transit) with metrics to be continually tracked in the future to reveal larger trends.

A short preview of the main findings of this year's update will be provided at the Policy Board meeting.

The full 2021 Metro Profile can be accessed for Policy Board members to review before approval of the final draft via Metro COG's website here:

<https://fmmetrocog.org/resources/metro-profile>

Requested Action: Approve the final draft of the Metropolitan Profile 2021.

To: Policy Board
From: Michael Maddox, AICP
Date: November 10, 2021
Re: **25th Street Corridor Study RFP**

The City of Fargo requested the addition of the study of the 25th Street South corridor from 32nd Ave S to 64th Ave S in Metro COG's Unified Planning Work Program (UPWP). The project was added to the UPWP as part of Amendment 2 in the summer of 2021, and is scheduled to occur in 2022. The purpose of this study is to analyze the corridor in advance of a planned future roadway project to replace failing pavements.

The City of Fargo would like to refine the vision for the corridor as well as identify any improvements that could be made to improve vehicular circulation, improve bicycle and pedestrian movements, enhance the context/character of the roadway, and forward the goals of Fargo's Go2030 Comprehensive Plan.

Metro COG has budgeted \$125,000 to complete the 25th Street Corridor Study (\$100,000 COG - 80%, \$25,000 - local match provided by City of Fargo - 20%). Included as an attachment to this memo is a draft version of the Request for Proposals (RFP) to solicit consultants to conduct the study (Attachment 1). It contains a proposed scope of work to be used as a basis for consultants' proposals.

The proposed release date of the RFP is scheduled for November 24, 2021. This is contingent upon review and release by the North Dakota Department of Transportation (NDDOT).

The Transportation Technical Committee recommended approval of the 25th Street Corridor Study at their November 10, 2021 meeting.

Requested Action: Approval of the RFP for the 25th Street Corridor Study.

**FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS**

REQUEST FOR PROPOSALS (RFP)

PROJECT NO. 2021-226

25th Street Corridor Study

November 2021

APPROVED:

Cindy Gray
Metro COG, Executive Director

METROCOG
FM REGIONAL TRANSPORTATION PLANNING ORGANIZATION

REQUEST FOR PROPOSALS (RFP)

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) requests proposals from qualified consultants for the following project:

25th Street Corridor Study

Qualifications based selection criteria will be used to analyze proposals from responding consultants. The most qualified candidates will be asked to present a virtually hosted interview. Upon completion of technical ranking and interviews, Metro COG will enter into negotiations with the top ranked firm. **Proposals shall be submitted in PDF format. Sealed cost proposals shall be submitted as a hard copy. Both proposal and cost proposal will be due by the date & time specified below.** The cost proposal of the top ranked firm will be opened during contract negotiations. Those firms not selected for direct negotiations will have their unopened cost proposals returned. Metro COG reserves the right to reject any or all submittals. This project will be funded, in part with federal transportation funds and has a not-to-exceed budget of **\$125,000**.

Interested firms can request a full copy of the RFP by telephoning 701.532.5100, or by e-mail: metrocof@fmmetrocog.org. Copies will be posted on the North Dakota Department of Transportation QBS website (<https://www.dot.nd.gov>) and are also available for download in .pdf format at www.fmmetrocog.org.

All proposals received by **4:30 pm (Central Time) on Wednesday December 15, 2021** will be given equal consideration. Proposals received after 4:30 pm (Central Time) on Wednesday April 14, 2021 will not be considered. Respondents must submit a PDF of the proposal, and one (1) sealed hard copy of the cost proposal. The full length of each proposal shall not exceed fifteen (15) double sided pages for a total of thirty (30) pages; including any supporting material, charts, or tables.

The proposal may be emailed. The consultant must verify that the email was received with the PDF attachment prior to 4:30 pm on the due date. A hard copy of the cost proposal shall be shipped to ensure timely delivery to the contact identified below:

Michael Maddox, AICP
Fargo-Moorhead Metropolitan Council of Governments
Case Plaza, Suite 232
One 2nd Street North
Fargo, ND 58102
maddox@fmmetrocog.org
701-532-5104

Fax versions will not be accepted as substitutes for the proposals or the sealed cost proposal. Once submitted, the proposals will become property of Metro COG.

Questions must be directed to Michael Maddox (phone number and email shown above).

Note: This document can be made available in alternative formats for persons with disabilities by contacting Savanna Leach, Office Manager at 701.532.5100 or leach@fmmetrocog.org.

Contents

- I AGENCY OVERVIEW 4
- II BACKGROUND INFORMATION 4
- III PROJECT OBJECTIVE..... 5
- IV SCOPE OF WORK AND PERFORMANCE TASKS 6
- V IMPLEMENTATION SCHEDULE 12
- VI EVALUATION AND SELECTION PROCESS 12
- VII PROPOSAL CONTENT 13
- VIII SUBMITTAL INFORMATION 14
- IX GENERAL RFP REQUIREMENTS..... 14
- X CONTRACTUAL INFORMATION..... 16
- XI PAYMENTS 16
- XII FEDERAL AND STATE FUNDS..... 17
- XIII TITLE VI ASSURANCES 17
- XIV TERMINATION PROVISIONS 18
- XV LIMITATION ON CONSULTANT 19
- XVI CONFLICT OF INTEREST..... 19
- XVII INSURANCE..... 19
- XVIII RISK MANAGEMENT..... 19
- Exhibit A – Cost Proposal Form 22
- Exhibit B – Federal Clauses 23

Note: Throughout this RFP, Metro COG may be referred to as 'Client' and the consulting firm may be referred to as 'Consultant', 'Contractor', or 'Firm'.

I AGENCY OVERVIEW

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) serves as the Council of Governments (COG) and Metropolitan Planning Organization (MPO) for the greater Fargo, North Dakota – Moorhead, Minnesota Metropolitan Area. As the designated MPO for the Fargo-Moorhead Metropolitan Area, Metro COG is responsible under federal law for maintaining a continuous, comprehensive, and coordinated transportation planning process.

Metro COG is responsible, in cooperation with the North Dakota and Minnesota Departments of Transportation (NDDOT and MnDOT, respectively) and our local planning partners, for carrying out the metropolitan transportation planning process and other planning needs of a regional nature. Metro COG represents eleven cities and two counties that comprise the Metro COG region in these efforts.

II BACKGROUND INFORMATION

25th Street S is an important section line minor arterial roadway in Fargo's gridded street network. South of 32nd Avenue S, within the area included in this study, the corridor provides for north/south traffic movement between Fargo's southern residential growth areas to nearby neighborhood retail nodes including grocery stores, retail and dining establishments, and banks. In addition, the corridor serves significant medical facilities, financial institutions, schools and churches. North of the study area, 25th Street S provides access to I-94 and to employment centers along 13th Ave S, Main Ave, and beyond.

Recently, the City of Fargo has identified a section of 25th Street South, from 32nd Ave S to the bridge over Rose Creek, for reconstruction due to poor pavement conditions. To ensure this project incorporates all necessary transportation improvements, the City and Metro COG are seeking consultant services to carry out an updated review and analysis of future transportation needs along 25th Street South from 32nd Ave S to 64th Ave S in advance of the planned reconstruction. The study will address corridor issues, and identify any needs associated with existing and future bicycle and pedestrian facilities, safety, transit facilities, traffic control, traffic operations, intersection capacity and operations, roadway capacity, and aesthetics of the corridor itself and the context with adjacent land uses. This corridor study will analyze the current roadway cross section in light of the surrounding land uses with the potential to consider alternative approaches to reconstructing the roadway.

A related issue in the vicinity of 25th Street S is the intersection of 52nd Avenue S and 27th Street. This T-intersection has generated concerns from the public as a result of infill development taking place south of 52nd Avenue on both sides of 27th Street S. The study includes a safety and traffic operations review of this intersection to determine if and when traffic control or capacity changes are needed at this intersection.

This section of 25th Street S is predominantly residential in nature, providing a main thoroughfare to commercial/retail areas in the community. There is a wide variety of housing types in this segment, including affordable single-family, low density single-family, twin-home/townhome, as well as high density residential complexes. With the predominant residential character of this segment of 25th Street, there are a number of public and institutional uses including multiple churches, a public elementary school, and a private middle and high school that are along this segment.

Due to the corridor being comprised of mostly residential land uses, the Fargo Go2030 Comprehensive Plan designated this segment as Active Living Street. Active living streets will have infrastructure to support pedestrians, experienced cyclists, recreational cyclists, transit, and automobiles. A network of active living streets will enable Fargo residents to walk or bike to their destinations safely and comfortably.

Currently, between 32nd Ave S and 52nd Ave S, a multi-use path exists along the west side of the corridor and a sidewalk exists along the east side of the corridor. South of 52nd Avenue, a multi-use path exists on both sides of 25th Street S, providing access to public and institutional land uses as well as the regional trail network. There are only a few crossing points to traverse across the roadway to get to the many parks, schools, and churches located in this area. Both sides of the roadway are lined with street trees, which create a welcoming environment for biking and walking. These trees are established, but have not grown to the extent of the older trees seen in the older areas of Fargo.

As it is currently configured, 25th Street S is a four-lane undivided roadway between 32nd Ave S and 52nd Ave S. Except for major intersections with other arterial roadways, there are no turn lanes. There are a few traffic signals along the corridor, but mainly side-street stop control is utilized at access points. For most of the corridor there is a fair amount of right of way. However, the structure over Drain 53 is a pinch point. Between 52nd Ave S and Prairie Grove Ave S, the corridor is constructed as a four-lane roadway, but is striped as one northbound lane, one two-way left turn lane, and two southbound lanes. South of Prairie Grove Ave S, the outer southbound lane is dropped, and the roadway continues south as a three-lane corridor to the roundabout at 58th Ave S. South of 58th Ave S, the roadway continues as a three-lane roadway with on-street bike lanes. The roundabouts at 58th Ave S and 64th Ave S are aesthetic assets to the corridor with mature trees and attractive landscaping.

III PROJECT OBJECTIVE

The objective of this effort is to address transportation needs on this segment of 25th Street in order to identify existing and future needs for the corridor, some of which may be incorporated into the City's short-term pavement improvement project between 32nd Ave S and Rose Creek. The City of Fargo would like to further its community vision that has permeated recent planning efforts stemming from the Go2030 Plan.

This study should strike a balance between the need to move traffic between residential areas and employment/commercial areas throughout the region and the Go2030 goal

of creating an Active Living transportation corridor along 25th Street S that serves all modes of traffic and enhances the neighborhood character of this part of Fargo.

IV SCOPE OF WORK AND PERFORMANCE TASKS

Outlined below is a draft scope of work that outlines anticipated project tasks. Metro COG has included the following scope of work to provide interested consultants insight into project intent, context, coordination, responsibilities, and other elements to help facilitate proposal development.

This outline is not necessarily all-inclusive. The Consultant may include in the proposal any additional performance tasks or may modify the tasks listed below provided the intent of the project is addressed. Special emphasis should be placed on the use of innovative techniques and approaches that will lead to successful completion of the project.

Task 1 – Project Management and Coordination

The Consultant will be required to manage the study and coordinate with any subconsultants, as well as bear responsibility for all documentation and equipment needs. The Consultant will identify a project lead from their team to act as the direct point of contact for Metro COG's project manager.

The Consultant should expect biweekly progress meetings with Metro COG; a summary of the meetings shall be prepared by the Consultant and provided to the Metro COG Project Manager. The Consultant should expect other meetings with Metro COG on an as-needed basis. These meetings with Metro COG can occur via phone, video conference, or in-person.

Additionally, the Consultant should expect to prepare monthly progress reports, submit adequate documentation of any and all travel and expense receipts, and prepare and submit invoices on a monthly basis. When submitting progress reports, the Consultant will be required to outline the following:

- Performed work during the reporting period
- Upcoming tasks
- Upcoming milestones
- Status of scope and schedule
- Any issues to be aware of

All invoices, travel and expense receipts, and progress reports, are due to Metro COG's project manager no later than the 2nd Thursday of each month. This is to ensure invoices are processed in a timely fashion.

Task 2 – Purpose and Need Statement

The consultant will develop a purpose and need statement that identifies transportation

issues along the 25th Street S corridor. This statement should summarize each of the issues to be addressed within the planning study as the basis for identifying and evaluating alternatives.

Task 3 - Data Collection and Existing Conditions

The Consultant shall identify information and data needed to accomplish all facets of the planning effort; will gather and evaluate information and data already available; and will collect or develop any additional information required to accomplish the work tasks. Metro COG and its local jurisdictions will aid in these efforts by providing relevant datasets where they exist. Any other non-existing datasets necessary to accomplish the goals of the analysis will be the responsibility of the Consultant. Existing conditions data should include the following (but not limited to):

- Traffic Control – The consultant will inventory all traffic control measures and where they are utilized. This should include all pedestrian infrastructure such as countdown timers, crosswalks, etc.
- Right of Way – the consultant will document existing right of way as well as infrastructure and features within that right of way, such as: utilities, light standards, fire hydrants, trees, etc. This information is likely available from the City of Fargo.
- Bike/Ped Facilities – The consultant will inventory the bicycle and pedestrian network along and leading to this corridor. This should encompass any paths, side-paths, sidewalks, etc. This information can be provided by Metro COG, but the consultant should plan to identify any segments of bicycle lanes, multi-use paths or sidewalks that are in poor condition.
- Roadway Characteristics and Pavement Condition – The consultant should document the existing cross section, roadway geometrics, lane widths, striping, and any other such roadway characteristic including intersections and access points. This should also include enumerating limiting factors/barriers that may affect corridor alternatives. Pavement condition of various segments of the corridor shall also be documented.
- Land Use Context – The consultant should document the context surrounding the corridor and how that transitions from one area to another. This is particularly relevant as there are numerous public and institutional uses along the corridor. Infill sites that will have immediate, significant impact to existing corridor intersections upon development should also be identified.
- Existing Traffic Volumes and Evaluation of Existing Traffic Conditions – Average Daily Traffic (ADT) volumes and AM and PM peak hour turning movement volumes should be collected for all relevant roadway segments and intersections along 25th Street S as well as for the intersection of 52nd Ave S and 27th Street S. Daily and peak hour traffic conditions shall be evaluated, with the identification of peak hour level of service (LOS), duration of peak conditions, and identification of delay

experienced by particular intersection movements that may not be reflected in the overall LOS.

- Crash data – Crash data for vehicular, pedestrian and bicycle traffic shall be gathered and used to prepare a safety review of the corridor.

In addition, the consultant should review, evaluate, and document all relevant information and data along the corridor, including but not limited to the following:

- Adopted comprehensive plan, community plans, transportation studies, land use information, zoning districts, and other development standards and regulations
- Adopted Metropolitan Transportation Plan and associated data
- Current Metro COG Transportation Model
- Aerial photos, major street network classifications, sign inventories, traffic signal data, GIS/CADD property and right-of-way maps, funding data, etc.
- Geometrics, typical roadway sections, and pavement conditions
- Travel speeds, ADA ramp locations, transit ridership, existing and future transit route information
- U.S. Census Bureau data
- Building permits, utility records, and lighting
- Socioeconomic data and projections as applicable to the corridor
- GIS data/shapefiles, as available from the City of Fargo, Metro COG, and other sources

Task 4 – Community Engagement and Approval Process

This project should engage the general public, stakeholders, and residents who live along the corridor at critical steps throughout the project. Metro COG would like the consultant to develop a public engagement strategy detailing how it would engage with members of the community. This strategy should include a process by which it will engage the public, gather issues the public has with the corridor, evaluate those issues, and integrate comments into the development of corridor alternatives.

Metro COG would like to employ a strategy that both utilizes virtual and in-person meetings. Each public engagement strategy throughout the process should integrate a virtual engagement opportunity. Metro COG is favorable toward innovative approaches to public engagement that increase the level of active participation.

Because of the residential nature of this corridor, it would be beneficial to reach out those that live along the corridor directly. The consultant should take this into consideration when developing their public engagement approach. The consultant should also take stakeholder engagement into consideration as there are a number of churches, businesses, and schools along the corridor.

Approval Process – All Metro COG's projects undergo a lengthy approval process, which is comprised of multiple presentations to various bodies. The first step is to gain approval through the City of Fargo. Their approval process is as follows:

- Presentation to Public Works Project Evaluation Committee (PWPEC)
- Brownbag Presentation to Planning Commission and City Commission
- Resolution of Approval by City Commission

After that process is concluded, the project must then go through Metro COG's approval process which is as follows:

- Presentation to Transit Technical Committee
- Presentation to Policy Board

The consultant should budget time to prepare materials for posting on Metro COG's website, which will be amended to include a project webpage. In addition, the consultant should budget time to prepare the content of public notices, press releases, social media content, and postcard types of mailers (if used) to inform the public about public engagement and input opportunities. For this project, Metro COG will cover the cost of publication of public notices and printing and mailing of notices to the adjacent neighborhoods.

Task 5 – Corridor Needs and Vision

The Consultant shall work with the SRC and the public in reviewing the community's vision for this segment of 25th Street S as identified in Go2030. This should take the context and functionality of the roadway into consideration in analyzing “trade-offs” in infrastructure alternatives.

The consultant should develop a screening methodology for the implementation of corridor alternatives, such as turn lanes, roadway reconfiguration, and the like versus the vision of the corridor as gathered through public engagement as well as listed in other plans such as Fargo's Go2030 Plan.

This vision should incorporate access management, transit accessibility, bike/ped movements, and the general character of the roadway's context juxtaposed against the surrounding land uses.

Task 6 – Future Conditions

The consultant will work with Metro COG and the City of Fargo to review the year 2045 traffic projections for 25th Street S, major intersections, and selected intersecting roadways. Traffic projections will be subject to review and concurrence by the City of Fargo and Metro COG staff and include a traffic analysis with a no-build option.

The consultant's examination of future conditions should help determine future capacities, identify locations with future potential for capacity, and note safety deficiencies, along with planning level cost estimates for correcting those deficiencies. The consultant should also examine community impacts resulting from an increase in traffic flow. The consultant will be responsible for ensuring the Study Review Committee (SRC) is fully informed and in agreement with the future traffic projections and future conditions that will be used in Task 7.

The consultant will also need to analyze intersection traffic control treatments utilized along the corridor. It should evaluate existing and future signal warrants in its analysis.

Task 7 – Alternatives Analysis and Development.

The consultant will provide a thorough analysis of level of service impacts for 25th Street S and intersecting roadways. This analysis will help in the development of roadway section alternatives, intersection alignments and configurations, lane adjustments, intersection control evaluation, pedestrian crossings, non-motorized traffic accommodations, and intersection control. The alternatives analysis and development should include efforts to incorporate Complete Streets improvements along the corridor and be guided by the vision and goals of Go2030. The consultant will be responsible for ensuring the SRC is fully informed and in agreement with methodology and assumptions used in the alternatives analysis.

Task 8 – Recommendations and Draft Report

Based on identified issues and strategies for consideration, alternatives will be identified for the 25th Street S corridor. These include, at minimum, at a no build alternative and at least two build alternatives for the study area. Each build alternative may include a number of sub-alternatives to satisfy both the purpose and need for the study.

The following should be included for the development and analysis of the alternatives:

- Description of no-build alternative
- Description of proposed build alternatives and sub-alternatives
- Analysis and review of all alternatives which include the following (as applicable):

- a) Recommended roadway sections to meet future capacity needs
 - b) Geometric improvements/typical sections
 - c) Intersection control
 - d) Safety improvements
 - e) Access management strategies
 - f) ADA/bicycle/pedestrian connectivity
 - g) Transit operations
 - h) Right-of-way and utility impacts
 - j) ITS/traffic operations analysis
 - k) Lighting enhancements
 - l) Streetscaping
 - m) Planning level discussion of drainage and stormwater needs
 - n) Conformity with approved transportation studies and other community planning efforts
- Summary of estimated planning level costs for all build alternatives and sub-alternatives

Each alternative should include a matrix of impacts and be prepared in a manner in which the public can graphically see what is being proposed and its impact on the corridor. The Consultant shall provide a draft report for review by the SRC and the public. The draft report should be easy to understand by the public while providing useful information for local decision-makers. Tables, maps, and graphics are encouraged to make the report informative and attractive to users.

The report shall include an appendix. All meeting summaries, public engagement details, and technical analysis shall be included in the appendix of the report.

Task 9 - Final Report

Once comments on the draft report have been received and addressed, the Consultant shall assemble the final report and executive summary. The final report shall be in PDF format. The consultant will also be required to deliver five (5) printed and bound copies of the final report.

V IMPLEMENTATION SCHEDULE

1) Consultant Selection

Advertise for Consultant Proposals	11/24/2021
Due Date for Proposal Submittals (by 4:30pm)	12/15/2021
Review Proposals/Identify Finalists	12/16/2021 – 12/31/2021
Interview Finalists	between 1/3/2021 – 1/7/2022
Metro COG Board Approval/Consultant Notice	1/20/2022
Contract Negotiations	1/21/2022 – 1/28/2022
Signed Contract	Immediately after contract negotiations
Notice to Proceed	One day following a signed contract

VI EVALUATION AND SELECTION PROCESS

Selection Committee. The Client will establish a selection committee to select a Consultant. The committee will likely consist of a portion of the members from the Metropolitan Bicycle & Pedestrian Committee, which represents local jurisdictions, health organizations, the public, and more.

The Consultant selection process will be administered under the following criteria:

- 25% - Understanding of study objectives and local/regional issues
- 25% - Proposed approach, work plan, and management techniques
- 25% - Experience with similar projects
- 25% - Expertise of the technical and professional staff assigned to the project

The Selection Committee, at the discretion of the Client and under the guidance of NDDOT policy, will entertain virtually-hosted presentations for the top candidates to provide additional information for the evaluation process. The presentations will be followed by a question and answer period during which the committee may question the prospective Consultants about their proposed approaches.

A Consultant will be selected on **January 20th, 2022** based on an evaluation of the proposals submitted, the recommendation of the Selection Committee and approval by the Metro COG Policy Board.

The Client reserves the right to reject any or all proposals or to waive minor irregularities in said proposal, and reserves the right to negotiate minor deviations to the proposal with the successful Consultant. The Client reserves the right to award a contract to the firm or individual that presents the proposal, which, in the sole judgement of the Client, best accomplishes the desired results.

The RFP does not commit the Client to award a contract, to pay any costs incurred in the preparation of the contract in response to this request or to procure or contract for

services or supplies. The Client reserves the right to withdraw this RFP at any time without prior notice.

All proposals, whether selected or rejected, shall become the property of the Client.

VII PROPOSAL CONTENT

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the Consultant seeking to provide comprehensive services specified herein for the Client, in conformity with the requirements of the RFP. The proposal should demonstrate qualifications of the firm and its staff to undertake this project. It should also specify the proposed approach that best meets the RFP requirements. The proposal must address each of the service specifications under the Scope of Work and Performance Tasks.

The Client is asking the Consultant to supply the following information. Please include all requested information in the proposal to the fullest extent practical.

- 1) Contact Information.** Name, telephone number, email address, mailing address and other contact information for the Consultant's Project Manager.
- 2) Introduction and Executive Summary.** This section shall document the Consultant name, business address (including telephone, FAX, email address(es)), year established, type of ownership and parent company (if any), project manager name and qualifications, and any major facts, features, recommendations or conclusions that may differentiate this proposal from others, if any.
- 3) Work Plan and Project Methodology.** Proposals shall include the following, at minimum:
 - a) A detailed work plan identifying the major tasks to be accomplished relative to the requested study tasks and expected product as outlined in this RFP;
 - b) A timeline for completion of the requested services, including all public participation opportunities and stakeholder meetings, identifying milestones for development of the project and completion of individual tasks.
 - c) List of projects with similar size, scope, type, and complexity that the proposed project team has successfully completed in the past.
 - d) List of the proposed principal(s) who will be responsible for the work, proposed Project Manager and project team members (with resumes).
 - e) A breakout of hours for each member of the team by major task area, and an overall indication of the level of effort (percentage of overall project team hours) allocated to each task. Note that specific budget information is to be submitted in a sealed cost proposal as described below in Section VIII. General Proposal Requirements.
 - f) A list of any subcontracted agencies, the tasks they will be assigned, the

- percent of work to be performed, and the staff that will be assigned.
- g) List of client references for similar projects described within the RFP.
- h) Documented approach for considering Disadvantaged Business Enterprise (DBE) as part of the project.
- i) Ability of firm to meet required time schedules based on current and known future workload of the staff assigned to the project.

4) Signature. Proposals shall be signed by an authorized member of the firm/project team.

5) Attachments. Review, complete, and submit the completed versions of the following RFP Attachments with the proposal:

Exhibit A – Cost Proposal Form (Sealed)

Exhibit B – Federal Clauses

VIII SUBMITTAL INFORMATION

Proposals shall be submitted in PDF format. Sealed cost proposals shall be submitted as a hard copy. Both proposal and cost proposal will be due by the date & time specified below. Cost proposals should be shipped to ensure timely delivery to the contact as defined below:

Michael Maddox
Transportation Planner
Fargo-Moorhead Metropolitan Council of Governments
Case Plaza, Suite 232
One 2nd Street North
Fargo, ND 58102-4807
maddox@fmmetrocog.org

Proposals shall be received by **4:30 pm (Central Time) on Wednesday December 15, 2021**. Minority, women-owned and disadvantaged business enterprises are encouraged to participate. Respondents must submit one (1) Adobe Acrobat (.pdf) copy of the proposal. The full length of each proposal should not exceed fifteen (15) double sided pages for a total of thirty (30) pages; including any supporting material, charts or tables.

IX GENERAL RFP REQUIREMENTS

- 1) Sealed Cost Proposal.** All proposals must be clearly identified and marked with the appropriate project name; inclusive of a separately sealed cost proposal per the requirements of this RFP. Cost proposals shall be based on an hourly "not to exceed" amount and shall follow the general format as provided within Exhibit A

of this RFP. Metro COG may decide, in its sole discretion, to negotiate a price for the project after the selection committee completes its final ranking. Negotiation will begin with the Consultant identified as the most qualified per requirements of this RFP, as determined in the evaluation/selection process. If Metro COG is unable to negotiate a contract for services negotiations will be terminated and negotiations will begin with the next most qualified Consultant. This process will continue until a satisfactory contract has been negotiated.

- 2) Consultant Annual Audit Information for Indirect Cost.** Consulting firms proposing to do work for Metro COG must have a current audit rate no older than 15 months from the close of the firm's Fiscal Year. Documentation of this audit rate must be provided with the sealed cost proposal. Firms that do not meet this requirement will not qualify to propose or contract for Metro COG projects until the requirement is met. Firms that have submitted all the necessary information to Metro COG and are waiting for the completion of the audit will be qualified to submit proposals for work. Information submitted by a firm that is incomplete will not qualify. Firms that do not have a current cognizant Federal Acquisition Regulations (FARs) audit of indirect cost rates must provide this audit prior to the interview. **This documentation should be attached with the sealed cost proposal.**
- 3) Respondent Qualifications.** Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the requested services within this RFP. Each respondent may also be required to show that similar work has been performed in a satisfactory manner and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent whom is engaged in any work that would impair his or her ability to perform or finance this work.
- 4) Disadvantaged Business Enterprise (DBE).** Pursuant to Department of Transportation policy and 49 CFR Part 23, Metro COG supports the participation of DBE businesses in the performance of contracts financed with federal funds under this RFP. Consultants shall document their efforts in considering DBE businesses in this project. If the Consultant is a DBE, a statement indicating that the business is certified DBE in North Dakota or Minnesota shall be included within the proposal. If the Consultant intends to utilize a DBE to complete a portion of this work, a statement of the Subconsultant's certification shall be included. The percent of the total proposed cost to be completed by the DBE shall be shown within the proposal.
- 5) US DOT Policy Statement on Bicycle and Pedestrian Accommodations.** Consultants are advised to review and consider the *US DOT Policy Statement on Bicycle and Pedestrian Accommodation* issued in March of 2010 when developing written proposals.
- 6) North Dakota Department of Transportation Consultant Administration Services Procedure Manual.** Applicants to this Request for Proposal are required to follow

procedures contained in the *NDDOT Consultant Administration Services Procedure Manual*, which includes prequalification of Consultants. Copies of the Manual may be found on the Metro COG website www.fmmetrocog.org or the NDDOT website at www.dot.nd.gov.

X CONTRACTUAL INFORMATION

- 1) The Client reserves the right to reject any or all proposals or to award the contract to the next most qualified firm if the successful firm does not execute a contract within forty-five (45) days after the award of the proposal. The Client will not pay for any information contained in proposals obtained from participating firms.
- 2) The Client reserves the right to request clarification on any information submitted and additionally reserves the right to request additional information of one (1) or more applicants.
- 3) Any proposal may be withdrawn up until the proposal submission deadline. Any proposals not withdrawn shall constitute an irrevocable offer for services set forth within the RFP for a period of ninety (90) days or until one or more of the proposals have been approved by the Metro COG Policy Board.
- 4) If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations agreed to, the Client shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least ninety (90) working days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.
- 5) Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the Client and shall contain, as a minimum, applicable provisions of the Request for Proposals. The Client reserves the right to reject any agreement that does not conform to the Request for Proposal and any Metro COG requirements for agreements and contracts.
- 6) The Consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of Metro COG.

XI PAYMENTS

The selected Consultant will submit invoices for work completed to the Client. Payments shall be made to the Consultant by the Client in accordance with the contract after all required services, and items identified in the scope of work and performance tasks, have been completed to the satisfaction of the Client.

XII FEDERAL AND STATE FUNDS

The services requested within this RFP will be partially funded with funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). As such, the services requested by this RFP will be subject to federal and state requirements and regulations.

The services performed under any resulting agreement shall comply with all applicable federal, state, and local laws and regulations. In addition, this contract will be subject to the relevant requirements of 2 CFR 200.

XIII TITLE VI ASSURANCES

Prospective Consultants should be aware of the following contractual ("Contractor") requirements regarding compliance with Title VI should they be selected pursuant to this RFP:

- 1) **Compliance with Regulations.** The Consultant shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations).
- 2) **Nondiscrimination.** The Consultant, with regard to the work performed by it, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations to Metro COG and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**.
- 4) **Information and Reports.** The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Metro COG or the North Dakota Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to Metro COG, or the North Dakota Department of

Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.

- 5) **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions as outlined herein, the Client and the North Dakota Department of Transportation shall impose such sanctions as it or the Federal Highway Administration / Federal Transit Administration may determine to be appropriate, including but not limited to:
 - 6) Withholding of payments to the Consultant under the contract until the Consultant complies; or
 - 7) Cancellation, termination, or suspension of the contract, in whole or in part.
- 8) **Incorporation of Title VI Provisions.** The Consultant shall include the provisions of Section XII, paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Consultant shall take such action with respect to any subcontract or procurement as Metro COG or the U.S. Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation by a Subconsultant or supplier as a result of such direction, the Consultant may request Metro COG enter into such litigation to protect the interests of Metro COG; and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

** The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

XIV TERMINATION PROVISIONS

The Client reserves the right to cancel any contract for cause upon written notice to the Consultant. Cause for cancellation will be documented failure(s) of the Consultant to provide services in the quantity or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Consultant without additional harm to the participants or the Client.

The Client may cancel or reduce the amount of service to be rendered if there is, in the opinion of the Client, a significant increase in local costs; or if there is insufficient state or federal funding available for the service, thereby terminating the contract or reducing the compensation to be paid under the contract. In such event, the Client will notify the Consultant in writing ninety (90) days in advance of the date such actions are to be implemented.

In the event of any termination, the Client shall pay the agreed rate only for services delivered up to the date of termination. The Client has no obligation to the Consultant, of any kind, after the date of termination. Consultant shall deliver all records, equipment and materials to the Client within 24 hours of the date of termination.

XV LIMITATION ON CONSULTANT

All reports and pertinent data or materials are the sole property of the Client and its state and federal planning partners and may not be used, reproduced or released in any form without the explicit, written permission of the Client.

The Consultant should expect to have access only to the public reports and public files of local governmental agencies and the Client in preparing the proposal or reports. No compilation, tabulation or analysis of data, definition of opinion, etc., should be anticipated by the Consultant from the agencies, unless volunteered by a responsible official in those agencies.

XVI CONFLICT OF INTEREST

No Consultant, Subconsultant, or member of any firm proposed to be employed in the preparation of this proposal shall have a past, ongoing, or potential involvement which could be deemed a conflict of interest under North Dakota Century Code or other law. During the term of this Agreement, the Consultant shall not accept any employment or engage in any consulting work that would create a conflict of interest with the Client or in any way compromise the services to be performed under this agreement. The Consultant shall immediately notify the Client of any and all potential violations of this paragraph upon becoming aware of the potential violation.

XVII INSURANCE

The Consultant shall provide evidence of insurance as stated in the contract prior to execution of the contract.

XVIII RISK MANAGEMENT

The Consultant agrees to defend, indemnify, and hold harmless the Client and the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the Client and the State or its agents, but not against claims based on the Client's and the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Consultant to the Client and the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Client and the State is necessary. Consultant also agrees to defend, indemnify, and hold the Client and the State harmless for all costs, expenses and attorneys' fees incurred if the Client or the State prevails in an action against Consultant in establishing and litigating the indemnification coverage provided herein. This obligation shall continue

after the termination of this Agreement.

The Consultant shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverage:

1. Commercial general liability and automobile liability insurance - minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence.
2. Workforce Safety insurance meeting all statutory limits.
3. The Client and the State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an additional insured on the commercial general liability and automobile liability policies.
4. Said endorsements shall contain a "Waiver of Subrogation" in favor of the Client and the state of North Dakota.
5. The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned Client and the State Risk Management Department.

The Consultant shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to the Client prior to commencement of this agreement.

The Client and the State reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of the work under the Agreement is sublet, the Consultant shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Consultant, the Client and the State as a result of work undertaken by the Subconsultant. In addition, the Consultant shall ensure that any and all parties performing work under the Agreement are covered by public liability insurance as outlined above. All Subconsultants performing work under the Agreement are required to maintain the same scope of insurance required of the Consultant. The Consultant shall be held responsible for ensuring compliance with those requirements by all Subconsultants.

Consultant's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Client or State. Any insurance, self-insurance or self-retention maintained by the Client or the State shall be excess of the Consultant's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Consultant shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Consultant

from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Consultant. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Client and the State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Consultant in excess of the minimum requirements set forth above.

Exhibit A – Cost Proposal Form

Cost Proposal Form – Include completed cost form (see below) in a separate sealed envelope – labeled “**Sealed Cost Form – Vendor Name**” and submit with concurrently with the technical proposal as part of the overall RFP response. The cost estimate should be based on a not to exceed basis and may be further negotiated by Metro COG upon identification of the most qualified Consultant. Changes in the final contract amount and contract extensions are not anticipated.

REQUIRED BUDGET FORMAT

Summary of Estimated Project Cost

1.	Direct Labor	Hours	x	Rate	=	Project Cost	Total
	Name, Title, Function	0.00	x	0.00	=	0.00	0.00
			x		=	0.00	0.00
			x		=	0.00	0.00
				Subtotal	=	0.00	0.00
2.	Overhead/Indirect Cost (expressed as indirect rate x direct labor)					0.00	0.00
3.	Subconsultant Costs					0.00	0.00
4.	Materials and Supplies Costs					0.00	0.00
5.	Travel Costs					0.00	0.00
6.	Fixed Fee					0.00	0.00
7.	Miscellaneous Costs					0.00	0.00
Total Cost					=	0.00	0.00

Exhibit B – Federal Clauses

To: Policy Board Members
From: Cindy Gray, Executive Director
Date: November 12, 2021
Re: **MnDOT State Planning Grant Agreement for 2022**

In recent years, the Minnesota Department of Transportation (MnDOT) has provided state funding to Metro COG in the amount of \$26,820.00. The same amount is being provided for 2022. Each year, Metro COG is required to enter into agreement with MnDOT to ensure that we a) provide a local match to the funds, and b) use the funds appropriately. Among other things, acceptance of the funding requires that we provide a quarterly and year-end report to MnDOT to document the nature and amount of work completed.

The MnDOT funds and the 20 percent local match have been accounted for in Metro COG's 2022 UPWP. The attached agreement is consistent with those approved in recent years, and Metro COG recommends approval of the agreement and the attached Resolution.

Requested Action: Approve the State of Minnesota Grant Agreement for 2022 and the attached Resolution documenting the Policy Board's approval.

**STATE OF MINNESOTA
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the Fargo-Moorhead Council of Governments, Case Plaza Suite 232, 1 – 2nd Street N, Fargo ND 58102 ("Grantee").

RECITALS

1. Under Minnesota Statutes § 174.01, the Minnesota Department of Transportation is the principal agency of the state for development, implementation, administration, consolidation and coordination of state transportation policies, plans and programs.
2. 23 U.S.C. 134 requires a continuing, comprehensive and cooperative (3-C) transportation planning process be carried out between the state and local governments in urbanized areas.
3. Grantee has been designated by Minnesota's Governor as the Metropolitan Planning Organization responsible, together with the State, for carrying out the provisions of 23 U.S.C. 134.
4. Minnesota Statutes § 174.03, subdivision 4, authorizes the State to enter into this agreement.
5. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to Minnesota Statute § 16B.98, subdivision 1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1. Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1. **Effective Date.** This agreement will be effective on January 1, 2022, or the date the State obtains all required signatures under Minnesota Statutes § 16B.98, subdivision 5, whichever is later. As required by Minnesota Statute § 16B.98, subdivision 7, no payments will be made to Grantee until this agreement is fully executed. **Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2. **Expiration Date.** This agreement will expire on December 31, 2022, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 9. Liability; 10. State Audits; 11. Government Data Practices; 12. Intellectual Property Rights; 13. Workers Compensation; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction, and Venue; and 17. Data Disclosure.
- 1.4. **Exhibits.** Exhibit 1, Financial Assistance, and Exhibit 2, Invoices, are attached and incorporated into this agreement.

2. Grantee's Duties

- 2.1. Grantee, who is not a state employee, will:
 - 2.1.1. Perform in a satisfactory and timely manner the work activities defined in its Calendar Year (CY) 2022 Unified Planning Work Program (UPWP), as approved by the State, which is incorporated by reference into this agreement and retained on file in the MnDOT Office of Transportation System Management. The UPWP defines the scope of work and particular tasks to be completed by the Grantee, and includes a minimum expenditure of \$3,000.00 to provide for the Grantee's participation in meetings and workshops of the Minnesota MPO Directors and for other professional development and training of the Grantee's staff.
 - 2.1.2. Prepare and submit to the State for approval a CY 2023 UPWP delineating the activities and expenditures of CY 2023 state grant funds. The UPWP must include a minimum expenditure of \$3,000.00 to provide for the Grantee's participation in meetings and workshops of the Minnesota MPO Directors and for other professional development and training of the Grantee's staff.

- 2.1.3. Utilize the MnDOT Template when preparing the Transportation Improvement Program (TIP).
 - 2.2. Grantee will comply with all required grants management policies and procedures set forth through Minnesota Statutes § 16B.97, subdivision 4 (a) (1).
 - 2.2.1 Grantee will submit written progress and expenditure reports at least quarterly, and a final year-end report. Quarterly and annual reports must be submitted within the timeframes identified in 2 CFR 200.329. Payments will not be made under section 4.1 if a progress report is past due unless Grantee has been given a written extension by the State.
 - 2.3. **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee must obtain prior written consent of the State before any capital asset is purchased with funds from this agreement and must meet any asset reporting requirements identified by the State as part of the written consent. Capital assets have a normal useful life expectancy exceeding two years and include 1) land, 2) buildings, 3) equipment over \$5,000, 4) infrastructure and 5) purchased software over \$30,000. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
 - 2.4. **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State's Authorized Representative all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within 10 business days.
- 3. Time**
- 3.1. Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.
- 4. Consideration and Payment**
- 4.1. **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:
 - 4.1.1. **Compensation.** Grantee will be paid a lump sum of \$26,820.00. Grantee must provide a local match of 20% as identified in Exhibit 1. The local match funds must be separate from the funds used to match any other funding source.
 - 4.1.2. **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$26,820.00.
- 5. Payment**
- 5.1. **Invoices.** Grantee will submit invoices for payment by lump sum. Exhibit 2, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted in a timely manner after the end of each calendar year quarter for 25% of the contract amount. Each invoice will include the submittal of a report documenting the tasks the MPO completed in the respective quarter.
 - 5.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
 - 5.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes § 16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
 - 5.3.1. For agreements of \$50,000 or more, the State will make at least one monitoring visit and conduct annual financial reconciliations of Grantee's expenditures during the period of performance.

- 5.3.1.1. The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.
- 5.3.1.2. Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
- 5.3.1.3. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 5.3.2. **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.
- 5.3.3. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

6. Conditions of Payment

- 6.1. All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

7. Authorized Representatives

- 7.1. The State's Authorized Representative is Anna Pierce, Planning Program Coordinator, 395 John Ireland Blvd MS 440, St Paul, MN 55155, 651-366-3793, anna.m.pierce@state.mn.us, or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.
- 7.2. Grantee's Authorized Representative is: Cindy Gray, Executive Director, Case Plaza Suite 232, 1 – 2nd Street N, Fargo ND 58102, 701-532-5103, gray@fmmetrocog.org. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

8. Assignment Amendments, Waiver, Grant Agreement Complete, Electronic Records and Signatures

- 8.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 8.2. **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 8.3. **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 8.4. **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 8.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

9. Liability

- 9.1. Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal

remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

10. State Audits

10.1. Under Minnesota Statute § 16B.98, subdivision 8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

11. Government Data Practices

11.1. **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee is a non-profit organization and Grantee receives a request to release the data referred to in this section, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

12. Intellectual Property Rights.

12.1. **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

12.1.1. Obligations

12.1.1.1. **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

12.1.1.2. **Representation.** Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that

all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

13. Workers Compensation

- 13.1. The Grantee certifies that it is in compliance with Minnesota Statutes §176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

14. Publicity and Endorsement

- 14.1. **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.
- 14.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.
- 14.3. **Disclaimer.** The Grantee must include the following statement in all plans, studies and reports funded under this contract: "The preparation of this report has been funded in part by the Minnesota Department of Transportation. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Minnesota Department of Transportation. The report does not constitute a standard, specification, or regulation."

15. Governing Law, Jurisdiction, and Venue

- 15.1. Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. Termination; Suspension

- 16.1. **Termination by the State.** The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 16.2. **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 16.3. **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:
- 16.3.1. It does not obtain funding from the Minnesota Legislature; or
- 16.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the

Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

- 16.4. **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

17. Data Disclosure

- 17.1. Under Minnesota Statutes § 270C.65, Subdivision 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

18. Fund Use Prohibited.

- 18.1. The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

19. Discrimination Prohibited by Minnesota Statutes §181.59.

- 19.1. Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

20. Limitation.

- 20.1. Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

21. Telecommunications Certification.

- 21.1. By signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as

critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

22. Title VI/Non-discrimination Assurances.

22.1. Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

23. Additional Provisions

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Contract # _____

SWIFT Purchase _____

Order No. _____

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, by laws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(With delegated authority)

Title: _____

Date: _____

MnDOT OFFICE OF FINANCE – GRANT UNITS

By: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

EXHIBIT 1
Financial Assistance

Legal Name	Fargo-Moorhead Council of Governments
Contract Number	1048449
Contract Type / Program	State Metropolitan Planning Grant

Project Description	
Metropolitan Planning Grant – State Planning Assistance	
Total State Award	\$26,820.00
Required Local Match	\$6,705.00

EXHIBIT 2

Invoices



Greater Minnesota Metropolitan Planning Organization

Request for State Funds

Calendar Year 2022

GRANTEE: Fargo-Moorhead Council of Governments
 Case Plaza Suite 232, 1 – 2nd Street N, Fargo ND 58102
 701-532-5103

Recipient Agency Authorized Representative: Cindy Gray, Executive Director

Payment Request:		Total=	\$8,381.25
<input type="checkbox"/> First quarter (January 1 – March 31)	<input type="checkbox"/> Third quarter (July 1 – September 30)	Local Match= (20%)	\$1,676.25
<input type="checkbox"/> Second quarter (April 1 – June 30)	<input type="checkbox"/> Fourth quarter (October 1 – December 31)	State Funds= (80%)	\$6,705.00
Amount of Requested State Planning Funds:			\$6,705.00

Invoice cannot be signed/submitted prior to the end of the quarter. Invoice submittal must include a report/summary of the applicable quarter's activities. Activity reports submitted for CPG fund reimbursement may be used.

Signature: _____
 Recipient Agency Authorized Representative

Date _____

MnDOT

 Approval of MnDOT District Representative

Date _____

 Approval by MnDOT OTSM MPO Planning Program Coordinator

Date _____

MnDOT use only:	
Contract #: 1048449	Fiscal Year:
Swift Contract ID #:	Purchase Order ID #:

**Fargo-Moorhead Metropolitan Council of Governments
Resolution 2021-R011**

Resolution of Agreement for Distribution of State Planning Funds

WHEREAS, The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) has been designated by the Governors of North Dakota and Minnesota as the Metropolitan Planning Organization (MPO) for the greater Fargo, North Dakota – Moorhead, Minnesota metropolitan area; and

WHEREAS, the North Dakota Department of Transportation (NDDOT) by agreement with the Minnesota Department of Transportation is the lead agency in providing Public Law (PL) and Federal Transit Administration (FTA) Section 5303 funds in a combined Consolidated Planning Grant; (CPG) and

WHEREAS, Metro COG carries out a continuing, comprehensive, and cooperative (3-C) transportation planning process between the state and local governments in the Fargo-Moorhead area; and

WHEREAS, Metro COG and its consultants are duly qualified and agree to perform all services described in the State of Minnesota Grant Agreement; and

WHEREAS, Metro COG agrees to minimize administrative costs as a condition of the agreement;

THEREFORE, BE IT RESOLVED that the Fargo-Moorhead Metropolitan Council of Governments enters into an Agreement for Distribution of State Planning Funds, Contract 1048449, with the State of Minnesota, Department of Transportation; and

BE IT FURTHER RESOLVED that the Policy Board Chair and Executive Director of the Fargo-Moorhead Metropolitan Council of Governments are hereby authorized to execute such Agreement and amendments.

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the Fargo-Moorhead Metropolitan Council of Governments at a duly authorized meeting thereof, held on the 18th day of November, 2021, as shown by the minutes of said meeting in my possession.

Policy Board Chair

Date

Executive Director

Date

To: Policy Board Members
From: Cindy Gray, Executive Director
Date: November 12, 2022
Re: **Health, Dental and Vision Insurance for 2022**

On Thursday, November 4, Savanna Leach and I met with our Blue Cross Blue Shield of ND (BCBSND) representative and received the 2022 premium and coverage changes for Metro COG's health, vision and dental insurance.

For 2022, the insurance premiums for our plan, which is the BlueDirect Gold 100 2500, will increase by 3.2 percent for each age or age group (1-14 and 65+). In addition to the 3.2 percent increase, each staff person aged by one year, advancing to a slightly higher premium rate. A breakdown of the rates for health, dental and vision insurance is provided below:

- Health Insurance (Attachments 1 and 2) – Monthly increases in health insurance premiums will be a total of \$284.74 (rising from \$5,482.51 to \$5,767.25 for the seven employees and their families who are on the plan). This is an increase of \$3,416.88 per year, 70 percent of which is paid by Metro COG and 30 percent of which is paid by the employees.
- Dental Insurance (Attachments 3) – the dental individual premium will increase from \$31.30 to \$33.60 and the family rate will increase from \$78.30 to \$84.00, resulting in an overall monthly increase for the dental premium from \$313.10 to \$336.00.
- Vision Insurance (Attachment 4) - Vision premiums remain the same as 2021 with rates of \$12.00 for single coverage and \$27.60 for family coverage, yielding an overall monthly cost of \$115.20.

With the 2022 plan, the deductible amounts will increase from \$2,500 to \$2,700 for single coverage and from \$5,000 to \$5,400 for family coverage. Metro COG staff pay 50 percent toward the amount of the deductible into their Health Savings Account, and the agency pays 50 percent.

These rate increases do not pose any problems with the amounts budgeted for 2022. Informational sheets for the health, vision and dental insurance plans are attached. I asked our BCBS-ND representative to provide us with information about short and long term disability insurance as an option for consideration. I will bring this information the information about this type of coverage to the Executive Committee in December for discussion.

Requested Action: Authorize the Executive Director to enter into agreement with BCBSND for the health, vision and dental insurance plans described above and in the attachments for 2022.



BlueDirect 100 2700

A consumer-directed, lower cost health plan you can pair with a health savings account for ultimate control in your health care spending.

BlueDirect is a Consumer-Directed Health Plan (CDHP)

Like most CDHPs, BlueDirect has lower premiums and higher deductibles than most traditional health insurance plans. It also gives you:

- Decision-making power about how and when you spend your health care dollars
- The largest network of doctors and hospitals in North Dakota, and protection when you travel
- Coverage to help prevent diseases and rewards for healthy living

Pair BlueDirect with a Health Savings Account (HSA)

BlueDirect is qualified for you to use with an HSA—a fund you set aside to pay your medical expenses. Your HSA also allows you to:

- Set aside money, tax free
- Build a fund you can use for medical expenses now or in the future
- In many cases, earn interest on the money you have set aside

How it Works

When you go to the doctor or a specialist:



Choose a health care provider in the Preferred Blue PPO network.

In North Dakota, the network is the Preferred Blue PPO. You can see in-network providers by visiting BCBSND.com, selecting Find A Doctor, choosing the Preferred Blue PPO before searching for providers in North Dakota. If a family member resides outside of North Dakota, their network is the BlueCard PPO/EPO.

To find a provider outside of North Dakota, visit BCBS.com and click Find A Doctor. Providers who are not Preferred Blue or BlueCard PPO health care providers are out-of-network. Certain covered services received out-of-network are paid at a lower benefit or no benefit amount and will increase out-of-pocket expenses.



Use funds from your HSA to pay for services.

Even though you're paying on your own at this point, you receive a discount from providers because you are a Blue Cross Blue Shield of North Dakota (BCBSND) member.

Preventive care is covered at 100% from the beginning. There is no need to meet your deductible.



Once you meet your out-of-pocket maximum, BCBSND pays all your covered expenses for the remainder of the year.



Manage your health and actively prevent diseases.

HealthyBlue online wellness center with mobile app and incentive plan that rewards healthy behaviors like physical activity and setting and achieving goals.

What's covered?

Preventive care	You pay \$0
Prescription drugs	Preventive drug – \$5 copay, then 100% Deductible is waived*
Doctor visits	Prescription medications or drugs not listed on the preventive drug list are subject to your out-of-pocket maximum
Therapy	
Chiropractic care	You pay for health care services out of your pocket or from your HSA until you spend
ER visits	
Inpatient hospitalization	\$2,700 Individual \$5,400 Family
	After that, BCBSND pays all covered expenses for the rest of the year
Deductible	\$2,700 Individual \$5,400 Family
	For a family plan, an individual on the plan must meet the individual deductible before coinsurance begins
Coinsurance	100/0 Coinsurance (BCBSND pays 100%; you pay 0%)
Out-of-pocket maximum	The most you would pay per year \$2,700 Individual \$5,400 Family

Cost sharing amounts apply to covered services received within the Preferred Blue PPO network.

For a BlueDirect family plan, the entire family deductible must be met before BCBSND pays. The deductible can be met by one family member or all members.

* Preventive drug is a prescription medication or drug listed on the preventive drug list. The drug list centers on preventive care and reduces your out-of-pocket costs when using the identified drugs.

To view the preventive drug list, visit BCBSND.com/members/rx-tools.

Preventive drugs are subject to the copayment amount application in the benefit plan.

Questions?

Call Member Services:



844-363-8457

8 a.m. to 4:30 p.m. Central, Monday – Friday



Contact your employer's health plan administrator

This overview describes a high deductible health plan designed to comply with Section 223 of the Internal Revenue Code and intended for use with a Health Savings Account (HSA). Blue Cross Blue Shield of North Dakota (BCBSND) is not authorized to provide legal or tax advice to members. BCBSND expressly disclaims responsibility for, and makes no representation or warranty regarding: (1) the eligibility of any member to establish or contribute to an HSA; or (2) the suitability of this product in all circumstances for use with HSAs.

This benefit grid presents a brief overview of covered services and payment levels of this product. It should not be used to determine whether your health care expenses will be paid. The written benefit plan governs the benefits available. For premium rates and further details of the coverage, including definitions; exclusions; criteria for medically appropriate and necessary care; credentialing process; confidentiality policy; description of experimental drugs, medical devices or treatments; grievance and appeals process; provider listings; drugs eligible for coverage; reductions or limitations; and the terms under which this benefit plan may be continued, call, write or visit Blue Cross Blue Shield of North Dakota (BCBSND). BCBSND has entered into an agreement with CMS to provide health insurance coverage through Qualified Health Plans on the Health Insurance Marketplace.

2022 V1



In accordance with federal regulations, Blue Cross Blue Shield of North Dakota is required to provide you the following disclosure:

Blue Cross Blue Shield of North Dakota complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, gender identity, sexual orientation or sex. Blue Cross Blue Shield of North Dakota does not exclude people or treat them differently because of race, color, national origin, age, disability, gender identity, sexual orientation or sex.

Blue Cross Blue Shield of North Dakota:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, please call Member Services at 1-844-363-8457 (toll-free) or through the North Dakota Relay at 1-800-366-6888 or 711.

If you believe that Blue Cross Blue Shield of North Dakota has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, gender identity, sexual orientation or sex, you can file a grievance with:

Civil Rights Coordinator

4510 13th Ave S

Fargo, ND 58121

701-297-1638 or North Dakota Relay at 800-366-6888 or 711

701-282-1804 (fax)

CivilRightsCoordinator@bcbsnd.com (email) (Communication by unencrypted email presents a risk.)

You can file a grievance in person or by mail, fax, or email within 180 days of the date of the alleged discrimination. Grievance forms are available at <http://www.bcbsnd.com/report> or by calling 1-844-363-8457. If you need help filing a grievance, the Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services

200 Independence Avenue SW.

Room 509F, HHH Building

Washington, DC 20201

800-368-1019 or 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>

Español (Spanish)

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-844-363-8457 (TTY: 1-800-366-6888 o 711).

Deutsch (German)

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-844-363-8457 (TTY: 1-800-366-6888 oder 711).

中文 (Chinese)

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-844-363-8457 (TTY: 1-800-366-6888 或 711)。

Oroomiffa (Oromo)

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-844-363-8457 (TTY: 1-800-366-6888 ykn 711).

Tiếng Việt (Vietnamese)

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-844-363-8457 (TTY: 1-800-366-6888 hoặc 711).

Ikirundi (Bantu – Kirundi)

ICITONDERWA: Nimba uvuga Ikirundi, uzohabwa serivisi zo gufasha mu ndimi, ku buntu. Woterefona 1-844-363-8457 (TTY: 1-800-366-6888 canke 711).

العربية (Arabic)

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-844-363-8457-1 (رقم هاتف الصم والبكم: 1-800-366-6888 أو 711).

Kiswahili (Swahili)

KUMBUKA: Ikiwa unazungumza Kiswahili, unaweza kupata, huduma za lugha, bila malipo. Piga simu 1-844-363-8457 (TTY: 1-800-366-6888 au 711).

Русский (Russian)

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-844-363-8457 (телетайп: 1-800-366-6888 или 711).

日本語 (Japanese)

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-844-363-8457 (TTY: 1-800-366-6888 または 711) まで、お電話にてご連絡ください。

नेपाली (Nepali)

ध्यान दिनुहोस्: तपाईंले नेपाली बोल्नुहुन्छ भने तपाईंको निम्ति भाषा सहायता सेवाहरू निःशुल्क रूपमा उपलब्ध छ। फोन गर्नुहोस् 1-844-363-8457 (टिटिवाइ: 1-800-366-6888 वा 711)।

Français (French)

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-844-363-8457 (ATS : 1-800-366-6888 ou 711).

한국어 (Korean)

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-844-363-8457 (TTY: 1-800-366-6888 또는 711)번으로 전화해 주십시오.

Tagalog (Tagalog – Filipino)

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-844-363-8457 (TTY: 1-800-366-6888 o 711).

Norsk (Norwegian)

MERK: Hvis du snakker norsk, er gratis språkassistanstjenester tilgjengelige for deg. Ring 1-844-363-8457 (TTY: 1-800-366-6888 eller 711).

Diné Bizaad (Navajo)

Díí baa akó nínízin: Díí saad bee yáníłti'go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá jii'eh, éí ná hóló, kójj' hódííłnih 1-844-363-8457 (TTY: 1-800-366-6888 éí doodagó 711.)



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-844-363-8457 or visit www.bcbsnd.com/plandocuments. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 1-844-363-8457 to request a copy.

Important Questions	Answers	Why this Matters:
<p>What is the overall deductible?</p>	<p>For <u>network providers</u> \$2,700 individual / \$5,400 parent and child / \$5,400 parent and children / \$5,400 two person / \$5,400 family</p> <p>For <u>out-of-network providers</u> \$5,400 individual / \$10,800 parent and child / \$10,800 parent and children / \$10,800 two person / \$10,800 family</p>	<p>Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the policy, the overall family <u>deductible</u> must be met before the <u>plan</u> begins to pay.</p>
<p>Are there services covered before you meet your deductible?</p>	<p>Yes, <u>preventive care</u>.</p>	<p>This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u>. See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/.</p>
<p>Are there other deductibles for specific services?</p>	<p>No.</p>	<p>You don't have to meet <u>deductibles</u> for specific services.</p>
<p>What is the out-of-pocket limit for this plan?</p>	<p>For <u>network providers</u> \$2,700 individual / \$5,400 parent and child / \$5,400 parent and children / \$5,400 two person / \$5,400 family</p> <p>For <u>out-of-network providers</u> \$8,100 individual / \$16,200 parent and child / \$16,200 parent and children / \$16,200 two person / \$16,200 family</p>	<p>The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u>, the overall family <u>out-of-pocket limit</u> must be met.</p>
<p>What is not included in the out-of-pocket limit?</p>	<p><u>Premiums</u>, <u>balance-billed</u> charges and health care this <u>plan</u> doesn't cover.</p>	<p>Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u>.</p>

Will you pay less if you use a <u>network provider</u>?	Yes. See www.bcbsnd.com/find-a-doctor or call 1-844-363-8457 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u>?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	<u>Specialist</u> visit	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	<u>Preventive care/screening/immunization</u>	No charge	Not covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.bcbsnd.com/members/rx-tools	Preventive drugs	\$5 <u>copay</u> /prescription; <u>deductible</u> does not apply (retail & mail order)	Not covered	Benefits are subject to the <u>copay</u> application described in the benefit <u>plan</u> . *See section 1. Mail order prescriptions must be received from the preferred mail order pharmacy.
	<u>Generic drugs</u> Preferred Drug (Tier 1)	0% <u>coinsurance</u> (retail & mail order)	Not covered	Mail order prescriptions must be received from the preferred mail order pharmacy.
	Nonpreferred Drug (Tier 2)	0% <u>coinsurance</u> (retail & mail order)		
	<u>Brand Name drugs</u> Preferred Drug (Tier 3)	0% <u>coinsurance</u> (retail & mail order)	Not covered	Mail order prescriptions must be received from the preferred mail order pharmacy.
	Nonpreferred Drug (Tier 4)	0% <u>coinsurance</u> (retail & mail order)		
	<u>Specialty drugs</u> Preferred Drug (Tier 5)	0% <u>coinsurance</u>	Not covered	<u>Specialty drugs</u> must be received from the preferred specialty pharmacy <u>network</u> .
	Nonpreferred Drug (Tier 6)	0% <u>coinsurance</u>		
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	Physician/surgeon fees	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None
If you need immediate medical attention	<u>Emergency room care</u>	0% <u>coinsurance</u>	0% <u>coinsurance</u> ; <u>network deductible</u> applies	None
	<u>Emergency medical transportation</u>	0% <u>coinsurance</u>	0% <u>coinsurance</u> ; <u>network deductible</u> applies	None
	<u>Urgent care</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	<u>Precertification</u> may be required.
	Physician/surgeon fees	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None

*For more information about limitations and exceptions, see the plan or policy document at www.bcbsnd.com/plandocuments.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need mental health, behavioral health or substance abuse services	Outpatient services	0% <u>coinsurance</u> /office visit 0% <u>coinsurance</u> for other outpatient services	20% <u>coinsurance</u> /office visit 20% <u>coinsurance</u> for other outpatient services	<u>Precertification</u> may be required.
	Inpatient services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	<u>Precertification</u> may be required.
If you are pregnant	Office visits	No charge	20% <u>coinsurance</u>	None
	Childbirth/delivery professional services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	Childbirth/delivery facility services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None
If you need help recovering or have other special health needs	<u>Home health care</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	40 visits max/benefit period. <u>Precertification</u> is required.
	<u>Rehabilitation services</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	30 visits max/benefit period for each therapy: physical, occupational and speech.
	<u>Habilitation services</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	30 visits max/benefit period for each therapy: physical, occupational and speech.
	<u>Skilled nursing care</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	30 days max/benefit period. <u>Precertification</u> is required.
	<u>Durable medical equipment</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	<u>Precertification</u> may be required.
	<u>Hospice services</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	<u>Precertification</u> is required.
If your child needs dental or eye care	Children's eye exam	0% <u>coinsurance</u>	Not covered	One exam/benefit period.
	Children's glasses	0% <u>coinsurance</u>	Not covered	Lenses allowed 1/benefit period. Frames allowed once every other benefit period.
	Children's dental check-up	0% <u>coinsurance</u>	20% <u>coinsurance</u>	Routine exam allowed 2/benefit period and cleanings allowed 4/benefit period.

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Abortions (except if necessary to prevent the woman's death)
- Acupuncture
- Cosmetic surgery
- Dental care (adult)
- Hearing aids
- Infertility treatment
- Long-term (custodial) care
- Non-emergency care when traveling outside the U.S.
- Nonformulary drugs
- Private-duty nursing
- Routine eye care (adult)
- Routine foot care (except if medically necessary for members with diabetes or circulatory disorders)
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery (lifetime maximum of 1 operative procedure)
- Chiropractic care (20 visits/benefit period)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: BCBSND at 1-844-363-8457 or www.bcbsnd.com; or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit <http://www.HealthCare.gov> or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: BCBSND at 1-844-363-8457 or www.bcbsnd.com; the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform; or North Dakota Insurance Department at 1-701-328-2440, 1-800-247-0560 or www.nd.gov/ndins/contact.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

See BCBSND's attached disclosure for information on available language assistance services.

—————To see examples of how this plan might cover costs for a sample medical situation, see the next section.—————

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- **The plan's overall deductible** \$2,700
- **Specialist coinsurance** 0%
- **Hospital (facility) coinsurance** 0%
- **Other coinsurance** 0%

This EXAMPLE event includes services like:

- Specialist office visits (prenatal care)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (ultrasounds and blood work)
- Specialist visit (anesthesia)

Total Example Cost \$12,700

In this example, Peg would pay:

<i>Cost Sharing</i>	
<u>Deductibles</u>	\$2,690
<u>Copayments</u>	\$10
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Peg would pay is	\$2,720

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- **The plan's overall deductible** \$2,700
- **Specialist coinsurance** 0%
- **Hospital (facility) coinsurance** 0%
- **Other coinsurance** 0%

This EXAMPLE event includes services like:

- Primary care physician office visits (including disease education)
- Diagnostic tests (blood work)
- Prescription drugs
- Durable medical equipment (glucose meter)

Total Example Cost \$5,600

In this example, Joe would pay:

<i>Cost Sharing</i>	
<u>Deductibles</u>	\$1,100
<u>Copayments</u>	\$300
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Joe would pay is	\$1,400

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- **The plan's overall deductible** \$2,700
- **Specialist coinsurance** 0%
- **Hospital (facility) coinsurance** 0%
- **Other coinsurance** 0%

This EXAMPLE event includes services like:

- Emergency room care (including medical supplies)
- Diagnostic test (x-ray)
- Durable medical equipment (crutches)
- Rehabilitation services (physical therapy)

Total Example Cost \$2,800

In this example, Mia would pay:

<i>Cost Sharing</i>	
<u>Deductibles</u>	\$2,700
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$2,700

The plan would be responsible for the other costs of these EXAMPLE covered services.



In accordance with federal regulations, Blue Cross Blue Shield of North Dakota is required to provide you the following disclosure:

Blue Cross Blue Shield of North Dakota complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, gender identity, sexual orientation or sex. Blue Cross Blue Shield of North Dakota does not exclude people or treat them differently because of race, color, national origin, age, disability, gender identity, sexual orientation or sex.

Blue Cross Blue Shield of North Dakota:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, please call Member Services at 1-844-363-8457 (toll-free) or through the North Dakota Relay at 1-800-366-6888 or 711.

If you believe that Blue Cross Blue Shield of North Dakota has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, gender identity, sexual orientation or sex, you can file a grievance with:

Civil Rights Coordinator

4510 13th Ave S

Fargo, ND 58121

701-297-1638 or North Dakota Relay at 800-366-6888 or 711

701-282-1804 (fax)

CivilRightsCoordinator@bcbsnd.com (email) (Communication by unencrypted email presents a risk.)

You can file a grievance in person or by mail, fax, or email within 180 days of the date of the alleged discrimination. Grievance forms are available at <http://www.bcbsnd.com/report> or by calling 1-844-363-8457. If you need help filing a grievance, the Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services

200 Independence Avenue SW.

Room 509F, HHH Building

Washington, DC 20201

800-368-1019 or 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>

4510 13th Avenue South, Fargo, North Dakota 58121

Blue Cross Blue Shield of North Dakota is an independent licensee of the Blue Cross & Blue Shield Association

Español (Spanish)

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-844-363-8457 (TTY: 1-800-366-6888 o 711).

Deutsch (German)

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-844-363-8457 (TTY: 1-800-366-6888 oder 711).

中文 (Chinese)

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-844-363-8457 (TTY : 1-800-366-6888 或 711)。

Oroomiffa (Oromo)

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-844-363-8457 (TTY: 1-800-366-6888 ykn 711).

Tiếng Việt (Vietnamese)

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-844-363-8457 (TTY: 1-800-366-6888 hoặc 711).

Ikirundi (Bantu – Kirundi)

ICITONDERWA: Nimba uvuga Ikirundi, uzohabwa serivisi zo gufasha mu ndimi, ku buntu. Woterefona 1-844-363-8457 (TTY: 1-800-366-6888 canke 711).

العربية (Arabic)

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-844-363-8457 (رقم هاتف الصم والبكم: 1-800-366-6888 أو 711).

Kiswahili (Swahili)

KUMBUKA: Ikiwa unazungumza Kiswahili, unaweza kupata, huduma za lugha, bila malipo. Piga simu 1-844-363-8457 (TTY: 1-800-366-6888 au 711).

Русский (Russian)

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-844-363-8457 (телетайп: 1-800-366-6888 или 711).

日本語 (Japanese)

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नेपाली (Nepali)

ध्यान दिनुहोस्: तपाईंले नेपाली बोल्नुहुन्छ भने तपाईंको निम्ति भाषा सहायता सेवाहरू निःशुल्क रूपमा उपलब्ध छ । फोन गर्नुहोस् 1-844-363-8457 (टिपिवाइ: 1-800-366-6888 वा 711) ।

Français (French)

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한국어 (Korean)

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Tagalog (Tagalog – Filipino)

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-844-363-8457 (TTY: 1-800-366-6888 o 711).

Norsk (Norwegian)

MERK: Hvis du snakker norsk, er gratis språkassistanstjenester tilgjengelige for deg. Ring 1-844-363-8457 (TTY: 1-800-366-6888 eller 711).

Diné Bizaad (Navajo)

Díí baa akó nínízin: Díí saad bee yááníłt'igo **Diné Bizaad**, saad bee áká'ánída'áwo'déé', t'áá jik'eh, éí ná hóló, kojí' hódíílnih 1-844-363-8457 (TTY: 1-800-366-6888 éí doodagó 711.)

Deductible Amount	\$50 per member per benefit period, \$100 per family per benefit period. Claims for covered services incurred October 1 through December 31 include a deductible carryover to the next year
Annual Maximum	\$1,000 per member per benefit period
Covered Services	
Diagnostic Services	
*Oral Evaluations, two per calendar year	80% (Deductible is waived on the first service for the calendar year)
Radiographs	
*Bitewing X-rays, one set per calendar year	80% (Deductible does not apply)
*Full Mouth X-rays or Panoramic X-rays, once every five years	
*Occlusal Films	
Preventive Services	
*Prophylaxis (Cleanings), four per calendar year. One additional for members under the care of a medical professional during pregnancy	80% (Deductible is waived on the first service for the calendar year)
*Topical Fluoride, twice per calendar year	
Sealants	80% (After deductible is met)
Space Maintainers	50% (After deductible is met)
Restorative Services	
Amalgam Restorations	80% (After deductible is met)
Resin Based Composite-Anterior & Posterior (White Fillings)	
Single and Stainless Steel Crowns and Repairs	50% (After deductible is met)
Inlays, Onlays and Repairs	
Endodontic Services	
Endodontic Therapy (Root Canals etc.)	50% (After deductible is met)
Root Canal Retreatment	
Apicoectomy/Periradicular (Root Surgery)	
Periodontal Services	
Surgical and Non-Surgical Periodontics	50% (After deductible is met)
Periodontal Maintenance	
Prosthodontic Services	
Removable Complete and Partial Dentures	50% (After deductible is met)
Fixed Partial Dentures (Bridges)	
Adjustments and Repairs of Complete and Partial Dentures	
Implant Services	
Surgical Placement	50% (After deductible is met)
Supporting Structures	
Treatment of Implant Defects	
Fixed Partial Denture and Removable Denture	
*Cone Beam CT Images	80% (Deductible does not apply)
Removal of Teeth	
Simple and Surgical Extractions	80% (After deductible is met)
Complex Oral Surgery	50% (After deductible is met)
Adjunctive General Services	
Consultations	80% (After deductible is met)
General Anesthesia, Nitrous Oxide and/or IV Sedation	
*Palliative Treatment (Emergency)	80% (Deductible does not apply)

*Covered service does not apply to benefit maximums.

To qualify for a group dental plan, the employer must contribute a minimum of 75% toward the single premium payment.

This chart presents a brief explanation of the covered services and payment levels of this product. It should not be used to determine whether your dental expenses will be paid. The written benefit plan governs the benefits available. For further details of the coverage, including exclusions, reductions or limitations and the terms under which the benefit plan may be continued, see your Sales & Account Executive or write to Blue Cross Blue Shield of North Dakota. For the list of exclusions and limitations, refer to the written benefit plan.

This information is available to individuals with disabilities in alternate formats, free of charge, by calling Member Services at 1-844-653-4056 (toll-free) or through the North Dakota Relay at 1-800-366-6888 or 711.

United Concordia Companies, Inc. is an independent company providing dental benefit administrative services and access to a provider network for Blue Cross Blue Shield of North Dakota dental products.



In accordance with federal regulations, Blue Cross Blue Shield of North Dakota is required to provide you the following disclosure:

Blue Cross Blue Shield of North Dakota complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, gender identity, sexual orientation or sex. Blue Cross Blue Shield of North Dakota does not exclude people or treat them differently because of race, color, national origin, age, disability, gender identity, sexual orientation or sex.

Blue Cross Blue Shield of North Dakota:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, please call Member Services at 1-844-363-8457 (toll-free) or through the North Dakota Relay at 1-800-366-6888 or 711.

If you believe that Blue Cross Blue Shield of North Dakota has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, gender identity, sexual orientation or sex, you can file a grievance with:

Civil Rights Coordinator

4510 13th Ave S

Fargo, ND 58121

701-297-1638 or North Dakota Relay at 800-366-6888 or 711

701-282-1804 (fax)

CivilRightsCoordinator@bcbsnd.com (email) (Communication by unencrypted email presents a risk.)

You can file a grievance in person or by mail, fax, or email within 180 days of the date of the alleged discrimination. Grievance forms are available at <http://www.bcbsnd.com/report> or by calling 1-844-363-8457. If you need help filing a grievance, the Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services

200 Independence Avenue SW.

Room 509F, HHH Building

Washington, DC 20201

800-368-1019 or 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>

Español (Spanish)

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-844-363-8457 (TTY: 1-800-366-6888 o 711).

Deutsch (German)

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-844-363-8457 (TTY: 1-800-366-6888 oder 711).

中文 (Chinese)

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-844-363-8457 (TTY: 1-800-366-6888 或 711)。

Oroomiffa (Oromo)

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-844-363-8457 (TTY: 1-800-366-6888 ykn 711).

Tiếng Việt (Vietnamese)

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-844-363-8457 (TTY: 1-800-366-6888 hoặc 711).

Ikirundi (Bantu – Kirundi)

ICITONDERWA: Nimba uvuga Ikirundi, uzohabwa serivisi zo gufasha mu ndimi, ku buntu. Woterefona 1-844-363-8457 (TTY: 1-800-366-6888 canke 711).

العربية (Arabic)

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-844-363-8457 (رقم هاتف الصم والبكم: 1-800-366-6888 أو 711).

Kiswahili (Swahili)

KUMBUKA: Ikiwa unazungumza Kiswahili, unaweza kupata, huduma za lugha, bila malipo. Piga simu 1-844-363-8457 (TTY: 1-800-366-6888 au 711).

Русский (Russian)

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-844-363-8457 (телетайп: 1-800-366-6888 или 711).

日本語 (Japanese)

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-844-363-8457 (TTY: 1-800-366-6888 または 711) まで、お電話にてご連絡ください。

नेपाली (Nepali)

ध्यान दिनुहोस्: तपाईंले नेपाली बोल्नुहुन्छ भने तपाईंको निम्ति भाषा सहायता सेवाहरू निःशुल्क रूपमा उपलब्ध छ। फोन गर्नुहोस् 1-844-363-8457 (टिटिवाइ: 1-800-366-6888 वा 711)।

Français (French)

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-844-363-8457 (ATS : 1-800-366-6888 ou 711).

한국어 (Korean)

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-844-363-8457 (TTY: 1-800-366-6888 또는 711)번으로 전화해 주십시오.

Tagalog (Tagalog – Filipino)

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-844-363-8457 (TTY: 1-800-366-6888 o 711).

Norsk (Norwegian)

MERK: Hvis du snakker norsk, er gratis språkassistanstjenester tilgjengelige for deg. Ring 1-844-363-8457 (TTY: 1-800-366-6888 eller 711).

Diné Bizaad (Navajo)

Díí baa akó nínízin: Díí saad bee yáníłti'go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá jii'eh, éí ná hóló, kójj' hódííłnih 1-844-363-8457 (TTY: 1-800-366-6888 éí doodagó 711.)

Blue Cross Blue Shield of North Dakota / VSP

Your Coverage with a VSP Provider	
Benefit	Description
WellVision Exam®	Every calendar year Focuses on your eyes and overall wellness
Prescription Glasses Lenses	Every calendar year Single vision, lined bifocal, and lined trifocal lenses Progressive lenses Polycarbonate lenses for dependent children under age 19
Frame	Every other calendar year \$150 allowance for a wide selection of frames
Contact Lenses Contact Lens Fitting & Exam	Elective contact lens fitting and evaluation once every calendar year. A 15% discount applies when seeing a Member Doctor. The copay is up to \$60.
Contact Lens Allowance	Contact lenses are available under this vision plan in place of all other lens and frame benefits for the current calendar year, up to a maximum benefit allowance of \$150.
Extra Savings	Glasses and Sunglasses Extra \$20 to spend on featured frame brands. Go to vsp.com/specialoffers for details. 30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam.
	Retinal Screening No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam
	Laser Vision Correction Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor

Your Coverage with Non-Member Providers

Get the most out of your benefits and greater savings with a VSP network doctor. Your coverage with Non-Member Providers will be less or you'll receive a lower level of benefits. Visit BCBSND.com for plan details.

Exam	up to \$60	Lined Trifocal Lenses	up to \$100
Frame	up to \$98	Progressive Lenses	up to \$75
Single Vision Lenses	up to \$50	Contacts	up to \$135
Lined Bifocal Lenses	up to \$75		

Plan allowances at some retail chains may differ, but are of equivalent value. Once your benefit is effective, visit BCBSND.com for details. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with BCBSND, the terms of the contract will prevail.

YOUR VISION BENEFITS SUMMARY

Get access to the best eye care and eyewear with Blue Cross Blue Shield of North Dakota (BCBSND) BlueVision.

Using Your BlueVision Benefit is Easy

Log in to your account at BCBSND.com. Your member portal is your one stop shop for managing your vision coverage with BCBSND. Within the portal, you can access additional information from our vision partner, VSP.

Once your plan is effective, you can review your benefit information:

- View individuals covered by your BCBSND vision plan
- View your vision benefits information

To access additional information on the VSP portal, log into your member services account at BCBSND.com and select the Claims tab on the top. Then, the link can be found on the left-hand side. Once there you can:

- View your claims history
- Download your VSP savings statements, which outline the discounts available with your coverage
- Find an in-network provider through the online directory. You can choose from a large network of independent doctors, including premier program locations for the best value, retail chains, or any non-member provider.
- View and download forms

Best Eye Care

You'll get the highest level of care, including a WellVision Exam- the most comprehensive exam designed to detect eye and health conditions. Plus, when you see a VSP provider, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

Plan Information

VSP Provider Network: VSP Signature

Visit [BCBSND.com](https://www.bcsnd.com) or call 800.877.7195 for more details on your vision coverage and exclusive savings and promotions for VSP members.

For further details of the coverage, including exclusions, any reductions or limitations and the terms under which the benefit plan may be continued, see your Sales and Account Executive.

This is a brief explanation of covered services and payment levels of this product. It should not be used to determine whether vision expenses will be paid. The written certificate of insurance governs the benefits available.

To: Policy Board
From: Cindy Gray, Executive Director
Date: November 12, 2021
Re: **Greater NW Passenger Rail Coalition – Interest in Endorsing the Efforts of the Coalition**

The purpose of bringing this forward to the Policy Board is to provide information about the work of the Greater NW Passenger Rail Coalition and to determine your level of interest in endorsing the efforts of the Coalition, either as a group, or as individual jurisdictions.

Background

Recently, I and other local government management staff, received email correspondence from Dan Bilka, Greater Northwest Passenger Rail Coalition Coordinator. Maybe some of you received this correspondence as well. In response to a request for more information, Mr. Bilka scheduled a large web-based meeting with members of the coalition from various states, including Montana, Idaho, and others. Local participants in the meeting included Adam Altenburg, Michael Maddox and myself from Metro COG and Mike Redlinger from the City of Fargo. A representative from Dickinson, ND also participated.

The recently passed Infrastructure Investment and Jobs Act includes funding for passenger rail, and this group is interested in pursuing working groups and funding for the implementation of a broader passenger rail network throughout the Dakotas and other northern Great Plains and Northwestern states. They are particularly interested in ensuring that this part of the country does not get left out of passenger rail expansion plans. Draft legislation supporting study and efforts toward implementation has been drafted by Senators Jon Tester (MT) and Roger Wicker (MS). An overview of provided by Mr. Bilka is shown below:

“Much of rural America is underserved by long-distance intercity passenger rail options, including portions of Washington, Oregon, Idaho, Utah, Colorado, Wyoming, Montana, North Dakota, and South Dakota. The Greater Northwest Passenger Rail Working Group, modeled after the congressionally established Gulf Coast Working Group, will be convened by the Secretary of Transportation to study and develop service development plans for restoring the North Coast Hiawatha, Pioneer, and other routes within the Greater Northwest region as determined by the Working Group. The Working Group will also develop plans to implement the restoration of routes within the region that are funded by the 117th Congress. The ultimate goal of the Working Group is to further the economic and social wellbeing of rural America while providing enhanced connectivity for the national long-distance passenger rail system, thereby making the overall system more robust and resilient.”

I have attached the following information for your reference:

Attachment 1 – Email from Mr. Bilka

Attachment 2 – Vision map of expanded rail network (including a Fargo/Bismarck link)

Attachment 3 – Greater NW Rail Coalition Presentation

Attachment 4 – Background and Policy Request

Attachment 5 – Language in the Infrastructure and Investment Jobs Act

Attachment 6 – North Coast Hiawatha Restoration: A Solid Return for Tax Payers and Business

At the end of the Background and Policy Request, Attachment 4, you will see several entities that have gone on record in support of the efforts of this group to improve passenger rail frequency and connectivity throughout the northwestern part of the US. North Dakota entities are noticeably absent from this list. I wanted to bring this to your attention so you can consider if either the Metro COG Policy Board or the local jurisdictions wish to learn more and consider endorsing the efforts of the coalition.

The Executive Committee discussed this at their November meeting and agreed that this information should be provided to the Policy Board for consideration.

Cindy Gray

From: Dan Bilka <dan@allaboardnw.org>
Sent: Friday, October 8, 2021 4:11 PM
To: Dan Bilka
Cc: allaboardminnesota@gmail.com; Barry Green (Home)
Subject: Congressional Language: Passenger Rail Working Group & Greater Minnesota/North Dakota
Attachments: Greater Northwest background and policy request_210522.pdf; S. 2016 Tester_001 (as modified) Current Language.pdf; GNWWG Vision Map2 June21.pdf; BASE_Greater NW Rail CoordinationV2_September 2021.pdf

Hello to the Cities of Fargo & Moorhead & Cass & Clay Counties,

I wanted to reach out to you and inform you about a project going on in the Greater Region. The geography as envisioned covers US States from Minnesota to the Pacific Northwest; the Greater Northwest Region as we are calling it. We are advocating to form an FRA Working Group to explore restored and new passenger rail services in the region. You should already be acquainted with our Minnesota partners, All Aboard Minnesota, and may have been contacted by our Montana partners, the Big Sky Passenger Rail Authority.

Passenger Rail is perfect for fulfilling the "3 Es": Economy, Environment, and Equity".

Advocates (including a number of elected officials) in the Greater Northwest Region have been communicating and sharing ideas to create a Greater Northwest Working Group looking into the transportation needs and passenger rail possibilities in our area. Current informal working partners include: [All Aboard Washington](#), [All Aboard Minnesota](#), [The Big Sky Rail Authority \[MT\]](#), [Utah Passenger Rail Association](#), [AORTA \(Oregon\)](#), [Transportation for America](#) and the [Rail Passengers Association](#). Passenger rail is an economic boom for communities as highlighted by Rail Passengers reports on the [Southwest Chief](#) and [Empire Builder](#). It is also an important equity item, serving areas not served by any other public transportation option; bus and aviation connections that may have once existed have long been discontinued.

Overview:

"Much of rural America is underserved by long-distance intercity passenger rail options, including portions of Washington, Oregon, Idaho, Utah, Colorado, Wyoming, Montana, North Dakota, and South Dakota. The Greater Northwest Passenger Rail Working Group, modeled after the congressionally established Gulf Coast Working Group, will be convened by the Secretary of Transportation to study and develop service development plans for restoring the North Coast Hiawatha, Pioneer, and other routes within the Greater Northwest region as determined by the Working Group. The Working Group will also develop plans to implement the restoration of routes within the region that are funded by the 117th Congress. The ultimate goal of the Working Group is to further the economic and social wellbeing of rural America while providing enhanced connectivity for the national long-distance passenger rail system, thereby making the overall system more robust and resilient."

Thanks to Senators Jon Tester (MT) & Roger Wicker (MS) we were able to get modified language into the Senate Surface Transportation Bill (S.2016, Sec 2214) which was subsequently included in the Infrastructure

Bill that passed the US Senate (8/10) and is now before the US House. If we get enough interest from communities throughout the region, we believe we have a good case to request the Secretary of Transportation to create the full greater regional working group.

As of present, this has been shared with delegations for: North Dakota, South Dakota, Minnesota, Colorado, Wyoming, Montana, Idaho, Utah, Washington, Oregon and is being shared with municipalities throughout the region. We wanted to be sure that you are informed as discussions advance.

Included is our Policy Brief, current language, base slide deck, and a potential vision of what such a Greater Northwest Working Group may look at.

Please review this information, let us know if you have any questions, and if you'd be interested in voicing support for the project in order to get it over the finish line.

Thank you,

--

Dan Bilka

Rail Passengers Association Board Member - Former South Dakota Representative

- ColoRail Board Member

Greater Northwest Passenger Rail Coalition Coordinator

dan@allaboardnw.org

Cell: (605) 480-2532

[LinkedIn](#)

Our Region (one idea)

Note: Not all potential stops shown



Greater Northwest Rail Coalition Presentation

— Fargo-Moorhead MPO —
November 5, 2021

Our reason for approaching you

- We're not asking you to blindly support getting passenger rail at all costs without prudence, but supporting the idea to honestly, thoroughly, and **fully** explore the possibilities of passenger rail in our region and what benefits it could bring to our communities.
- We will present you with information today about how the long distance trains are an economic growth engine, and lead to growth and benefits in states across the United States.

States' Rail Developments

- Montana: Big Sky Rail Authority well-established and moving forward; new counties joining.
- Minnesota: Second Twin Cities-Chicago Train passes: 6-25-2021
- Washington: Statewide needs assessment, Cascades SDP matching funding, continued HSR study (awaiting details of final budget).
- Idaho: Talks with Governor and State legislators about updating the State Rail Plan and forming a formalized state rail group.
- Wyoming State Rail Plan FRA approved; includes passenger rail section.
- Colorado: Front Range Bill Passes Legislature, Signed by Governor Polis 6-30-2021.
- South Dakota: GNWWG letter of Support from Pennington County, Grant County Economic Development. State Rail Plan Updating.

“Trains Mean Business.”

Passenger Trains: Economic Engines for Growth



Rail is a *proven* economic engine in the communities it serves.

The nationwide cost of highway gridlock has grown to \$179 billion a year, or \$1,080 per commuter.

The cost isn't just in dollars; the average commuter spends 54 hours per year stuck in traffic.

Amtrak's interconnected services in the Northeast Corridor, the long-distance National Network and the dozens of State-supported Amtrak routes return between \$7 billion and \$8 billion each year to our Nation's GDP – four times what we typically invest in the service.

Selected Economic Benefits Assessments (FY 2019)						
	City Of New Orleans	Empire Builder	Silver Services	Southwest Chief	Texas Eagle	Crescent
Cities Served	20	46	36	38	44	33
States Served	5	8	11	8	7	13
Ridership	235,670	433,372	743,461	338,180	321,694	295,180
Annual Federal Investment	\$17.9m	\$57.5m	\$76.2m	\$47.0m	\$25.4m	\$33.7m
Annual Economic Return	\$133.8m	\$595.2m	\$381.8m	\$484.8m	\$555.3m	\$232.8m
Return on Taxpayers' Equity	7.47X	10.35X	5.01X	10.31X	21.86X	6.91X

Source: Rail Passengers Association modeling estimate

*Indirect effects include community-level effects such as sales taxes, real-estate, local employment and other similar factors



Investing in American Manufacturing + Jobs

- An investment of \$1 billion in public transportation supports and creates 36,000 jobs (USDOT)
- Two out of three jobs created by public transportation investment replace lost blue-collar jobs with “green jobs” in the public transit sector (APTA)
- \$74.2 billion: Total contribution of the railway supply industry to U.S. GDP in 2017 (RSI)
- 650,000 jobs supported by the rail supply industry in 2017 (RSI)

Virginia: A Case Study for A Decade of Growth + Prosperity

By investing in a 31 percent boost to Amtrak service, Virginia has produced a 101% ridership increase in since 2003 and removed 600 million vehicle-travel miles from the Commonwealth’s highways. The results speak for themselves:

- \$1.4 billion in annual economic returns to Virginia versus \$64 million in Federal support
- Created or sustained 1,400+ jobs each year
- \$390 million in new tourist spending
- Profitable “above the rail” - \$17.58 per passenger in 2018



The National Network: A Foundation for American Mobility

39 states are served by long-distance trains

23 states where long-distance trains are the only Amtrak service

\$523 million in ticket revenue from long-distance trains

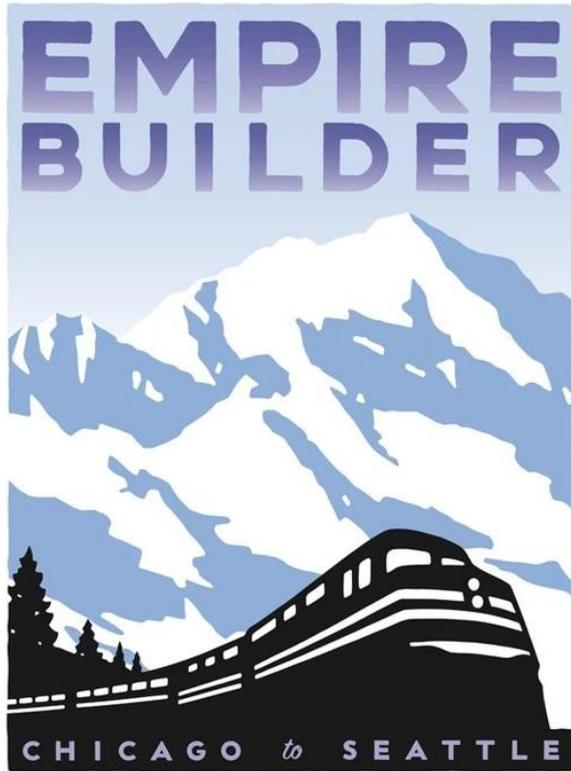
Long-distance trains generate high volumes and load factors by:

1. Providing a single seat ride in many overlapping city pair markets;
2. Combining many small markets to generate economic volumes.

Long-distance passenger train routes are ideal for connecting major urban areas with each other and with smaller cities and communities—many in rural areas—which are becoming more isolated as regional airline and intercity bus services disappear.



Case Study: Amtrak's Empire Builder



- Runs 2,200 miles from Chicago to Seattle/Portland with 45 intermediary stops, but only 9% travel from end-point to end-point.
- Is a lifeline to Native Americans, veterans, and the elderly living in the rural Northern Tier.
- Direct spending by non-residents in Montana traveling on the Empire Builder is approximately \$5.5 million, which creates \$500,000 in re-spending and 30 jobs.
- Rail Passengers found that a second Amtrak train between Chicago and Minneapolis/St. Paul would bring \$25 million annually for the state of Minnesota, 8-10x the cost to operate the new service.
- Rail Passengers also found that the overall economic benefit for three states of Minnesota, Wisconsin and Illinois would be \$47 million annually—a return on investment of better than seven-to-one—much of which would flow to small towns along the route.



Rural Success Stories

How Public Transportation Can Transform Rural Communities

- Meridian, MS, with 39,000 residents on the Mississippi/Alabama line, invested \$7.5 million in a new Amtrak Intermodal Station. Over \$200 million has been invested within 3 blocks of the station in the last 20 years.
- Normal, IL, a town of 59,000, invested \$49.5 million as part of the first TIGER project in the U.S. Investment since 2004 in Normal and Bloomington has exceeded \$220 million.
- Long Distance Routes: Amtrak's existing group of daily long-distance trains (excluding the Auto Train) collectively produce some \$4.7 billion in economic benefits which are widely distributed throughout America's heartland.

	Kansas	North Carolina	North Dakota	Missouri
Direct Benefits	\$5,026,437	\$48,050,334	\$11,566,713	\$19,116,790
Indirect Benefits	\$7,388,863	\$70,633,992	\$17,003,068	\$28,101,682
Total LDR Benefits	\$12,415,300	\$118,684,326	\$28,569,781	\$47,218,472

[For a full breakdown of the economic benefits of long-distance routes, visit RailPassengers.org/Econ for detailed outputs across 32 states.]



Look beyond ridership to passenger utility

2018 Total Ridership



2018 Riders per Departure



Myth: 'Trains Only Make Sense In Big Cities'

Reality: When Available, Trains Are Heavily Used!

For more, go to <http://www.railpassengers.org/ridership>

<https://www.railpassengers.org/happening-now/news/blog/testimony-of-jim-mathews-november-13-2019/>

The '3 Es'

Passenger rail is an ideal option for addressing 'the 3 Es'



Economy

Intercity passenger trains help strengthen local economies across the Northwest.



Environment

Intercity passenger trains provide low-emissions regional transportation.

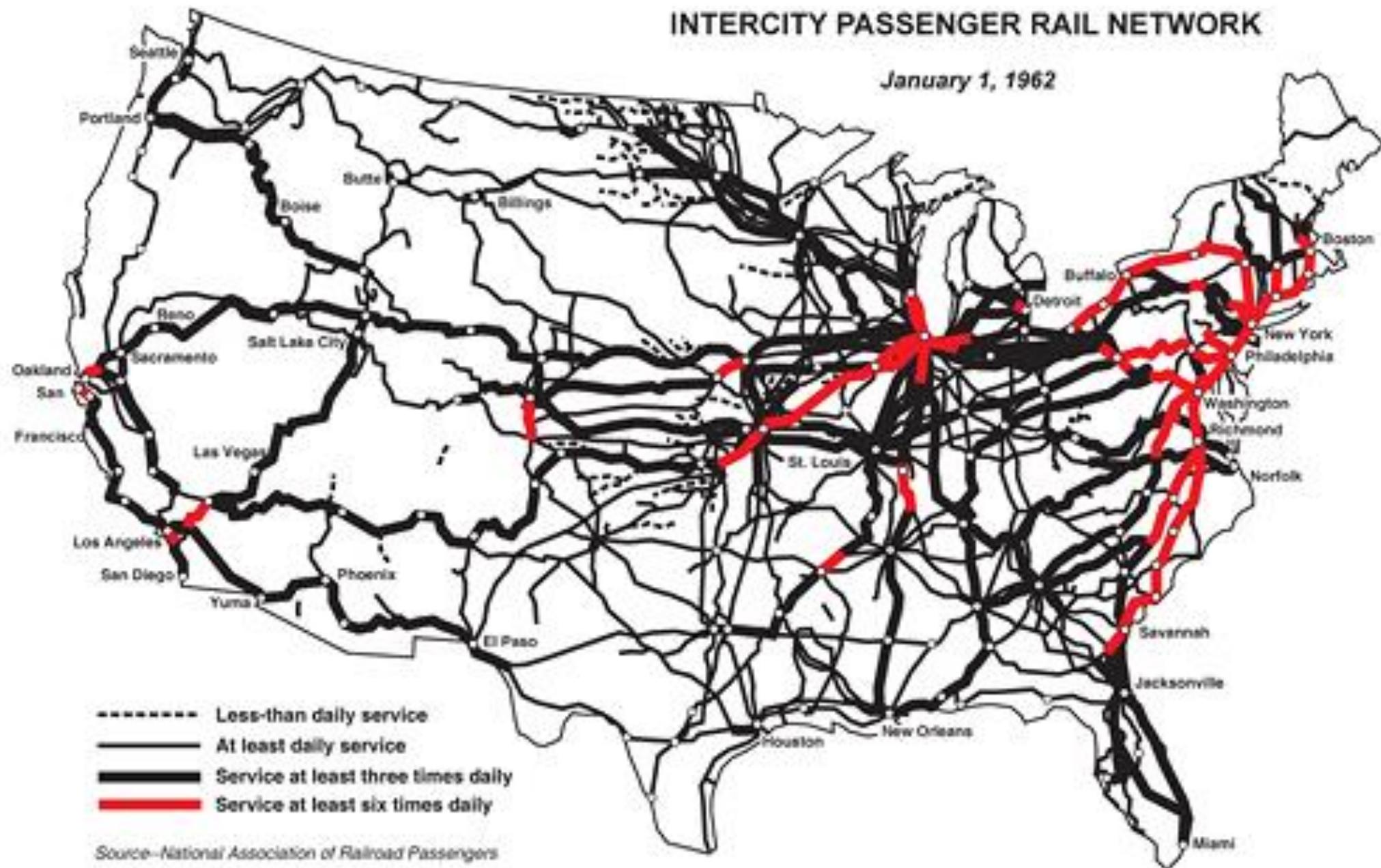


Equity

Intercity passenger trains connect communities small and large.

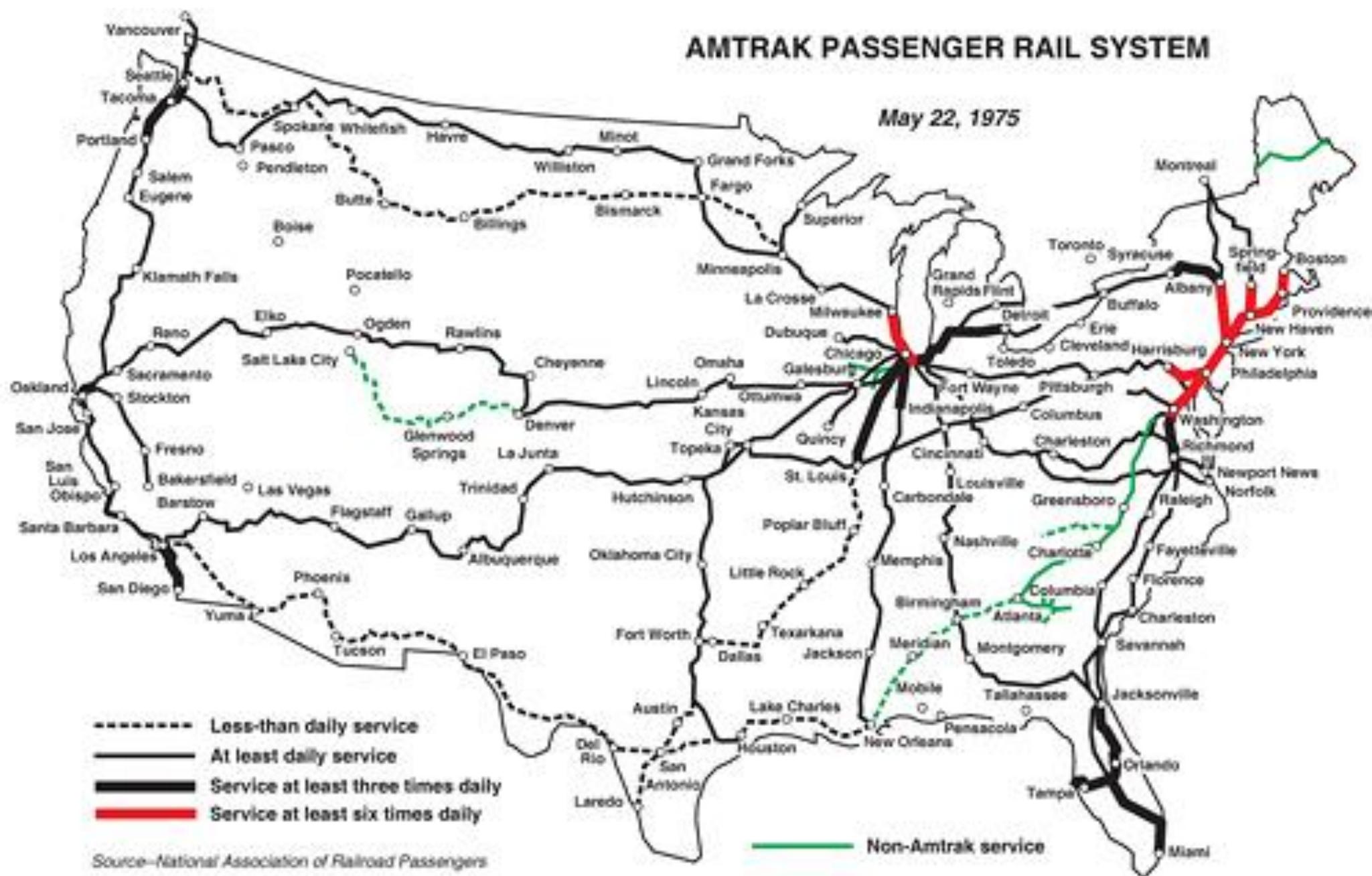
INTERCITY PASSENGER RAIL NETWORK

January 1, 1962



AMTRAK PASSENGER RAIL SYSTEM

May 22, 1975



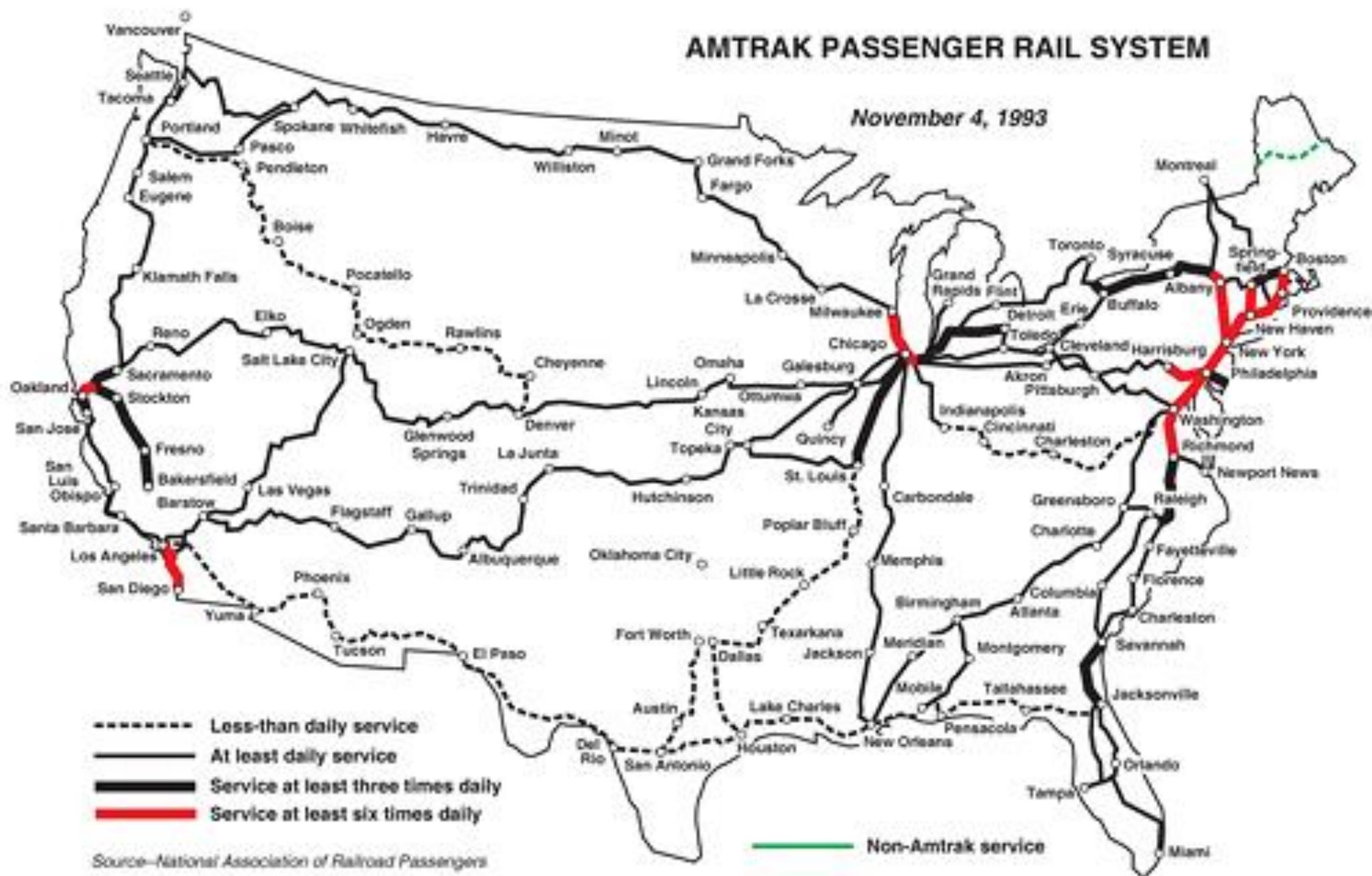
- Less-than daily service
- At least daily service
- Service at least three times daily
- Service at least six times daily

Source—National Association of Railroad Passengers

———— Non-Amtrak service

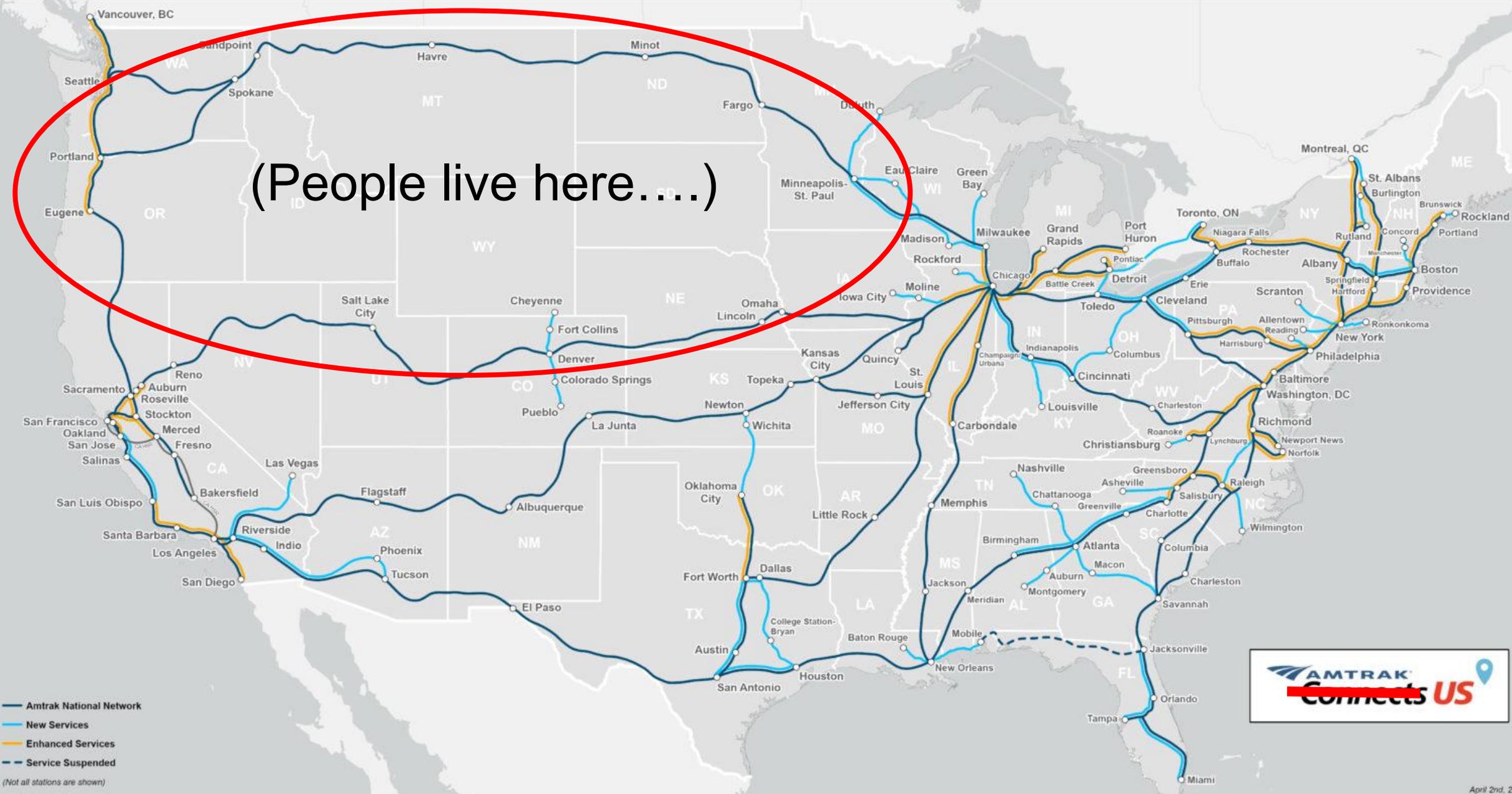
AMTRAK PASSENGER RAIL SYSTEM

November 4, 1993





(People live here...)



- Amtrak National Network
 - New Services
 - Enhanced Services
 - - - Service Suspended
- (Not all stations are shown)



New Approach, Partner Organizations

- All Aboard Washington
- All Aboard Minnesota
- Association of Oregon Rail and Transit Advocates
- Big Sky Rail Authority
- COMPASS, City of Boise
- Utah Rail Passengers Association
- Rail Passengers Association
- Transportation for America
- **People, businesses and localities.**

Who is All Aboard Minnesota?



- Our mission –
Expand intercity passenger rail in the Upper Midwest!
- Community Outreach and Rally's!
- Partnered with MnDOT, legislators, alliance partners
- Getting the word out!
- We need you more than ever!
- You are the key to more train availability

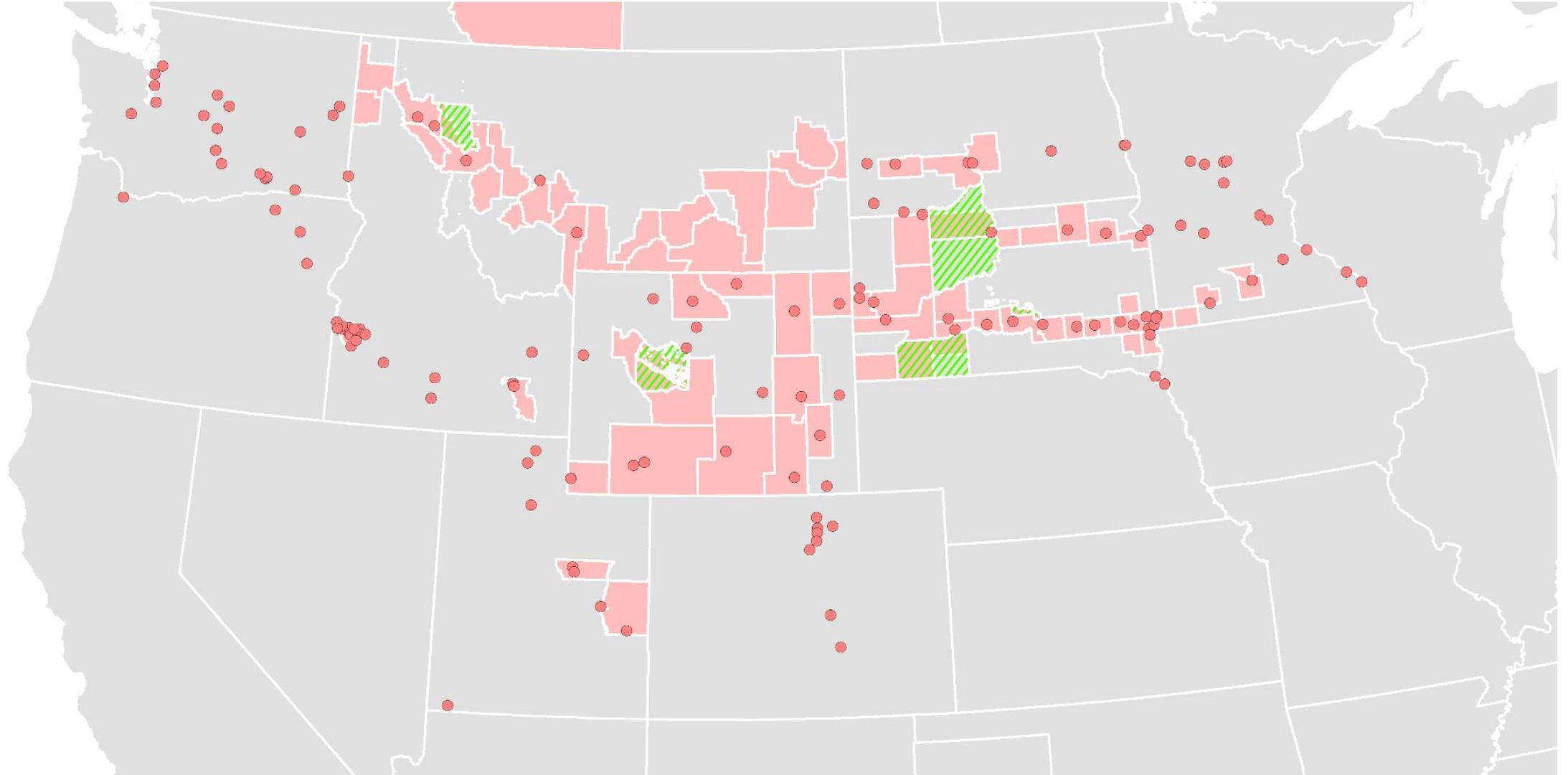
What is the need for GNWWG?

- The people collaborating on this issue are **not currently empowered** to work on meeting the demand of additional intercity passenger rail in the Greater Northwest Region.
 - Currently, we are a Facilitator, not the decider (we need this regional control, native effort empowered to act).
- Existing state structures [DOTs] are focused on a plethora of other issues.
- Existing rail structures and institutions are focused on moving freight not people.
- Both are **ill-equipped and unready** to conduct the passenger rail work that needs to be undertaken
 - Existing institutions are not in a position to directly apply for federal passenger rail funding collaboratively.
 - Passenger rail creates a burden of more work on already burdened systems without new resources

“You are here”.....

- There is no current established mechanism to realize the full intercity passenger rail system that is possible for the Greater Northwest Region; a state-level focus (siloed) is limiting, non-efficient, and will be less-competitive at the Federal level.
- This [Greater] Regional level is the best-positioned to coordinate, act-on, and realize the latent potential for passenger rail that is in our vibrant and diverse region; to the benefit of towns small and large.

Grassroots Community Engagement & Outreach



Other Regions Already Coordinating....

- NEC & North Atlantic Rail Group
- Gulf Coast Working Group and Southern Rail Commission, SE FRA Study
- MIPRA (Midwest Rail), Midwest High-speed, Midwest FRA Study
- Southwest FRA Regional Rail Study
- Daily Cardinal (Ohio-West Virginia) Working Group Potential
- Lakeshore Rail Alliance

Building for our future ...



All Aboard MN Proposed Routes



- **Twin Cities – Chicago**
-additional service-
- **Twin Cities - Des Moines - Kansas City**
- **Twin Cities - Duluth**
- **Twin Cities – Moorhead/Fargo**
-additional service-

Our Region (one idea)

Note: Not all potential stops shown



Cost Comparison

Costs to restore both the "Pioneer" and "North Coast Hiawatha" are cheap.

North Coast Hiawatha (Track & Signals, Stations and Equipment)

2009 Study: Chicago-Seattle - 2,300 miles - \$1,027.4 M - \$447K/mile - \$3.13 per American

(2021) estimate: \$3.96/American

Pioneer (Track & Signals, Stations and Equipment)

2009 Study: Overland Route Den-Ptld 1,437 miles - \$484.8 M - \$337K/mile - \$1.47 per American

Rio Grande Route Den-Ptld 1,465 miles - \$373.9 M - \$255K/mile

(2021) estimate: \$1.86/American

Cost Comparison Cont.

NYC Gateway Project: \$11 Billion, \$33/American.

Front Range Passenger Rail: \$14.2 Billion, \$42.67/American.

FAA **Operations** 2022 Proposed Budget: \$11.4 Billion, \$34/American

Washington Union Station (NEC Future): \$7.5 Billion, \$22/American

California HSR (Palmdale to Burbank): \$17 Billion, \$51/American

Boston "Big Dig" Project: \$24 Billion, \$73/ American

Denver International Airport (2021 Costs): \$8.2 Billion, \$25/American

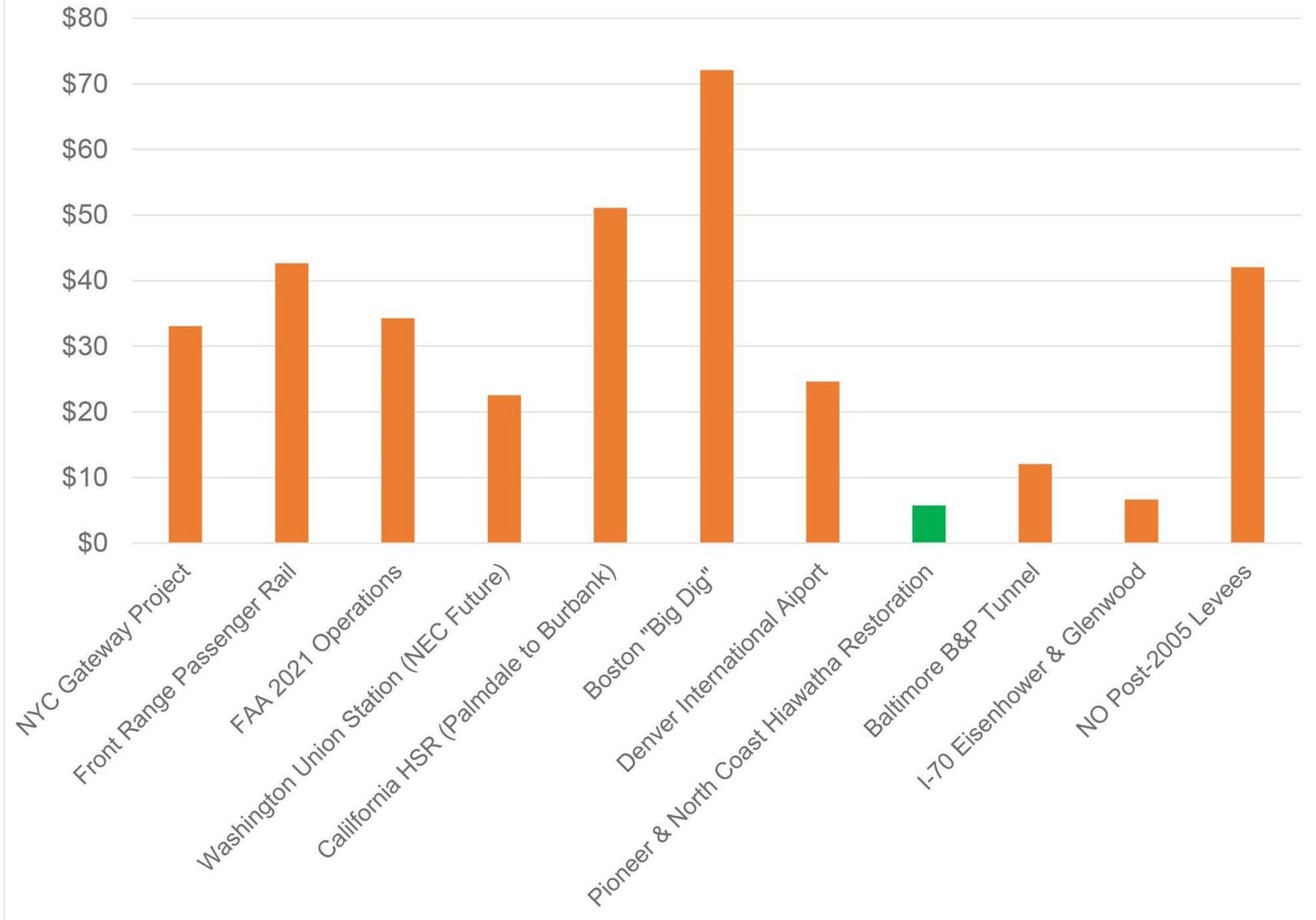
Baltimore B&P Tunnels: \$4 Billion, \$12 /American

I-70 Eisenhower/Johnson Tunnels & Glenwood Canyon: \$2.2 Billion,
\$6.65/American

New Orleans Post-Katrina Levee Defenses: \$14 Billion, \$42.30/American

Pioneer + North Coast Hiawatha/Limited: **\$5.82/American**

Estimated Costs per American



Three-Legged Stool: Policy Action Items

- Support the Greater Northwest Passenger Rail Working Group Congressional Authorizing Language
 - Build on success in [SB: 2016, Sec. 2214](#), Rolled into HR 3684 Passed by the US Senate.
- Support a Rural Allocation: In both CRISI and PRIME allocate 25% of funding for rural routes. Include this in any US Infrastructure Proposal 2021 as well.
 - Envisioned as $\frac{1}{4}$ of proposed allotment for railroad projects since rural population is $\frac{1}{4}$ of the US total.
- Support Enabling Legislation in reauthorization for Regional Rail Compacts/Commissions. Rep Cohen (TN).

Our Ask:

- Letter of support to Minnesota's/North Dakota's Congressional Delegation & Governor expressing support for S.2016, Section 22214 (the Tester Amendment) as a building block to realize the Greater Northwest Working Group vision & the associated Legislative Policy Goals.

All Aboard Minnesota - Contact & Visit Us

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3. Facebook:
<https://www.facebook.com/AllAboardMinnesota>

Barry E. Green

Barry E. Green, RPA Council Rep. (MT) & NW Div. Team Leader
(Also Covering ID and ND RPA Members)

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(www.railpassengers.org)

-Thanks for Attending-



In collaboration with:

ALL ABOARD MINNESOTA

P.O. Box 4212, St Paul, Minnesota 55104

*A 501 (C) (3) not-for-profit organization to bring more intercity passenger trains
To Minnesota and the Upper Midwest*

Please visit us – and consider becoming a member - at:
www.allaboardmn.org

Greater Northwest Passenger Rail Service Restoration

Overview

Much of rural America is underserved by long-distance intercity passenger rail options. The March 31 [announcement](#) by Amtrak and the accompanying ConnectUs plan service map fails to recognize that shortcoming and bring passenger rail service to long overlooked communities in much of rural America, including the Greater Northwest, defined as Washington, Oregon, Idaho, Utah, Colorado, Wyoming, Montana, North Dakota, South Dakota, and portions of Minnesota and Wisconsin serviced by the Empire Builder.

For many years, Americans living in the Greater Northwest have not had good access to passenger rail services. The lack of service, loss of air service at smaller airports in this region, and the significant economic impact intercity passenger rail service can provide has fueled interest at the local, county, and state level in the Greater Northwest region to join forces to find innovative ways to move our people. These interests, loosely calling themselves the Greater Northwest Working Group, have been collaborating for over a year to support initiatives to return intercity passenger rail service to the Greater Northwest.

Amtrak's plan mimics long-distance airline routes—treating the Great Plains and the Rocky Mountain region as “flyover states.” However, the Greater Northwest Working Group understands something about passenger rail service that Amtrak has apparently forgotten. Passenger rail has multiple service capabilities that airlines cannot match. A single rail line—such as the Empire Builder does now—can simultaneously serve local, regional, and long-distance travel needs. The same train that safely transports passengers from Chicago to Seattle or from Salt Lake City to Portland can *simultaneously* carry local passengers to work, medical providers, or social events.

In 2008, Congress directed Amtrak to review several routes across the Greater Northwest as part of the Railroad Safety Enhancement Act of 2008 ([P.L. 110-432](#)). This included a review of the possible restoration of the Pioneer Line—the only intercity rail servicing Eastern Oregon, Southern Idaho and Northern Utah, and of the North Coast Hiawatha Line that had served much of the populated portion of Montana, and provided the only intercity rail service in southern North Dakota. In its study, Amtrak concluded, “[r]estoration of the Pioneer would enhance Amtrak's route network and produce public benefits.” At the time, now-Senate Finance Chairman Ron Wyden (D-OR) [noted](#) that it was critical to bring “back a passenger rail line that should never have been closed in the first place.” The study also proposed restoring the *North Coast Hiawatha* to its 1979 route. Despite that, the Pioneer and Hiawatha Lines were not restored.

When President Biden announced the American Jobs Plan would direct \$80 billion to passenger rail, Greater Northwest area residents regained hope that they might once again have access to the same intercity rail service that connects metropolitan areas in other parts of the country. Unfortunately, this hope was dashed on March 31 when Amtrak released its proposed service changes, once again neglecting areas like the Greater Northwest, and instead directing the majority of funding to the Northeast Corridor.

The participants in the Greater Northwest Working Group urge correction of this oversight so that we can reconnect our communities to the rest of Amtrak’s network and the country. With President Biden’s emphasis on “sparking the second great railroad revolution,” we believe it would be a drastic mistake if the people of the Greater Northwest were left behind.

Proposed Actions

We propose several congressional actions to begin the process of restoring passenger rail service to the Greater Northwest and other parts of rural America.

1. Coordinate action by the bipartisan group in Congress representing the core of this region to work toward restoring passenger rail service to the Greater Northwest.
2. Formalize the Greater Northwest Passenger Rail Working Group by legislation in the 117th Congress that authorizes up to ten such working groups. Modeled after the congressionally established Gulf Coast Working Group, to be convened by the Secretary of Transportation, the group will be charged to study and develop service development plans for the Pioneer, North Coast Hiawatha, and other routes within the Greater Northwest region as determined by the Working Group. The goal of the working groups is to make the overall system more robust and resilient with enhanced national long-distance rail connectivity and greater economic and social wellbeing of rural America.
3. Allocate 25% of any congressionally authorized funding to restore and revitalize passenger rail service in the United States for rural long-distance routes through a combination of reinvestment in existing long-distance routes and expansion of the national rural long-distance network. The rural long-distance funding will include full funding for restoration of both the Pioneer and North Coast Hiawatha routes.
4. Pass the Interstate Rail Compacts Advancement Act of 2021, which authorizes the formation of up to ten Interstate Passenger Rail Compacts/Commissions, modeled after the Southern Rail Commission, to carry the Working Group studies forward to implementation. The interstate commissions would be formed voluntarily from states who make application to the Secretary of Transportation.

Passenger rail can generate a myriad of economic, social, public health and other benefits that other modes of transportation cannot hope to produce. It is time that these benefits—now enjoyed by urban citizens—be extended in full measure to rural America.

Greater Northwest Passenger Rail Endorsers:

*Big Sky Passenger Rail Authority City of Boise COMPASS All Aboard Washington
Utah Rail Passengers Association AORTA - Oregon All Aboard Minnesota
Transportation for America All Aboard Wisconsin Rail Passengers Association*

ARP21181 PV4

S.L.C.

AMENDMENT NO. _____ Calendar No. _____

Purpose: To modify a provision relating to an Amtrak daily long-distance study.

IN THE SENATE OF THE UNITED STATES—117th Cong., 1st Sess.

S. 2016

To authorize elements of the Department of Transportation, and for other purposes.

Referred to the Committee on _____ and ordered to be printed

Ordered to lie on the table and to be printed

AMENDMENT intended to be proposed by Mr. TESTER

Viz:

1 Strike section 2214 and insert the following:
2 **SEC. 2214. AMTRAK DAILY LONG-DISTANCE SERVICE**
3 **STUDY.**

4 (a) IN GENERAL.—The Secretary shall conduct a
5 study to evaluate the restoration of daily intercity rail pas-
6 senger service along—

7 (1) any Amtrak long-distance routes that, as of
8 the date of enactment of this Act, were discontinued;
9 and

10 (2) any Amtrak long-distance routes that, as of
11 the date of enactment of this Act, occur on a
12 nondaily basis.

1 (b) INCLUSIONS.—The study under subsection (a)
2 shall—

3 (1) evaluate all options for restoring or enhanc-
4 ing to daily-basis intercity rail passenger service
5 along each Amtrak route described in that sub-
6 section;

7 (2) select a preferred option for restoring or en-
8 hancing the service described in paragraph (1);

9 (3) develop a prioritized inventory of capital
10 projects and other actions that are required to re-
11 store or enhance the service described in paragraph
12 (1), including cost estimates for those projects and
13 actions;

14 (4) develop recommendations for methods by
15 which Amtrak could work with local communities
16 and organizations to develop activities and programs
17 to continuously improve public use of intercity pas-
18 senger rail service along each route; and

19 (5) identify Federal and non-Federal funding
20 sources required to restore or enhance the service
21 described in paragraph (1), including—

22 (A) increased Federal funding for Amtrak
23 based on applicable reductions or
24 discontinuations in service; and

1 (B) options for entering into public-private
2 partnerships to restore that service.

3 (c) OTHER FACTORS WHEN CONSIDERING EXPAN-
4 SIONS.—In evaluating intercity passenger rail routes
5 under this section, the Secretary may evaluate potential
6 new Amtrak long-distance routes, including with specific
7 attention provided to routes in service as of April 1971
8 but not continued by Amtrak, taking into consideration
9 whether those new routes would—

10 (1) link and serve large and small communities
11 as part of a regional rail network;

12 (2) advance the economic and social well-being
13 of rural areas of the United States;

14 (3) provide enhanced connectivity for the na-
15 tional long-distance passenger rail system; and

16 (4) reflect public engagement and local and re-
17 gional support for restored passenger rail service.

18 (d) CONSULTATION.—In conducting the study under
19 this section, the Secretary shall consult, through working
20 groups or other forums as the Secretary determines to be
21 appropriate, with—

22 (1) Amtrak;

23 (2) each State along a relevant route;

24 (3) regional transportation planning organiza-
25 tions and metropolitan planning organizations, mu-

1 municipalities, and communities along those relevant
2 routes, to be selected by the Secretary;

3 (4) host railroad carriers the tracks of which
4 may be used for a service described in subsection
5 (a);

6 (5) organizations representing onboard Amtrak
7 employees;

8 (6) nonprofit organizations representing Am-
9 trak passengers;

10 (7) relevant regional passenger rail authorities
11 and federally recognized Indian Tribes; and

12 (8) such other entities as the Secretary may se-
13 lect.

14 (e) REPORT.—Not later than 2 years after the date
15 of enactment of this Act, the Secretary shall submit to
16 the Committee on Commerce, Science, and Transportation
17 of the Senate and the Committee on Transportation and
18 Infrastructure of the House of Representatives a report
19 that includes—

20 (1) the preferred options selected under sub-
21 section (b)(2), including the reasons for selecting
22 each option;

23 (2) the information described in subsection
24 (b)(3);

1 (3) the funding sources identified pursuant to
2 subsection (b)(5);

3 (4) the estimated costs and public benefits of
4 restoring or enhancing intercity rail passenger trans-
5 portation in the region impacted for each relevant
6 Amtrak route; and

7 (5) any other information the Secretary deter-
8 mines to be appropriate.

9 (f) FUNDING.—There are authorized to be appro-
10 priated to the Secretary to conduct the study under this
11 section and to carry out the consultations required by sub-
12 section (d)—

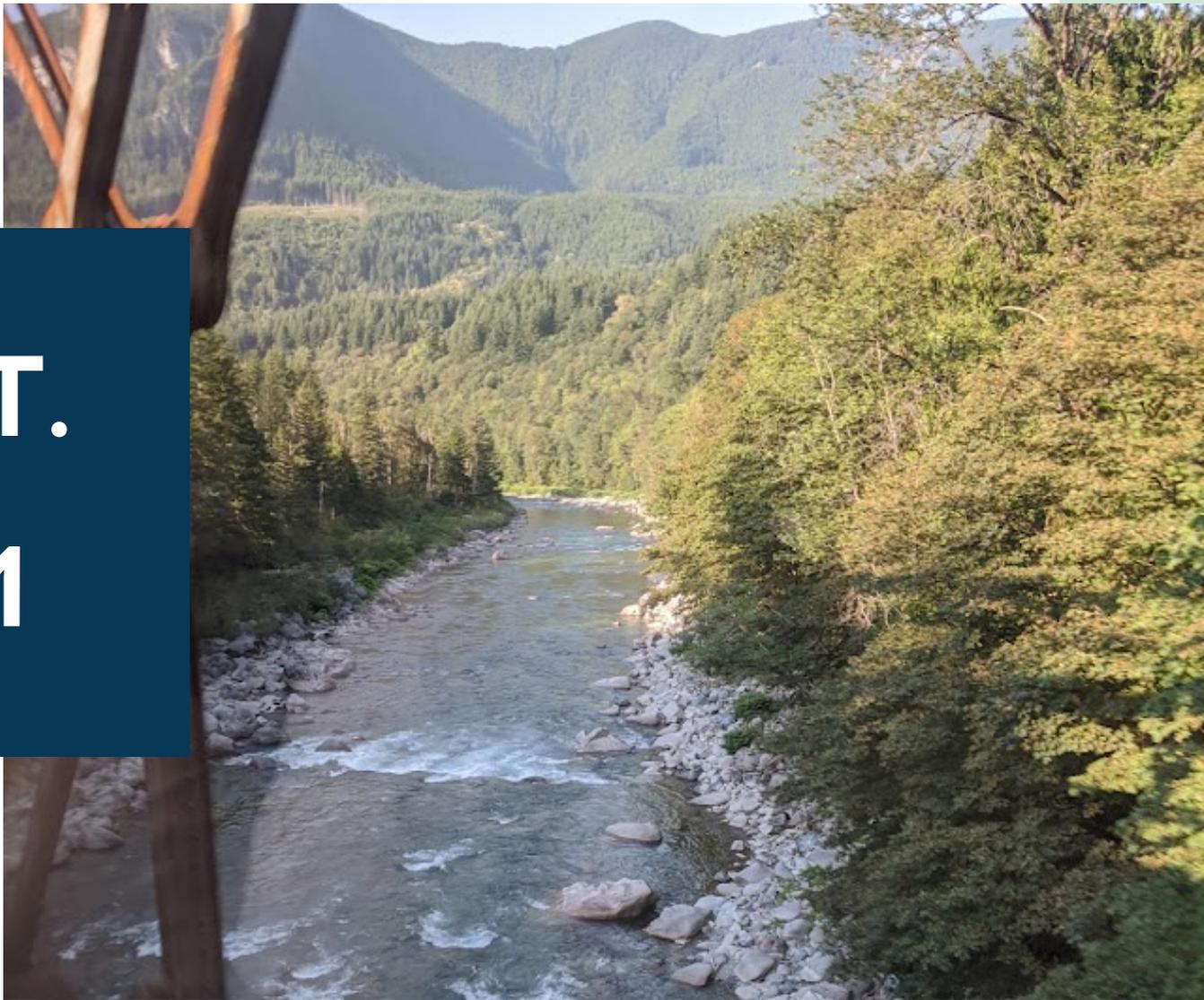
13 (1) \$7,500,000 for fiscal year 2022; and

14 (2) \$7,500,000 for fiscal year 2023.



RAIL PASSENGERS
ASSOCIATION

**NORTH COAST HIAWATHA RESTORATION:
A SOLID RETURN FOR
TAXPAYERS AND BUSINESS**



**SEPT.
30
2021**

**Rail Passengers Research Team:
Jim Mathews, RPA, Joseph Aiello, RPA, Sean Jeans-Gail, RPA,
Joshua Hirschfeld, RPA (volunteer), Sophia A. Cohen, Georgia
Tech (RPA intern)**

SUMMARY :

Rail Passengers assesses that restoring the North Coast Hiawatha as a daily Amtrak service would generate \$271 million each year in economic benefits to the seven states served while costing Amtrak roughly \$68 million per year to operate – a cost offset 66% by collection of \$41 million each year in fares and other customer revenue. As many as 426,000 passengers can be expected to take this train each year once it reaches a steady state of operation, including perhaps as many as 29,000 new passengers who would not otherwise travel at all using any travel mode if the train did not exist.

Additional spending from riders in local economies comes as passengers board and alight in different places, opening their wallets along the way. Savings come mostly through diverting vehicle miles traveled to rail, which produces savings to municipalities in the form of reduced road construction and maintenance, savings to society as a whole in the form of lower deaths and pollution emissions, and savings to riders themselves who more often than not experience a lower overall trip cost by taking a train than they do by driving, flying or riding a bus once the total costs are taken into account.

In this *Rail Passengers* Research Note, at the request of the Big Sky Passenger Rail Authority the Rail Passengers Association re-examined a 2009 study, "North Coast Hiawatha Passenger Rail Study," prepared by Amtrak in response to congressional direction in Section 224 of the Passenger Rail Investment and Improvement Act of 2008. We also performed our own additional assessment of potential total benefits using models co-developed by the Association and the University of Southern Mississippi's Trent Lott Center, plus the commercially available IMPLAN economic-impact planning tool.

FINDINGS:

Rail Passengers assesses that operating a new North Coast Hiawatha service making 47 station stops in seven states could generate a **total economic benefit of \$270.6 million annually**. Benefits specific to the counties in which stations are located would aggregate to \$70.5 million annually, while benefits beyond the county borders throughout the rest of the state could reach \$200.2 million annually.

Our modeling suggests that of the total ridership, roughly 11% would represent travelers who would stay home and not spend any money in the absence of the service. That 11% induced ridership – roughly 29,000 – can be expected to generate an **additional increment of \$4.87 million** of new visitor spending every year.

Together, the seven states should expect to see **45.9 million vehicle-miles traveled**, or VMTs, removed from highways and secondary roads thanks to a combination of existing visitors and residents who will shift some of their driving to using the train and new visitors who would not travel to these locations using any travel mode if the train did not exist. Reducing VMTs can be expected to reduce costs imposed on municipalities and states for highway and road maintenance, reduce pollution and emissions, and reduce the number of deaths from motor-vehicle crashes.

In addition to the core assessment above, *Rail Passengers* reports the following key findings:

- The new train should boast higher ridership than many other existing services
- The new train should remove many millions of vehicle-miles traveled (VMTs) from the highways and secondary roads of the seven states served. Taking cars off the road will create benefits which conservatively total at least \$16.9 million each year
 - Most diverted trips will be from cars, with a small fraction diverting from buses
 - An additional 58,000 trips each year will come from induced demand, i.e., trips that would not otherwise have been taken
- In addition, by supporting an ecosystem of establishments and suppliers that would generate \$154.7 million per year, the new service should produce an additional 11% gain in induced new travelers, injecting \$5 million worth of new visitor-related revenue each year into the economies of the seven states served
- Annual tax receipts from all sources can be expected to rise by \$3.5 million

Results from the IMPLAN model show that visitor spending on Lodging, Restaurants, Entertainment, Shopping and Local Transportation, combined with the stimulus effects of savings from reduced VMTs and spending on the rail operation itself, can be expected to support an additional **Labor Income increment of \$44.1 million and Value-Added effects** – i.e., incremental contribution to Gross Domestic Product from industry-to-industry transactions – **of \$88.2 million annually.**

Rail Passengers also examined Amtrak's 2009 assessments of five-year capital investments in each of the seven states that would be served but did not include any economic effects from that spending in its assessment of economic benefits from the new service. A future study thoroughly updating the capital spending plan could be used to calculate additional benefits to the states' economies during the 5–10-year period during which capital investments would be made in building or upgrading stations and improving rights-of-way, tracks and signaling. These benefits would include labor income and value-added effects from construction spending, business-to-business purchases of materials and components. Adjusting for inflation, Amtrak's 2009 estimate of capital spending would come to \$795 million over a five-year period, mostly concentrated in track, rights-of-way, and signaling.

METHODS AND APPROACH:

For this assessment of the value of restored rail service, we calculated 602 variables for 49 counties in which Big Sky suggests stations would be located, across Washington, Idaho, Montana, North Dakota, Minnesota, Wisconsin, and Illinois.

We began by updating key assumptions from the Amtrak 2009 Performance Improvement Plan (PIP) restoration study¹, including examining Census Bureau data for population and income changes in the counties studied between 2009 and today². Significant population and income growth have taken place throughout the areas we studied, but especially in nine counties that would be served by this route: King, Kittitas, Benton, and Franklin counties in Washington state; Missoula, Broadwater, and Gallatin counties in Montana; and Stark and Cass counties in North Dakota. According to 2019 Census Bureau estimates, these communities grew by a net 441,032 residents since 2009.

Since 2016, *Rail Passengers* has been assessing and comparing ridership at every station stop in the Amtrak system to understand the differences in the ways that populations in rural counties use Amtrak's long-distance routes compared with more suburban or urban communities. The restored North Coast Hiawatha would have characteristics broadly similar to Amtrak's *Empire Builder*, *Texas Eagle* and *Sunset Limited* routes, and our previous station-by-station work allowed us to generalize about likely passenger behavior on the restored *North Coast* route. This work underpins our county-by-county ridership estimates, which consider whether the station stop is located in an urban, suburban or rural area, the size of the population, the degree of population growth recorded during the intervening decade since Amtrak published its 2009 study, the 2019 median income of the county in which the station is located, and the current average Amtrak fare for similar long-distance segments.

We then used our county-by-county ridership estimates to calculate the ways in which ridership increments in a given locality affected outcomes such as new visitor spending in various categories, the number of trips into and out of a locality, the percentage of trips taken in each travel mode (rail, car, bus or air), removed vehicle miles traveled (VMTs) and the savings associated with reduced VMTs in the form of pollution reductions, avoided fatalities and reduced per-mile road maintenance costs which are typically borne by the municipality. These calculations, in turn, are used to calculate additional business activity generated across industries. This two-step process is explained in more detail below.

1 NORTH COAST HIAWATHA STUDY 2009 - AMTRAK

2 U.S. CENSUS QUICKFACTS V2019 - [HTTPS://WWW.CENSUS.GOV/QUICKFACTS/FACT/TABLE/US/PST045219](https://www.census.gov/quickfacts/fact/table/us/pst045219)

How our Modeling Works:

Our proprietary *Rail Passengers* model uniquely assesses 47 variables, such as average bus operating revenues, passenger miles by car, emissions control costs per unit of CO₂, percentage of rail riders who are visitors versus residents, and so forth. Our model examines the way in which those variables interact with each other to produce different outcomes in the form of additional increments of spending or savings to consumers. The model's assessment produces outputs estimating the effects of ridership on things like visitor spending across different categories and the savings that riders can expect to pocket because of not driving or flying. The two core drivers of our model are ridership and mileage. Ridership figures drive the additional increments of spending, while mileage figures drive the savings produced. This is Step 1 of our economic-benefits modeling process, and it produces a useful accounting of direct benefits stemming from rail ridership all on its own. We then combine this work with an additional step to broaden our view of the benefits of rail.

In Step 2, we enter our model results/outputs into IMPLAN, a modeling tool widely used by universities, the Federal government, and economic-development agencies³. IMPLAN relies on Input-Output (I-O) analysis, which looks at inter-industry relationships within an economy. It captures all monetary market transactions between industries. By doing this, analysts can use the tool to study the effects of a change in one or several economic activities – say, introducing a passenger rail service -- on an entire economy. Uniquely among economic-study tools, IMPLAN also includes transactions between industries and institutions and between institutions themselves, giving a truly complete picture of all monetary market transactions taking place over a given time period.

Put more simply, after *Rail Passengers'* model identifies the spending that enters a particular economy from the rail service, the IMPLAN tool traces the flow of that money through other parts of the local economy and the extent to which those flows generate additional labor income, value-added benefits, and tax effects.

Notes and Limitations:

The purpose of this Research Note commissioned by the Big Sky Passenger Rail Authority was to assess the scale of economic benefits from restored passenger service, using a set of notional station stops supplied by Big Sky and updating ridership projections initially provided by Amtrak. This document is not a formal Operations Analysis, and our work did not consider a range of factors, such as, but not limited to:

- The final operating schedule of the service, which will affect whether the train is desirable or attractive to passengers
- Costs of required station improvements for each station based on an in-situ assessment of existing physical conditions or ADA compliance
- Costs for rolling stock and locomotives that might be used in the service
- An updated assessment of track conditions and signaling by operating company and territory, or
- Changes in operating conditions by proposed host railroads

For purposes of discussion, our team did a cursory update of Amtrak's estimated capital spending as outlined in the 2009 study. *Rail Passengers* believes a worthwhile next step would include re-examination and baselining of needed capital investments in light of changes to host railroad operations, physical and geographical changes in the relevant operating territories, and pending broad-based Federal investments in Amtrak rolling stock systemwide.

³ FOR MORE DETAILED EXPLANATIONS OF IMPLAN, VISIT [HTTPS://IMPLAN.COM/APPLICATION/](https://implan.com/application/)

RIDERSHIP PROJECTIONS

As noted earlier, significant population and income growth have taken place throughout the areas we assessed, but especially in nine counties that would be served: King, Kittitas, Benton, and Franklin counties in Washington state; Missoula, Broadwater, and Gallatin counties in Montana; and Stark and Cass counties in North Dakota. According to 2019 Census Bureau estimates, **these communities grew by a net 441,032 residents since 2009.**

Rail Passengers own ridership analysis assesses that annual ridership on a potential new North Coast Hiawatha service should reach in the range of **426,000 riders**, based on the mix of urban, suburban, and rural counties which would be served by this route. Our present estimate is 19% higher than Amtrak estimated 12 years ago, and 13% higher than if Amtrak had restored service in 2009 and ridership on that service grew in line with growth elsewhere on Amtrak's long-distance National Network.

Rail Passengers' previous work suggests that there is a stronger relationship between the population size of the county and the share of ridership than there is between median income for a county and its ridership. Since 2016, our work examining ridership across all Amtrak-served origin/destination points shows that rural and lightly populated areas are outsized users of passenger rail service, often producing annual trip numbers that are multiples of the catchment area's population rather than fractions.

PASSENGER SPENDING

New, incremental visitor spending brought to each served community because of the new train service was assessed at **\$4.86 million annually**. It is important to note that this is not all the spending captured in our modeling work, but simply the value of new spending. There are more effects from a broader view of visitor spending captured elsewhere in the model, particularly in the IMPLAN Labor Income, Value-Added and Output values. Some visitors would still make the trip, but might drive, or take a bus or drive. Our model captures them as well. But the Visitor Spending figure reported here calculates the value of visitors who would not travel at all in the absence of rail service.

The calculation underlying the percentage we apply to arrive at this figure was developed in 2017 through extensive research and literature review:

of passengers disembarking X fraction of passengers assumed to be nonresident X fraction of "induced" passengers (i.e., passengers who only took the trip because the train route exists) X lodging/restaurant/entertainment/shopping/local transportation spending per person reported by tourist bureaus in each state.

Annual Induced New State Visitor Spending From North Coast Hiawatha Service						
State	Lodging	Restaurants	Entertainment	Shopping	Local Transportation	Total New Spending
Washington	\$ 357,003	\$ 386,753	\$ 208,252	\$ 252,877	\$ 282,627	\$ 1,487,513
Idaho	\$ 26,644	\$ 17,283	\$ 7,201	\$ 10,802	\$ 10,082	\$ 72,011
Montana	\$ 86,140	\$ 152,357	\$ 98,528	\$ 64,605	\$ 152,357	\$ 553,987
North Dakota	\$ 65,743	\$ 120,197	\$ 51,220	\$ 87,124	\$ 73,809	\$ 398,093
Minnesota	\$ 143,667	\$ 246,286	\$ 256,560	\$ 256,560	\$ 123,143	\$ 1,026,217
Wisconsin	\$ 267,672	\$ 257,758	\$ 138,793	\$ 198,275	\$ 128,879	\$ 991,376
Illinois	\$ 104,426	\$ 74,743	\$ 27,121	\$ 34,595	\$ 88,837	\$ 329,722
TOTAL	\$ 1,051,295	\$ 1,255,377	\$ 787,675	\$ 904,839	\$ 859,734	\$ 4,858,920

Source: Rail Passengers Railway Benefits Calculator, IMPLAN Economic Modeling Tool

RIDERSHIP PROJECTIONS TABLE:

County Name	Station(s)	Population	10-Yr Census Change	Estimated Riders
King (WA)	Seattle, Auburn	2,252,782	16.6%	30,406
Kittitas (WA)	Cle Elum, Ellensburg	47,935	17.2%	9,709
Yakima (WA)	Yakima, Toppenish	250,873	3.1%	13,852
Benton (WA)	Prosser	204,390	16.7%	11,285
Franklin (WA)	Pasco, Connell	95,222	21.8%	19,288
Adams (WA)	Ritzville	20,220	-3.1%	4,096
Spokane (WA)	Cheney, Spokane	522,798	10.9%	7,056
Bonner (ID)	Sandpoint	45,739	11.9%	9,265
Sanders (MT)	Thompson Falls, Plains	12,113	6.1%	2,454
Lake (MT)	Arlee	30,458	5.9%	6,169
Missoula (MT)	Missoula	119,600	9.4%	6,604
Granite (MT)	Drummond	3,379	9.9%	684
Lewis and Clark (MT)	Helena	69,432	9.5%	14,064
Broadwater (MT)	Townsend	6,237	11.2%	1,263
Gallatin (MT)	Bozeman	114,434	27.8%	6,318
Park (MT)	Livingston	16,606	6.2%	3,364
Sweetgrass (MT)	Big Timber	3,737	2.4%	757
Stillwater (MT)	Columbus	9,642	6.0%	1,953
Yellowstone (MT)	Billings	161,300	9.0%	8,906
Treasure (MT)	Hysham	696	-3.1%	141
Rosebud (MT)	Forsyth	8,937	-3.2%	1,810
Custer (MT)	Miles City	11,402	-2.5%	2,310
Prairie (MT)	Terry	1,077	-8.7%	218
Dawson (MT)	Glendive	8,613	-3.9%	1,745
Wibaux (MT)	Wibaux	969	-4.7%	196
Billings (ND)	Medora	928	18.4%	188
Stark (ND)	Dickinson	31,489	30.1%	6,378
Burleigh (ND)	Mandan/Bismarck	95,626	17.6%	19,369
Stutsman (ND)	Jamestown	20,704	-1.9%	4,194
Barnes (ND)	Valley City	10,415	-5.9%	2,110
Cass (ND)	Fargo	181,923	21.5%	10,045
Becker (MN)	Detroit Lakes	34,423	5.9%	6,973
Wadena (MN)	Staples	13,682	-1.2%	2,771
Sherburne (MN)	St. Cloud	97,238	9.9%	19,696
Ramsey (MN)	St. Paul Minneapolis	550,321	8.2%	30,386
Goodhue (MN)	Red Wing	46,340	0.3%	9,386
Winona (MN)	Winona	50,484	-1.9%	10,226
La Crosse (WI)	La Crosse	118,016	2.0%	6,516
Monroe (WI)	Tomah	46,253	3.5%	9,369
Juneau (WI)	Wisconsin Dells	26,687	0.1%	5,406
Columbia (WI)	Columbus, Portage	57,532	1.2%	11,653
Milwaukee (WI)	Milwaukee	945,726	-0.2%	38,293
Cook (IL)	Glenview, Chicago	5,150,233	-0.9%	69,513
Rail Passengers' Estimated Ridership				426,384

Population in Served Counties: 11,496,611

Source: Rail Passengers Modeling

ENVIRONMENTAL BENEFITS

Trains are inherently energy efficient. In the United States, the Oak Ridge National Laboratory reports in Edition 39 of the Transportation Energy Data Book that as of 2018 Amtrak consumed 1,535 Btus per passenger mile, compared with 2,840 Btus per passenger mile for personal automobiles ⁴. Thus, every reduction in vehicle-miles traveled helps to reduce the energy intensity of passengers' travels.

A 2007 study for the American Bus Association – “Comparison of Energy Use & CO2 Emissions From Different Transportation Modes” – found CO2 levels generated by trains, air travel, cars, and buses were estimated to be 177 grams per passenger mile, 243 grams per passenger mile, 371 grams per passenger mile, and 299 grams per passenger mile, respectively ⁵. Once again, every VMT saved translates into less pollution emitted.

Rail Passengers' calculation of the economic value of these reductions is extremely conservative, however, and is based on work by the Victoria Transport Policy Institute (“Transportation Cost and Benefit Analysis II – Air Pollution Cost”). **The Institute notes that CO2 Emissions are very difficult to price, given varying climate forecasts and future discounting behavior**. Per tonne, studies have estimated that CO2 Emissions have an impact from \$17 to \$917. VTPI settled on a control cost in 2007 for CO2 used a default value of \$35 per tonne emitted, which it used in its most recent work on the subject in 2018 ⁶. This is the figure Rail Passengers used in its modeling.

With this calculation, it is estimated that passengers aboard the new train would save the seven states at least **\$336,585 each year**. A more robust model to price emissions' true costs would likely result in a higher savings number.

OVERALL BENEFITS FROM DIRECT OPERATIONS

Annual Estimated Economic Benefits of North Coast Hiawatha Service

Presented below are the aggregate results of all the calculations and formula results from both the *Rail Passengers* model and the IMPLAN model's calculations of additional benefits in the form of Labor Income, Value-Added and total economic Output.

Results at the county level for counties in which station stops will be located are driven primarily by ridership at these stations. Results at a state-wide level are primarily driven by induced state-level spending not captured at the station level.

As noted earlier, *Rail Passengers* did not include the benefits of a projected five- to seven-year capital investment program that will be required to improve railbeds and signals, construct new tracks and sidings, and bring stations into compliance with Americans with Disabilities Act (ADA) access standards.

NOTE: The “Output” column includes amounts from the Labor Income and Value-Added columns, but also includes other inputs. Output cannot be viewed as the sum of Labor Income and Value-Added.

4 TRANSPORTATION ENERGY DATA BOOK: EDITION 39, TABLE 2.13 PASSENGER TRAVEL AND ENERGY USE, 2018 - [HTTPS://TEDB.ORNL.GOV/WPCONTENT/UPLOADS/2021/02/TEDB_ED_39.PDF#PAGE=63](https://tedb.ornl.gov/wpcontent/uploads/2021/02/TEDB_ED_39.PDF#PAGE=63)

5 M. B. & ASSOCIATES, "COMPARISON OF ENERGY USE & CO2 EMISSIONS FROM DIFFERENT TRANSPORTATION MODES," AMERICAN BUS ASSOCIATION, 2007

6 TODD LITMAN "TRANSPORTATION COST AND BENEFIT ANALYSIS II – AIR POLLUTION COSTS," VICTORIA TRANSPORT POLICY INSTITUTE, 2018.

ANNUAL ESTIMATED ECONOMIC BENEFITS OF NORTH COAST HIAWATHA SERVICE:

Annual Estimated Economic Benefits of North Coast Hiawatha Service											
County/State (Station)	Visitor Spending	Reduced Pollution	Reduced Fatalities	Avoided Crash Maintenance	Avoided Road Maintenance	Avoided Travel Costs (vs Other Modes)	Rail Operations & Maintenance Spending	Labor Income	Value Added	Output*	Total Economic Benefit
King WA (SEA and Auburn)	\$ 472,655	\$ 53,939	\$ 65,034	\$ 2,108,163	\$ 2,975,610	\$ -	\$ -	\$ 1,133,869	\$ 2,022,447	\$ 2,992,114	\$ 8,667,516
Kodjara WA (Cle Elum, Ellensburg)	\$ 150,924	\$ 14,118	\$ 20,766	\$ 673,162	\$ 950,148	\$ -	\$ -	\$ 189,199	\$ 392,903	\$ 665,110	\$ 2,474,228
Yakima WA (Yakima, Toppenish)	\$ 215,327	\$ 20,142	\$ 29,627	\$ 960,412	\$ 1,355,593	\$ -	\$ -	\$ 441,669	\$ 793,441	\$ 1,306,283	\$ 3,887,383
Benton WA (Prosser)	\$ 175,423	\$ 16,409	\$ 24,137	\$ 782,432	\$ 1,104,380	\$ -	\$ -	\$ 366,910	\$ 680,138	\$ 1,125,797	\$ 3,228,578
Franklin WA (Pasco, Connell)	\$ 299,828	\$ 28,046	\$ 41,254	\$ 1,337,310	\$ 1,887,574	\$ -	\$ -	\$ 457,886	\$ 870,771	\$ 1,418,493	\$ 5,012,505
Adams WA (Ritzville)	\$ 63,672	\$ 5,956	\$ 8,761	\$ 283,991	\$ 400,845	\$ -	\$ -	\$ 69,820	\$ 133,013	\$ 220,915	\$ 984,140
Spokane WA (Cheney, Spokane)	\$ 109,684	\$ 10,260	\$ 15,092	\$ 489,219	\$ 690,519	\$ -	\$ -	\$ 308,710	\$ 573,913	\$ 973,609	\$ 2,288,383
Bonner ID (Sandpoint)	\$ 72,011	\$ 1,897	\$ 2,791	\$ 90,476	\$ 139,425	\$ -	\$ -	\$ 51,847	\$ 99,481	\$ 190,754	\$ 497,354
Sanders MT (Thompson Falls, Plains)	\$ 23,059	\$ 2,126	\$ 3,127	\$ 101,368	\$ 147,954	\$ -	\$ -	\$ 30,856	\$ 53,743	\$ 113,725	\$ 391,360
Lake County MT (Afton)	\$ 57,968	\$ 5,344	\$ 7,861	\$ 254,825	\$ 371,935	\$ -	\$ -	\$ 96,227	\$ 166,105	\$ 333,448	\$ 1,031,380
Missoula MT (Missoula)	\$ 62,055	\$ 5,721	\$ 8,415	\$ 272,793	\$ 398,161	\$ -	\$ -	\$ 184,460	\$ 296,975	\$ 539,779	\$ 1,286,926
Granite County MT (Drummond)	\$ 6,427	\$ 593	\$ 872	\$ 28,254	\$ 41,239	\$ -	\$ -	\$ 5,432	\$ 11,936	\$ 26,146	\$ 103,531
Lewis and Clark MT (Helena)	\$ 132,154	\$ 12,184	\$ 17,921	\$ 580,946	\$ 847,932	\$ -	\$ -	\$ 326,920	\$ 533,654	\$ 1,002,087	\$ 2,593,224
Broadwater MT (Townsend)	\$ 11,868	\$ 1,094	\$ 1,609	\$ 52,171	\$ 76,147	\$ -	\$ -	\$ 12,015	\$ 22,774	\$ 46,880	\$ 189,770
Gallatin MT (Bozeman)	\$ 59,368	\$ 5,473	\$ 8,051	\$ 260,980	\$ 380,918	\$ -	\$ -	\$ 152,118	\$ 245,379	\$ 433,618	\$ 1,148,408
Park MT (Livingston)	\$ 31,610	\$ 2,914	\$ 4,287	\$ 138,958	\$ 202,819	\$ -	\$ -	\$ 47,611	\$ 82,254	\$ 150,592	\$ 531,179
Sweetgrass MT (Big Timber)	\$ 7,113	\$ 656	\$ 965	\$ 31,270	\$ 45,640	\$ -	\$ -	\$ 7,540	\$ 13,544	\$ 29,543	\$ 115,186
Stillwater MT (Columbus)	\$ 18,352	\$ 1,692	\$ 2,489	\$ 80,673	\$ 117,748	\$ -	\$ -	\$ 19,745	\$ 33,463	\$ 64,242	\$ 285,196
Yellowstone MT (Billings)	\$ 83,686	\$ 7,715	\$ 11,349	\$ 367,883	\$ 536,951	\$ -	\$ -	\$ 228,890	\$ 374,414	\$ 667,855	\$ 1,675,439
Treasure MT (Hysham)	\$ 1,325	\$ 122	\$ 180	\$ 5,824	\$ 8,501	\$ -	\$ -	\$ 895	\$ 1,879	\$ 3,751	\$ 19,704
Roosebud MT (Forsyth)	\$ 17,008	\$ 1,568	\$ 2,306	\$ 74,766	\$ 109,127	\$ -	\$ -	\$ 17,984	\$ 30,317	\$ 62,860	\$ 267,635
Custer MT (Miles City)	\$ 21,706	\$ 2,001	\$ 2,944	\$ 95,420	\$ 139,272	\$ -	\$ -	\$ 48,060	\$ 78,508	\$ 145,383	\$ 406,726
Prairie MT (Terry)	\$ 2,048	\$ 189	\$ 278	\$ 9,005	\$ 13,143	\$ -	\$ -	\$ 1,301	\$ 2,631	\$ 5,413	\$ 30,077
Dawson MT (Glendive)	\$ 16,397	\$ 1,512	\$ 2,224	\$ 72,081	\$ 105,208	\$ -	\$ -	\$ 28,068	\$ 49,424	\$ 92,107	\$ 289,528
Wilbax MT (Wilbax)	\$ 1,842	\$ 170	\$ 250	\$ 8,096	\$ 11,817	\$ -	\$ -	\$ 1,709	\$ 2,757	\$ 5,177	\$ 27,351
Billings ND (Medora)	\$ 1,770	\$ 161	\$ 237	\$ 7,692	\$ 11,656	\$ -	\$ -	\$ 1,409	\$ 2,719	\$ 4,976	\$ 26,493
Stark ND (Dickinson)	\$ 60,047	\$ 5,473	\$ 8,050	\$ 260,967	\$ 395,431	\$ -	\$ -	\$ 106,477	\$ 175,814	\$ 318,649	\$ 1,048,618
Burleigh ND (Mandan/Bismarck)	\$ 182,354	\$ 16,621	\$ 24,448	\$ 792,516	\$ 1,200,863	\$ -	\$ -	\$ 558,426	\$ 871,568	\$ 1,562,988	\$ 3,779,789
Stutsman ND (Jamestown)	\$ 39,485	\$ 3,599	\$ 5,294	\$ 171,605	\$ 260,025	\$ -	\$ -	\$ 77,649	\$ 135,056	\$ 259,001	\$ 739,009
Barnes ND (Valley City)	\$ 19,865	\$ 1,811	\$ 2,663	\$ 86,334	\$ 130,818	\$ -	\$ -	\$ 25,322	\$ 45,378	\$ 95,488	\$ 336,980
Cass ND (Fargo)	\$ 94,571	\$ 8,620	\$ 12,679	\$ 411,008	\$ 622,782	\$ -	\$ -	\$ 289,528	\$ 479,356	\$ 870,080	\$ 2,019,740
Becker MN (Detroit Lakes)	\$ 90,080	\$ 5,412	\$ 7,961	\$ 258,075	\$ 380,959	\$ -	\$ -	\$ 118,716	\$ 210,124	\$ 415,450	\$ 1,157,937
Wadena MN (Staples)	\$ 35,797	\$ 2,151	\$ 3,164	\$ 102,556	\$ 151,389	\$ -	\$ -	\$ 39,769	\$ 72,881	\$ 141,940	\$ 436,997
Sherburne MN (St. Cloud)	\$ 254,442	\$ 15,288	\$ 22,487	\$ 728,960	\$ 1,076,059	\$ -	\$ -	\$ 265,463	\$ 511,156	\$ 948,649	\$ 3,045,886
Ramsey MN (St. Paul/Minneapolis)	\$ 392,541	\$ 23,585	\$ 34,692	\$ 1,124,603	\$ 1,660,091	\$ -	\$ -	\$ 839,945	\$ 1,393,763	\$ 2,326,754	\$ 5,562,266
Goodhue MN (Red Wing)	\$ 121,253	\$ 7,285	\$ 10,716	\$ 347,381	\$ 512,789	\$ -	\$ -	\$ 157,133	\$ 268,939	\$ 494,984	\$ 1,494,409
Winona MN (Winona)	\$ 132,104	\$ 7,937	\$ 11,675	\$ 378,470	\$ 558,681	\$ -	\$ -	\$ 165,427	\$ 288,053	\$ 534,468	\$ 1,623,336
La Crosse WI (La Crosse)	\$ 90,681	\$ 3,136	\$ 4,613	\$ 149,532	\$ 219,570	\$ -	\$ -	\$ 116,273	\$ 198,232	\$ 346,032	\$ 813,563
Monroe WI (Tomah)	\$ 130,385	\$ 4,509	\$ 6,633	\$ 215,005	\$ 315,707	\$ -	\$ -	\$ 97,064	\$ 173,481	\$ 342,049	\$ 1,014,287
Juneau WI (Wisconsin Dells)	\$ 75,233	\$ 2,602	\$ 3,827	\$ 124,060	\$ 182,166	\$ -	\$ -	\$ 52,622	\$ 96,046	\$ 186,402	\$ 574,290
Columbia WI (Columbus, Portage)	\$ 162,170	\$ 5,608	\$ 8,249	\$ 267,419	\$ 392,671	\$ -	\$ -	\$ 147,199	\$ 247,742	\$ 461,036	\$ 1,297,155
Milwaukee WI (Milwaukee)	\$ 532,908	\$ 18,430	\$ 27,109	\$ 878,767	\$ 1,290,360	\$ -	\$ -	\$ 700,048	\$ 1,163,394	\$ 1,887,402	\$ 4,634,976
Cook IL (CHI)	\$ 336,983	\$ 12,243	\$ 18,009	\$ 583,782	\$ 871,073	\$ -	\$ -	\$ 617,431	\$ 1,050,270	\$ 1,634,869	\$ 3,456,959
Washington State-Wide	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,407,785	\$ 12,294,650	\$ 22,975,302	\$ 22,975,302	\$ 41,887,244	\$ 63,295,029
Idaho State-Wide	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,015,181	\$ 2,668,716	\$ 1,271,718	\$ 2,668,716	\$ 4,894,030	\$ 7,909,211
Montana State-Wide	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,754,215	\$ 5,389,275	\$ 12,220,448	\$ 12,220,448	\$ 21,465,099	\$ 34,219,314
North Dakota State-Wide	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,633,608	\$ 4,449,581	\$ 12,032,600	\$ 12,032,600	\$ 19,755,489	\$ 32,389,097
Minnesota State-Wide	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,427,536	\$ 6,335,585	\$ 12,602,997	\$ 12,602,997	\$ 22,063,380	\$ 33,490,916
Wisconsin State-Wide	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,085,675	\$ 3,875,861	\$ 7,544,062	\$ 7,544,062	\$ 13,360,159	\$ 20,445,834
Illinois State-Wide	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,593,056	\$ 1,890,671	\$ 3,203,427	\$ 3,203,427	\$ 5,815,252	\$ 8,408,308
TOTAL	\$ 4,866,181	\$ 346,311	\$ 495,094	\$ 16,049,211	\$ 23,291,697	\$ 70,917,056	\$ 44,112,981	\$ 89,216,388	\$ 154,687,552	\$ 270,653,102	

* - Includes Labor Income and Value Added values, but not a total

Source: Rail Passengers Railway Benefits Calculator, IMPLAN Economic Modeling Tool

ADDITIONAL RESULTS

Annual Tax Revenues Created by North Coast Hiawatha Service

Recall that our study protocols look not only at direct spending by visitors, but at the business-to-business transactions that are spurred on by the visitors' activities. All of these activities – from staying in a hotel to eating at a restaurant, visiting an entertainment venue, buying local goods or renting a car – support employees who in turn make purchases and pay sales taxes or property taxes, or cause retail outlets to buy additional goods, or induce supporting businesses to supply services to the hotels or restaurants or stores. Each of those transactions produces tax revenues at varying levels depending on the jurisdiction. The IMPLAN model captures those tax effects at the county level, which are presented in this table.

Annual Tax Revenues Created By North Coast Hiawatha Service						
State	Sub County General	Sub County Special Districts	County	State	Federal	Total Tax Revenue
Washington	\$ 95,970	\$ 108,837	\$ 63,395	\$ 439,867	\$ 670,222	\$ 1,378,290
Idaho	\$ 743	\$ 1,749	\$ 3,175	\$ 7,372	\$ 11,621	\$ 24,661
Montana	\$ 12,148	\$ 24,828	\$ 25,968	\$ 102,221	\$ 248,120	\$ 413,286
North Dakota	\$ 12,470	\$ 10,020	\$ 6,022	\$ 113,297	\$ 203,634	\$ 345,444
Minnesota	\$ 49,646	\$ 48,918	\$ 55,737	\$ 230,793	\$ 297,435	\$ 682,528
Wisconsin	\$ 38,295	\$ 52,809	\$ 29,675	\$ 116,213	\$ 212,234	\$ 449,226
Illinois	\$ 22,156	\$ 34,848	\$ 7,207	\$ 42,012	\$ 119,816	\$ 226,039
TOTAL	\$ 231,429	\$ 282,009	\$ 191,180	\$ 1,051,774	\$ 1,763,082	\$ 3,519,474

Source: Rail Passengers Railway Benefits Calculator, IMPLAN Economic Modeling Tool

Definitions, Explanations and Notes

Visitor Spending – captures additional spending in the local economy exclusively from the roughly 5% to 7% of annual ridership that would not be there but for the train service.

of passengers deboarding X fraction of passengers assumed to be nonresident X fraction of "induced" passengers (i.e., passengers who only took the trip because the train route exists) X lodging/restaurant/entertainment/shopping/local transportation spending per person reported by tourist bureaus in each state.

Road fatalities – an extremely conservative set of assumptions which uses 50% of the U.S. Dept of Labor's figure for statistical value of a life saved and examines only the subset of existing passenger miles shifted directly from car to rail

Road maintenance – derived from reductions in annual Vehicle Miles Traveled (VMTs) by non-resident passengers (i.e., assumes residents will likely drive to and from their preferred stations to use the train, so the rail service only reduces the VMTs imposed by non-residents).

Labor Income – All forms of Employment income, including Employee Compensation (wages, salaries, and benefits) and Proprietor Income.

Value-Added – The difference between an Industry's or establishment's total Output and the cost of its Intermediate Inputs; it is a measure of the contribution to GDP. Value Added is a large portion of Output, as it encompasses Labor Income (LI), Other Property Income (OPI), and Taxes on Production and Imports (TOPI).

Output – For all Industries, output equals the value of Industry production, which is equal to sales plus net inventory change, but details vary depending on industry sector. For wholesale and retail, Output is equal to gross wholesale margin or gross retail margin, respectively, not gross sales. In other words, the value of production for wholesale and retail sectors is the value of the services they provide and doesn't include the value of the items sold within their establishment. Output includes labor income and value-added, but also other intermediate inputs. Thus, in the tables we present, it's not accurate to add labor income and value-added to yield Output.

To: Policy Board Members
From: Cindy Gray, Executive Director
Date: November 12, 2021
Re: **December, 2021 Policy Board Meeting Date**

Metro COG's December meeting is very important due to the need to:

- prioritize projects that will be submitted to North Dakota Department of Transportation for funding (multiple solicitations),
- approve consultant selections for two projects that need to be started as early as possible in 2022, and
- approve year-end UPWP amendments to reflect changes in staff hours and other budgetary modifications.

In past years, Metro COG has run into conflicts and difficulty getting a quorum for the December Policy Board meetings. This is due to the rescheduling of the FM Diversion Authority Meetings from their usual meeting date on the fourth Thursday of the month to the third Thursday of the month to avoid the holidays. This year, at least four of our Policy Board members would be affected by that, including three from the City of Fargo (Commissioners Piepkorn and Strand and Mr. Schneider) and one from Moorhead (Councilman Hendrickson).

It appears that the same situation will occur again this year. The purpose of having the meeting date and time on the agenda as a discussion (or possible action) item is to determine if we should consider rescheduling the December Policy Board meeting to a different date or a different time on the same date. If Board members are confident that an alternate can be provided, we can leave the meeting date as is, but due to the importance of the items on the agenda – in particular the prioritization of project funding requests going to NDDOT – I wanted the Board to have the opportunity to consider rescheduling.

Requested Action: To be determined.