

**The 608th Policy Board Meeting**  
**Fargo-Moorhead Metropolitan Council of Governments**  
**THURSDAY, November 17 2022 – 4:00 p.m.**  
**Fargo, North Dakota**

**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 20, 2022 Board Meeting Action Item
  - d. Approve November 2022 Bills Action Item
2. Consent Agenda Action Item
  - a. October End of Month Report
  - b. Cass-Clay Food Commission Contract 2023
  - c. ATAC Addendum for 2023 Intersection Data Collection & Reporting
  - d. 2023 Health/Vision/Dental Insurance Contract with BCBSND
  - e. MnDOT 2023 Agreement
3. Regular Agenda
  - a. Public Comment Opportunity Public Input
  - b. Draft Transportation Improvement Program 2023-2026 Amendment Action Item  
Public Comment Opportunity
  - c. Transportation Alternatives 2024-2025 Project Selection Action Item
  - d. STBG Solicitation Release Discussion Item
  - e. 2050 Demographic Forecast Action Item
  - f. 2022 Metro Profile Action Item
4. Additional Business Information Item
5. Adjourn

REMINDER: The next Metro COG Policy Board Meeting will be held Thursday, December 15, 2022 at 4:00 pm  
Metro COG is encouraging citizens to provide their comments on agenda items via email to [leach@fmmetrocog.org](mailto: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\\_9VzfFU8kR6S-vc-M-9Owzw](https://us02web.zoom.us/webinar/register/WN_9VzfFU8kR6S-vc-M-9Owzw)

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.

**607th Policy Board Meeting  
Fargo-Moorhead Metropolitan Council of Governments  
Thursday, October 20, 2022 – 4:00 pm**

**Members Present:**

Amanda	George	West Fargo City Commission
John	Gunkelman	Fargo Planning Commission
Chuck	Hendrickson	Moorhead City Council
Jenna	Kahly	Clay County Commission (alternate for Mongeau)
Steve	Lindaas	Moorhead City Council
Chad	Olson	Dilworth City Council (alternate for Nash)
Dave	Piepkorn	Fargo City Commission
Arlette	Preston	Fargo City Commission
Mary	Scherling	Cass County Commission
Maranda	Tasa	Fargo Planning Commission
Jeff	Trudeau	Horace City Council
Bob	Walton	NDDOT – Fargo District (ex-officio)

**Members Absent:**

Matthew	Gilbertson	Moorhead City Council
Denise	Kolpack	Fargo City Commission
Jenny	Mongeau	Clay County Commission (alternate present)
Julie	Nash	Dilworth City Council (alternate present)
Brad	Olson	West Fargo City Commission
Rocky	Schneider	Fargo Planning Commission
John	Strand	Fargo City Commission
Shiloh	Wahl	MnDOT – District 4 (ex-officio)

**Others Present:**

Adam	Altenburg	Metro COG
Paul	Bervik	Metro COG
Jaron	Capps	Metro COG
Ari	Del Rosario	Metro COG
Dan	Farnsworth	Metro COG
Cindy	Gray	Metro COG
Savanna	Leach	Metro COG
Michael	Maddox	Metro COG

- 1a. MEETING CALLED TO ORDER, WELCOME, AND INTRODUCTIONS, convened**  
The meeting was called to order at 4:00 pm, on October 20, 2022 by Chair Piepkorn, noting a quorum was present. Introductions were made.
- 1b. Approve Order and Contents of Overall Agenda, approved**  
Chair Piepkorn asked for approval for the overall agenda.

**MOTION: Approve the contents of the Overall Agenda of the October 20, 2022 Policy Board Meeting.  
Mr. Lindaas moved, seconded by Mr. Gunkelman  
MOTION, passed  
Motion carried unanimously.**

**1c. Past Meeting Minutes, approved**

Chair Piepkorn asked for approval of the Minutes of the September 15, 2022 Meeting.

**MOTION: Approve the September 15, 2022 Policy Board Meeting Minutes.**

**Ms. Preston moved, seconded by Mr. Gunkelman**

**MOTION, passed**

**Motion carried unanimously.**

**1d. Monthly Bills, approved**

Chair Piepkorn asked for approval of the October 2022 Bills as listed on Attachment 1d.

**MOTION: Approve the October 2022 Bills List.**

**Ms. George moved, seconded by Mr. Hendrickson**

**MOTION, passed**

**Motion carried unanimously.**

**2. CONSENT AGENDA**

Chair Piepkorn asked for approval of Items a-b on the Consent Agenda.

a. September Month End Report

b. Metro COG 3<sup>rd</sup> Quarter Report

**MOTION: Approve Items a-b on the Consent Agenda.**

**Mr. Lindaas moved, seconded by Mr. Gunkelman**

**MOTION, passed**

**Motion carried unanimously.**

**3. REGULAR AGENDA**

**3a. Public Comment Opportunity**

No public comments were made or received.

**3b. Public Participation Plan Update**

Ms. Gray presented the draft update to the Metro COG Public Participation Plan - an MPO-required document. Metro COG's last update to the plan was finished in 2016. Overall, the effort was aimed at paring down the document and eliminating unnecessary material, and clarifying the timelines and extent of public notice requirements, requirements for public meetings, and the length of public review and comment periods.

Metro COG staff convened and went through each type of project to determine the extent to which we were comfortable with the stated public notice requirements, comment periods, and minimum level of public engagement. For most types of projects, the document reflects that individual project scopes of work may place greater public engagement requirements on specific projects, but at a minimum, the requirements stated in the PPP must be met. After Policy Board approval, Metro COG will be opening the federally

required 45-day comment period, initiated through the publication of a notice in The Forum, as well as through the additional means of providing notice used by Metro COG (email distribution, social media, website and press release).

**MOTION: Approve the initiation of the 45-day public comment and review period for the PPP update.**

**Mr. Lindaas moved, seconded by Ms. George**

**MOTION, passed**

**Motion carried unanimously.**

**3c. Transportation Management Area Transition Update; STBG and Carbon Reduction Program Solicitations for 2024-2027**

Ms. Gray provided an update on Metro COG's transition to a Transportation Management Area. Metro COG, NDDOT and MnDOT were notified by FHWA that the census bureau did not successfully complete the required steps to allow for designation of new Transportation Management Areas (TMAs) and new Metropolitan Planning Organizations (MPOs) by the end of Federal Fiscal Year 2022 (September 30, 2022). Therefore, the designations were unable to be made by FY23, which was October 1 of this year. The determinations are expected to be made sometime in the winter of 2022 or early spring of 2023. FHWA and FTA will not change their allocations and sub-allocations mid-way through the fiscal year, meaning the TMA designation will not take effect until October 1, 2023.

During discussion with the NDDOT regarding Metro COG's TIP, it was advised to prepare the TIP under the assumption we would be making the transition to a TMA. Since the transition will not occur, there is concern that this could potentially affect the STBG funded projects starting in 2023, including the projects chosen for the 2023 TA. One solution to this would be to request that NDDOT use Carbon Reduction Program funds to help fill out the funding needs for these 2023 TA projects.

Given this situation, Metro COG will hold off on STBG and Carbon Reduction Program solicitations for 2024-2027 projects to fill out these program years.

Chair Piepkorn asked if Metro COG can challenge the FHWA's ruling on the TMA transition. He suggested contacting Metro COG's attorney, John Shockley to see if this would be a favorable endeavor. Mr. Gunkelman asked if there will be a loss in funding, and how it will impact the agency. Ms. Gray said that there a lot of factors that go into the determination, a lot of which depend on population information. Mr. Maddox suggested waiting to see how the discussion with NDDOT regarding the transition goes, which is scheduled for October 31, 2022. Chair Piepkorn asked Ms. Gray to inform the Policy Board regarding the outcome of the discussion with NDDOT.

**3d. Solicitation for Accounting Services**

Ms. Gray presented the Solicitation for Accounting Services RFP. Metro COG's contract for accounting services, and the ability to extend that contract on a year-to-year basis, expires on December 31, 2022.

The solicitation has been structured such that proposals are due to Metro COG by noon on Friday, November 18, 2022.

**MOTION: Approve the solicitation for accounting services and authorize the Executive Director to solicit for accounting services.**

**Ms. Preston moved, seconded by Mr. Hendrickson**

**MOTION, passed**

**Motion carried unanimously.**

**3e. Solicitation for Auditing Services**

Ms. Gray presented the Solicitation for Auditing Services RFP. Metro COG's contract for accounting services, and the ability to extend that contract on a year-to-year basis, expires on December 31, 2022.

The solicitation has been structured such that proposals are due to Metro COG by noon on Friday, November 18, 2022.

**MOTION: Approve the draft solicitation and authorize the Executive Director to solicit for auditing services.**

**Mr. Gunkelman moved, seconded by Mr. Lindaas**

**MOTION, passed**

**Motion carried unanimously.**

**4. Additional Business**

Ms. Gray said that she did contact Metro COG attorney John Shockley regarding the legality of the board meeting virtually without a member present at the meeting location. Mr. Shockley said that there should be at least one voting board member physically present, in the event that a member of the public does attend the meeting.

**5. Adjourn**

The 607th Meeting of the FM Metro COG Policy Board held Thursday, October 20, 2022 was adjourned at 4:47 pm.

**THE NEXT FM METRO COG POLICY BOARD MEETING WILL BE HELD November 17, 2022, 4:00 P.M.**

Respectfully Submitted,

Savanna Leach  
Executive Assistant



**To:** Metro COG Policy Board  
**From:** Adam Altenburg, AICP  
**Date:** November 7, 2022  
**Re:** **Agreement for Services for Food Systems Planning and Implementation Efforts**

Since September 2014, Metro COG has assisted with coordination activities for the Cass Clay Food Commission, as well as miscellaneous food systems planning efforts as part of its programs and activities in the Unified Planning Work Program (UPWP). These activities have aided in implementing recommendations of the 2013 Metropolitan Food Systems Plan and raising awareness of the increasing relationships between MPOs and public health officials in areas such as urban agriculture, food access, and hunger awareness.

The continued scope of work for these activities includes providing technical assistance for the Cass Clay Food Commission, as well as general consultation and planning work as needed. Total direct and indirect costs shall not exceed \$6,000 and will be funded through a grant from the North Dakota Chronic Disease program.

This work effort is 100% grant funded and will not use federal planning or additional local funds.

**Requested Action: Approve the Agreement for Services with Fargo Cass Public Health and the City of Fargo for continued support of the Cass Clay Food Commission and additional food systems planning and implementation efforts.**



AGREEMENT FOR SERVICES



THIS AGREEMENT, effective the 1st day of October 2022, by and between Fargo Cass Public Health ("FCPH"); and Fargo-Moorhead Metropolitan Council of Governments (Independent Contracting Consultant).

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

- A. **Term of Agreement:** The parties entered into a written agreement for the period of October 1, 2022, through May 31, 2023.
- B. **Services to be provided by independent contractor:** Independent contractor will work closely with the Cass Clay Food Partners Steering Committee to implement and conduct the Cass Clay Food Commission meetings (minimum 4x/year) according to the Joint Powers Agreement guidelines; continue to provide guidance and administrative support for the Commission (keep minutes, compile, and send out agenda packets, arrange room and technology for meetings, etc.). Oversee the Metropolitan Food Systems Plan updates and network with local jurisdictions to incorporate food systems in city/county comprehensive and land development plans. Additional activities include education, resource development and collaboration, emergency planning (pandemic and food access related), community engagement and awareness. Coalition building and collaboration advisement on how to ensure residents have equitable access to safe, nutritious, and affordable foods.
- C. **Reimbursement:** The independent contracting consultant shall be reimbursed a maximum of \$6000 for services and will submit an invoice to Fargo Cass Public Health before May 31, 2023.
- D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. **Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish, or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

**Special Considerations:**

- A. It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee that shall not be deemed to be an employee of Fargo Cass Public Health for any other purpose.
- B. This service agreement shall be governed by the laws of the State of North Dakota. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.
- C. It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.
- D. Services including printing and other miscellaneous costs may be discussed and agreed to by the parties as needed.

In Witness thereof, this purchase of service agreement has been executed between the Consultant and Fargo Cass Public Health on the date-executed below.

Fargo Cass Public Health

FM Metropolitan Council of Governments

By \_\_\_\_\_  
Desi Fleming, Director of Public Health

By Cindy Gray  
Cindy Gray (Sep 19, 2022 11:46 CDT)  
Cindy Gray, Executive Director

Date \_\_\_\_\_

Date September 19, 2022

By \_\_\_\_\_  
Timothy, J. Mahoney, Mayor, City of Fargo

Date \_\_\_\_\_









# MetroCOG agreement HPP23

Final Audit Report

2022-09-19

Created:	2022-09-19
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACOUWWVILofyy-NM3VHmITpZ8NKpwTkl2

## "MetroCOG agreement HPP23" History

-  Document created by Lori Sall (lsall@FargoND.gov)  
2022-09-19 - 4:43:47 PM GMT
-  Document emailed to gray@fmmetroco.org for signature  
2022-09-19 - 4:44:01 PM GMT
-  Email viewed by gray@fmmetroco.org  
2022-09-19 - 4:45:05 PM GMT
-  Signer gray@fmmetroco.org entered name at signing as Cindy Gray  
2022-09-19 - 4:46:04 PM GMT
-  Document e-signed by Cindy Gray (gray@fmmetroco.org)  
Signature Date: 2022-09-19 - 4:46:05 PM GMT - Time Source: server
-  Agreement completed.  
2022-09-19 - 4:46:05 PM GMT





**To:** Transportation Technical Committee  
**From:** Cindy Gray, Executive Director  
**Date:** November 10, 2022  
**Re:** **Scope of Work and Addendum for 2023 ATAC Project – Intersection Data Collection and Reporting**

One of the projects included in the 2023 UPWP is a continuation of the Intersection Data Collection and Reporting project initiated by ATAC in 2019. The purpose of this project is to set up traffic signal equipment to collect turning movement counts at signalized intersections and, through the website maintained by ATAC, have continuous access to traffic volume data for any date or combination of dates or times desired.

The proposed scope of work is provided as **Attachment 1**, and the contract addendum is provided as **Attachment 2**. These documents have been provided in advance to the Cities of Fargo, West Fargo, and Moorhead and MnDOT for review and comment. At their November meeting, the Transportation Technical Committee recommended approval of the contract addendum with some minor edits discussed at the meeting.

**Requested Action:**  
**Approval of the ATAC contract addendum and scope of work for the Intersection Data Collection and Reporting project.**



To: Cindy Gray, FM Metro COG

From: Kshitij Sharma, UGPTI/ATAC

**Re: FM Metro COG Signalized Intersections Traffic Data Collection Phase II.**

Date: September 28, 2022

**Background/Purpose**

Upper Great Plains Transportation Institute's Advanced Traffic Analysis Center (ATAC) recently completed a pilot traffic data collection project for the regional transportation agencies supported by the Fargo Moorhead Metro Council of Governments (COG), the City of Fargo, City of Moorhead, City of West Fargo, NDDOT, and MnDOT. Under that project the necessary connections were established and 28 intersections were setup on UGPTI's Traffic Analysis Tool. The scope of this project is to expand traffic data collection efforts to no fewer than 42 more intersections.

Also, UGPTI has completed testing of API script to automate the data download from the VISION traffic detection cameras. Note that currently, VISION data download is a tedious, per-camera manual process that needs to be completed any time new traffic data is desired. UGPTI's API script is customizable and applicable to any regional intersection (including those from the pilot project).

**Project Tasks**

ATAC has outlined the tasks for this project per agency as follows:

**City of Fargo**

1. Setup no fewer than 20 of the agency's loop-based intersections for traffic data collection
  - a. Create in-field loop detectors to turning movement count equivalency table using existing configurations and layouts
2. Create script to import loop-based (.csv) raw data into the database for up to 29 loop-based intersections
3. Coordinate with City's detection technology vendor to automate data download process
4. Create API data download script for no fewer than 1 VISION based intersection setup during the previous project.

**City of West Fargo**

1. Setup no fewer than 13 of the agency's camera based intersections for traffic data collection
2. Create API data download script for no fewer than 26 VISION based intersections setup during current and the previous project

**Minnesota Department of Transportation (District 4)**

- 1. Setup 1 high volume loop based agency intersection for traffic data collection
  - a. Create in-field loop detectors to turning movement count equivalency table using existing configurations and layouts
- 2. Create script to import loop based high-resolution (.dat) data into the database for no fewer than 2 intersections.

**City of Moorhead**

- 1. UGPTI to procure and provide a COG-sponsored dedicated computer to automate traffic data download and transfer
- 2. Setup up no fewer than 8 of the agency’s intersections for traffic data collection.
- 3. The agency’s intersections are a mix of video and loop-based detection technology. The data format of both of these intersection types is yet to be determined and may change with the likely introduction of a centralized Advanced Traffic Management System (ATMS). Sample data from camera-based intersections will be imported into the database.
- 4. Create API data download script for no fewer than 2 VISION based intersections setup during current and the previous project

**Major Milestones and Deadlines**

The major milestones for this project and their deadlines are:

Milestone	Deadline
Kickoff	January 1, 2023
API agreements	January 15, 2023
API script setup	May 31, 2023
Intersection setup (up to 24 intersections)	December 31, 2023
Intersection setup (up to 42 intersections)	August 31, 2024
Re-training, final report & presentation	September 30, 2024

**Resources Required**

ATAC’s requirements per agency are listed below:

**City of Fargo**

- 1. Remote access to City of Fargo’s ATSPM/Traffic PC
- 2. Permission to access the City’s traffic signal cabinets
- 3. Necessary API agreement between City of Fargo and Econolite
- 4. Detector layout and other cabinet drawings including as-builts and signal/phasing
- 5. Assistance from City staff in scheduling traffic data downloads

**City of West Fargo**

- 1. Remote access to City of West Fargo’s virtual machine dedicated to Traffic Operations
- 2. Necessary API agreement between City of West Fargo and Econolite

**Minnesota Department of Transportation (District 4)**

- 1. Respective staff to download and transfer data to DOTSC server
- 2. Detector layout and other cabinet drawings including as-builts and signal phasing

**City of Moorhead**

1. Respective staff to download and transfer data to DOTSC server
2. Detector layout and other cabinet drawings including as-builts and signal phasing

### **Deliverables**

In addition to final report, presentation, and re-training on the use of Traffic Analysis website, the deliverables per agency in this project will consist of the following:

#### **City of Fargo**

1. Setup of no fewer than 20 signalized intersections for traffic data collection with analysis capabilities using the existing Traffic Analysis Tool website
2. Setup of script to import loop-based (.csv) raw data into the database for no fewer than 29 loop-based intersections
3. Setup of API script to download data for no fewer than 1 VISION based intersections

#### **City of West Fargo**

1. Setup of no fewer than 13 signalized intersections for traffic data collection with automated import and analysis capabilities using the existing Traffic Analysis Tool website
2. Setup of API script to download data from no fewer than 26 VISION based intersections setup during current and the previous project

#### **Minnesota Department of Transportation (District 4)**

1. Setup of no fewer than 1 signalized intersection for traffic data collection with automated import and analysis capabilities using the existing Traffic Analysis Tool website
2. Setup of automated script to import loop based high-resolution (.dat) data into the database for no fewer than 2 intersections.

#### **City of Moorhead**

1. Dedicated computer to automate traffic data download and transfer
2. Setup of no fewer than 8 signalized intersections for traffic data collection with automated import and analysis capabilities using the existing Traffic Analysis Tool website
3. Setup of automated script to import loop based high-resolution (.datZ) data into the database for corresponding intersections.
4. Setup of API script to download data from no fewer than 2 VISION based intersections setup during current and the previous project

## **North Dakota MPO Planning Support Program Master Agreement**

### ***Fargo Moorhead Metro COG Addendum to the Master Agreement***

Upon execution by the parties below, this Addendum and any attachments shall become attached to and incorporated into the 'North Dakota MPO Planning Support Program Master Agreement' between 'Fargo Moorhead Metro COG' and North Dakota State University.

1. *Project Title:* **FM Metro COG Signalized Intersections Traffic Data Collection Phase II**
2. *Effective Dates:* **January 1, 2023 through September 30, 2024**
3. *Statement of Work:* ATAC will setup no fewer than 42 regional signalized intersections for traffic data collection and setup API and import scripts for corresponding sites.
4. *Principal Investigator:* Kshitij Sharma
5. *Desired Deliverables:*

In addition to final report, presentation, and re-training on the use of Traffic Analysis website, the deliverables per agency in this project will consist of the following:

#### **City of Fargo**

1. Setup of no fewer than 20 signalized intersections for traffic data collection with analysis capabilities using the existing Traffic Analysis Tool website
2. Setup of script to import loop-based (.csv) raw data into the database for no fewer than 29 loop-based intersections
3. Setup of API script to download data for no fewer than 1 VISION based intersections

#### **City of West Fargo**

1. Setup of no fewer than 13 signalized intersections for traffic data collection with automated import and analysis capabilities using the existing Traffic Analysis Tool website
2. Setup of API script to download data from no fewer than 15 VISION based intersections setup during current and the previous project

#### **Minnesota Department of Transportation (District 4)**

1. Setup of no fewer than 1 signalized intersection for traffic data collection with automated import and analysis capabilities using the existing Traffic Analysis Tool website
2. Setup of automated script to import loop based high-resolution (.dat) data into the database for no fewer than 2 intersections.

#### **City of Moorhead**

1. Dedicated computer to automate traffic data download and transfer

2. Setup of no fewer than 8 signalized intersections for traffic data collection with automated import and analysis capabilities using the existing Traffic Analysis Tool website
3. Setup of automated script to import loop based high-resolution (.datZ) data into the database for corresponding intersections.
4. Setup of API script to download data from no fewer than 2 VISION based intersections setup during current and the previous project

6. *Contract Amount* : \$96,916.00

7. *SOURCE(S) of FUNDING*

- *Federal Source: \$*  

/	/	
<i>CFDA #</i>	<i>Federal Award Date</i>	<i>Federal Award Identification Number</i>
- *Federal Source: \$*  

/	/	
<i>CFDA #</i>	<i>Federal Award Date</i>	<i>Federal Award Identification Number</i>
- *State: \$*
- *Other: \$*

**AUTHORIZATION:**  
**Fargo Moorhead Metro COG**

**North Dakota State University**

Authorized	Signature
Name and Title	Date

Authorized	Signature
Name and Title	Date

**BUDGET:**

**ND MPO Planning Support Program 2021-2024  
Addendum : FM Metro COG Signalized Intersections  
Traffic Data Collection Phase II**

Cost Item	Amount
Staff Salaries	\$ 27,499
Benefits	\$ 11,275
Grad Student Salaries	\$ -
Undergrad Student Salaries	\$ 26,100
Benefits	\$ 1,305
Operating	\$ 1,500
Total direct costs	\$ 67,678
NDSU overhead (43.2%)	\$ 29,237
<b>Total project cost</b>	<b>\$ 96,916</b>



**To:** Policy Board  
**From:** Cindy Gray, Executive Director  
**Date:** November 10, 2022  
**Re:** **2023 Health, Dental and Vision Insurance Premiums**

## 2023 Premiums

Savanna and I met with our BCBS ND representative earlier this month, and learned that our 2023 premiums for health insurance coverage will increase by 6.9%. Some of the increase is due to everyone aging by a year, and some is due to insurance premium increases. Our health insurance premiums have remained very stable the past couple years, so some increase was expected.

The deductible for our plan, which is the BlueDirect Gold 100 3000, increases from \$2,700 to \$3,000 for a Single Plan, and from \$5,400 to \$6,000 for a Family Plan. Currently, Metro COG pays 50% of our staffs' deductible into our Health Savings Accounts (HSA).

Premiums for our dental and vision plans will remain the same.

## Budgetary Impacts

The increases in employer paid premiums and employer contributions to the HSA exceed the estimates used in the 2023 budget by approximately \$7,248. This is due to a combination of 1) an underestimate in the coverage needed for filling the Assistant Planner position, and 2) an underestimate of the likely increase in deductible amounts.

There are two solutions to this. I allowed for approximately \$221,220 in unprogrammed 2023 funds in anticipation of Minot potentially becoming an MPO and the resulting need to adjust our funding formula. Since that won't happen in 2023, we have the flexibility to program those funds, provided local match requirements can be met. In addition, there are two or three other places within the overhead budget where funds can be realigned. For example, my planned retirement at the end of April has the potential to reduce health insurance costs, but this is not a guarantee, since we cannot predict the age of the person or the number of dependents they will have. Other cost savings may result from my retirement as well.

Our 2023 overhead cost estimates could be adjusted to cut down on travel and training to cover a portion of the insurance costs as well, if necessary.

I have already been approached by two of our member jurisdictions about adding projects to the work program, so I have little doubt that the \$221,220 is likely to be programmed within a few months.

After discussing our other premium plans with our BCBS ND representative, reading about the increases that other insurance companies are implementing for 2023, and looking over our budget, I recommend we stay with our current plan. At their meeting

on November 7, 2022, the Executive Committee recommended that Metro COG proceed with coverage through BCBS ND under the same plans currently used.

**Recommended Action: Approve Metro COG's continuation of health, vision and dental insurance coverage through BCBS ND's BlueDirect Gold 100 3000 plan for health insurance, BlueDental Essential 50 1000 SG – Jan, and BlueVision Premium.**



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](http://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:
<b>What is the overall deductible?</b>	For <u>network providers</u> <b>\$3,000</b> individual / <b>\$6,000</b> parent and child / <b>\$6,000</b> parent and children / <b>\$6,000</b> two person / <b>\$6,000</b> family  For <u>out-of-network providers</u> <b>\$6,000</b> individual / <b>\$12,000</b> parent and child / <b>\$12,000</b> parent and children / <b>\$12,000</b> two person / <b>\$12,000</b> family	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 <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
<b>Are there services covered before you meet your deductible?</b>	Yes, <u>preventive care</u> .	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 <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
<b>Are there other deductibles for specific services?</b>	No.	You don't have to meet <u>deductibles</u> for specific services.
<b>What is the out-of-pocket limit for this plan?</b>	For <u>network providers</u> <b>\$3,000</b> individual / <b>\$6,000</b> parent and child / <b>\$6,000</b> parent and children / <b>\$6,000</b> two person / <b>\$6,000</b> family  For <u>out-of-network providers</u> <b>\$9,000</b> individual / <b>\$18,000</b> parent and child / <b>\$18,000</b> parent and children / <b>\$18,000</b> two person / <b>\$18,000</b> family	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> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
<b>What is not included in the out-of-pocket limit?</b>	<u>Premiums</u> , <u>balance-billed</u> charges and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .

<b>Will you pay less if you use a <u>network provider</u>?</b>	Yes. See <a href="http://www.bcbsnd.com/find-a-doctor">www.bcbsnd.com/find-a-doctor</a> 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.
<b>Do you need a <u>referral</u> to see a <u>specialist</u>?</b>	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)	
<b>If you visit a health care <u>provider's</u> office or clinic</b>	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.
<b>If you have a test</b>	<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)	
<b>If you need drugs to treat your illness or condition</b> More information about <b>prescription drug coverage</b> is available at <a href="http://www.bcbsnd.com/members/rx-tools">www.bcbsnd.com/members/rx-tools</a>	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>		
<b>If you have outpatient surgery</b>	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
<b>If you need immediate medical attention</b>	<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
<b>If you have a hospital stay</b>	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](http://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>	None
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](http://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](http://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](http://www.bcbsnd.com); the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://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](http://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** \$3,000
- **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>	\$2,990
<u>Copayments</u>	\$10
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
<b>The total Peg would pay is</b>	<b>\$3,020</b>

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

- **The plan's overall deductible** \$3,000
- **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
<b>The total Joe would pay is</b>	<b>\$1,400</b>

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

- **The plan's overall deductible** \$3,000
- **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>	\$2,800
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$2,800</b>

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](mailto: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 (टिडिवाइ: 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 jiiik'eh, éí ná hóló, kojí' hódíílnih 1-844-363-8457 (TTY: 1-800-366-6888 éí doodagó 711.)

**To:** Policy Board  
**From:** Cindy Gray, Executive Director  
**Date:** November 10, 2022  
**Re:** **2023 State Planning Grant Agreement – Minnesota**

The State of Minnesota provides funding to Minnesota MPOs for transportation planning purposes. Each year, we have a planning agreement with Minnesota, and we invoice MnDOT for ¼ of the funds each quarter. The amount provided by MnDOT for Metro COG is \$26,820.00. This is the same as the amount provided in recent years. Other MPOs receive different amounts, depending upon their population. Metro COG's amount is based on the population of our metro area within Minnesota. At this time, the data being used to make these calculations is outdated, and the State is in the process of updating the breakout of funds, so a change is likely for 2024.

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. We need to provide these updates to NDDOT as well, so the reports serve dual purpose.

The MnDOT funds and the 20 percent local match have been accounted for in Metro COG's 2023 UPWP. The attached agreement is consistent with those approved in recent years, and Metro COG recommends approval of the agreement and the attached Resolution.

**Recommended Action:** **Approve the State of Minnesota Grant Agreement for 2023 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**

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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**

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

- 1.1. **Effective Date.** This agreement will be effective on January 1, 2023, 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, 2023, 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: 7. Liability; 8. State Audits; 9. Government Data Practices; 10. Intellectual Property Rights; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. 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) 2023 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 2024 UPWP delineating the activities and expenditures of CY 2024 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.** 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.
  - 4.2. **Payment.**
    - 4.2.1. **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.
    - 4.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
    - 4.2.3. **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.
      - 4.2.3.1. 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.

- 4.2.3.1.1 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.
- 4.2.3.1.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
- 4.2.3.1.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

- 4.2.4. **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.
- 4.2.5. **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.
- 4.2.6. **Conditions of Payment.** 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.

## 5. Authorized Representatives

- 5.1. 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 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.
- 5.2. 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.

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

- 6.1. **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.
- 6.2. **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.
- 6.3. **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.
- 6.4. **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.
- 6.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

- 7. **Liability.** 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.

- 8. State Audits.** 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.
- 9. 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.
- 10. 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.

#### 10.1. Obligations.

- 10.1.1. **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.
- 10.1.2. **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.

- 11. Workers Compensation.** 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.
- 12. Publicity and Endorsement**
- 12.1. **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.
- 12.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.
- 12.3. **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."
- 13. Governing Law, Jurisdiction, and Venue.** 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.
- 14. Termination; Suspension**
- 14.1. **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.
- 14.2. **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.
- 14.3. **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:
- 14.3.1. It does not obtain funding from the Minnesota Legislature; or
- 14.3.2. 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.
- 14.4. **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.

- 15. Data Disclosure.** 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.
- 16. Fund Use Prohibited.** 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.
- 17. Discrimination Prohibited by Minnesota Statutes §181.59.** 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.
- 18. Limitation.** 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.
- 19. Telecommunications Certification.** 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.
- 20. Title VI/Non-discrimination Assurances.** 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](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.
- 21. Additional Provisions**  
[Intentionally left blank.]

**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	1051596
Contract Type / Program	State Metropolitan Planning Grant

<b>Project Description</b>	
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 2023**

**GRANTEE:** Fargo-Moorhead Council of Governments

Case Plaza Suite 232, 1 – 2<sup>nd</sup> 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
<b>Amount of Requested State Planning Funds:</b>			<b>\$6,705.00</b>

*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 #: 1051596	Fiscal Year:
Swift Contract ID #:	Purchase Order ID #:

**Fargo-Moorhead Metropolitan Council of Governments  
Resolution 2022-R007**

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 1051596, 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 17<sup>th</sup> day of November, 2022, as shown by the minutes of said meeting in my possession.

\_\_\_\_\_  
Policy Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date



**To:** Policy Board  
**From:** Paul Bervik, Assistant Transportation Planner  
**Date:** November 17, 2022  
**Re:** **2023-2026 Transportation Improvement Program (TIP) Amendment #1**

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) will hold a virtual public meeting via Zoom Video Communications on Thursday, November 17, 2022 at 4:00 p.m. to consider public comments regarding a proposed amendment to the 2023-2026 Transportation Improvement Program (TIP) for the FM Metropolitan Area. The proposed amendment to the 2023-2026 TIP reflects a modified federally funded project within the Metropolitan Planning Area (MPA).

A public notice was published in The Forum of Fargo-Moorhead on Wednesday, November 2, 2022, which advertised the public meeting, detailed how to request more information, and provided information on how to make public comment regarding the proposed amendment. The public notice advertised that public comments will be accepted until 12:00 p.m. (noon) on Thursday, November 17, 2022. As of the writing of this memo, no written comments have been received.

The proposed amendment to the 2023-2026 TIP is as follows:

1. **Modification of Project 3220008:** City of West Fargo construction of shared use path at Eaglewood and the Lights (2023). The project year shifted from 2024 to 2023 and the project cost increased by 51%.
2. **Modification of Project 4220003:** City of Fargo construction of a shared use path at Bison Village (2023). Total project cost and associated funding breakdown is being increased by 9.4% to match what was approved by the Policy Board in June of 2022.
3. **Modification of Project 5200003:** Moorhead Transit Operating Assistance. Total project cost decrease by 6.8%. Addition of Federal share. Decrease to state and local share. (2023)
4. **Modification of Project 5220032:** Moorhead Transit Paratransit Operating Assistance. Total project cost increase by 19.1%. Addition of Federal share. Decrease to state and local share. (2023)
5. **Modification of Project 8200011:** MNDOT rehabilitation of Minnesota 9. Project will consist of partial reconstruct, mill and overlay, shared use path, and ADA improvements. Total project cost and associated funding breakdown is being reduced by 7.9% to become consistent with the Minnesota State Transportation Improvement Plan (MN STIP).
6. **Modification of Project 8230002:** City of Moorhead preliminary engineering for new underpass under BNSF railroad in Moorhead (2023). The project description is being updated to match the Minnesota State Transportation Improvement Plan (MN STIP).

7. **Modification of Project 9191007:** NDDOT I-94 east-bound storm sewer and stormwater lift station (2023). Project changed years from 2024 to 2023.
8. **New Project 4231001:** City of Fargo reconstruction of the 12<sup>th</sup> Avenue North and 15<sup>th</sup> Avenue North Moorhead bridge over the Red River (2023).
9. **New Project 8231001:** MNDOT districtwide safety improvements (local HSIP) edgeline striping (2023).
10. **New Project 8231002:** MNDOT districtwide living snow fence installation (2023) (CRRSAA).
11. **New Project 9231001:** NDDOT rehabilitation of three structures along the Rose Coulee (2025). Deck overlay, bridge rail retrofit, approach slab repair, spall repairs, and erosion repair.
12. **New Project 9231002:** NDDOT rehabilitation of I-94 frontage road bridge 4 miles east of ND18 (2025). Deck overlay, bridge rail retrofit, approach slab repair, spall repairs, and erosion repair.
13. **New Project 9231003:** NDDOT statewide pavement marking (2023).
14. **New Project 9231004:** NDDOT signal revision in West Fargo at the intersection of 9<sup>th</sup> Street East/Veterans Boulevard and I-94 (2025).
15. **New Project 9231005:** NDDOT reconstruction of the Lynchburg interchange 3 miles west of ND18 (2025).
16. **New Project 9231006:** NDDOT rehabilitation chip seal of US-81 from Dakota Drive to I-29 (2023).

See **Attachment 1** for more detailed project information.

**Requested Action: Approve Amendment #1 of the Metro COG 2023-2026 Transportation Improvement Program (TIP).**

Lead Agency	Metro COG ID State Number	Project Year	Project Location	Length	Project Limits From To	Project Description	Improvement Type	Total Project Cost	Federal Revenue Source	Other Revenue Source	Revenue
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Amendment 1 - 2023-2026 Metro COG TIP

City of West Fargo	3220008 23247-8023	2023 <del>2024</del>	28th Ave W and 5th St W		9th St W (28th Ave) /Eaglewood Park (5th St)	5th St W (28th Ave)/WF Sport Arena-Lights @ Sheyenne (5th St)	Construction of a Shared Use Path	Bike/Ped	\$465,535 <del>\$308,000</del>	TA	Local	\$372,480 <del>\$249,000</del> \$93,107 <del>\$59,000</del>
City of Fargo	4220003 23238-8022	2023	Bison Village/10th St N	0.5	32nd Ave N	36t Ave N /37th Ave N	Construction of a Shared Use Path and Bike Facilities	Bike/Ped	\$360,000 <del>\$329,000</del>	TA	Local	\$288,000 <del>\$266,000</del> \$72,000 <del>\$63,000</del>
Moorhead Transit	5200003 TRF-0034-23E	2023	Transit				Sect 5307: City of Moorhead, Operating Assistance	Transit Operations	\$4,039,990 <del>\$3,392,810</del>	FTA 5307	State Bond Local	\$931,512 <del>\$0</del> \$2,192,480 <del>\$2,362,766</del> \$915,998 <del>\$591,044</del>
Moorhead Transit	5220032 TRF-0034-23F	2023	Transit				City of Moorhead, Paratransit Operating Assistance <del>***LFP*** Included for information and coordination only.</del>	Transit Operations	\$709,651 <del>\$761,705</del>	FTA 5307	State Bond Local	\$73,058 <del>\$0</del> \$530,145 <del>\$647,449</del> \$106,448 <del>\$114,256</del>
MNDOT	8200011 1409-25	2023	MN 9	2.1	Barnesville	I-94	On MN 9, In Barnesville to I-94, Reconstruct, Mill and Overlay, Multi-Use Trail, and ADA Improvements (Associated with project 2200033) (Includes SP#1408-13)	Rehabilitation	\$5,757,000 <del>\$6,257,000</del>	STBGP-R	State Bond Local	\$3,818,552 <del>\$4,218,552</del> \$954,638 <del>\$1,004,638</del> \$983,810 <del>\$1,033,810</del>
MNDOT	8230002 1401-177PE	2023	US 10 & 11th St		8th St	14th St	<del>**B2020**</del> : ON US 10, FROM 8TH STREET TO 14TH STREET, PRELIMINARY ENGINEERING NEW UNDERPASS UNDER BNSF RR IN MOORHEAD (ASSOCIATED TO 144-010-020) <del>**B2020**</del> : On US 10, From 8th Street to 14th Street, Right of Way to Construct New Underpass Under BNSF RR in Moorhead (Associated to 144-010-020)	Preliminary Engineering	\$1,500,000		State Bond	\$1,500,000
NDDOT	9191007 22628	2023 <del>2024</del>	I-94E	1.9	25th St Interchange	Red River	Lift Station, Storm Sewer	Rehabilitation	\$ 2,073,086.13	IM	State	\$1,865,700 \$207,300

Lead Agency	Metro COG ID State Number	Project Year	Project Location	Length	Project Limits From To		Project Description	Improvement Type	Total Project Cost	Federal Revenue Source	Other Revenue Source	Revenue
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Amendment 1 - 2023-2026 Metro COG TIP

The following are new projects.

City of Fargo	4231001	2023	Red River Bridge		12th Ave Fargo	15th Ave Moorhead	Bridge over the Red River connecting 12th Avenue North in Fargo, ND and 15th Avenue North in Moorhead, MN.	Reconstruction	\$1,500,000	RAISE Grant		\$1,500,000
MNDOT	8231001 088-070-073	2023	Various Locations				Districtwide safety improvements (local HSIP), Various Locations-edgeline striping	Safety	\$1,152,390	HSIP	Other	\$1,037,151 \$115,239
MNDOT	8231002 8824-210	2023	Various Locations				**CRRSAA***: Districtwide snow fence, various locations (Living snow fence)	Safety	\$700,000	CRRSAA		\$700,000
NDDOT	9231001 23773	2025	Structures along the Rose Coulee	0.023			VARIOUS STRUCUTRES: DECK OVERLAY,BR RAIL RETRO, APPR SLAB REP, SPALL REPAIRS (#s 0029-061.394R; 0029-061.394.L; 0029-061.417)	Rehabilitation	\$ 1,022,016.00	IM	State Local	\$919,814 \$102,202 \$0
NDDOT	9231002 23774	2025	I-94 frontage road bridge 4 miles east of ND 18				DECK OVERLAY,BR RAIL RETRO,APPR SLAB REP, SPALL REPAIRS,EROSION REPAIR (#0010-006.645)	Rehabilitation	\$ 293,368.75	SS	State Local	\$234,695 \$58,673.75 \$0
NDDOT	9231003 23799	2023					Statewide Pavement Marking	Safety	\$ 1,000,000.00	HES	State Local	\$800,000 \$200,000 \$0
NDDOT	9231004 23800	2025	West Fargo	Intersection	9th Street	Veterans Boulevard	WEST FARGO 9TH ST/VETERANS(4AV-40AV)	Safety	\$ 500,000.00	HEU	State Local	\$450,000 \$0 \$50,000
NDDOT	9231005 23808	2025	I-94 bidge repair at Lynchburg Interchange				3 WEST OF ND 18; STRUC REPLACE,APPR SLAB REP,GUARDRAIL	Reconstruction	\$ 5,200,000.00	IM	State Local	\$4,680,000 \$520,000 \$0
NDDOT	9231006 238444	2023	US-81	0.7581	Dakota Drive	I-29	Chip Seal Coat	Rehabilitation	\$ 100,000.00	NHU	State Local	\$90,000 \$5,000 \$5,000

**To:** Metro COG Policy Board  
**From:** Dan Farnsworth  
**Date:** November 10, 2022  
**Re:** **Transportation Alternatives 2024-2025 Project Selection**

The Transportation Alternatives (TA) program is a federally funded grant opportunity for projects that provide enhancements to alternative means of transportation such as bicycle/walking trails, safe routes to school projects, crosswalk improvements, and more.

This scoring/ranking process is part of Metro COG's new TA solicitation process on the North Dakota side of Metro COG's urbanized area for fiscal years (FYs) 2024 and 2025.

A total of seven applications were received by the October 31<sup>st</sup> deadline. At the November 9<sup>th</sup> Bicycle & Pedestrian Committee meeting, the applications were scored, ranked, and assigned TA funding accordingly. The scoring, ranking, and funding was then brought to the Transportation Technical Committee (TTC) on November 10<sup>th</sup> where the TTC recommended Policy Board approval.

Below is a description of each project as well as the score and recommended funding per project. For reference **attached** is the scoring matrix as well as the TA application funding table as vetted through the Bicycle & Pedestrian Committee and TTC.

### **City of Fargo – Connecting the Trails Path Project - Drain 27 Crossing at Timberline**

The City of Fargo is seeking funding to construct a shared use path and crossing over Drain 27 which would connect the Oakcreek neighborhood to the Timberline/Fox Run neighborhood. The project would connect the south end of the Milwaukee Trail to the trail network on the west side of Drain 27. By connecting the trails, a continuous trail system would be achieved in south Fargo. The crossing of Drain 27 would be a low-level culvert.

- Evaluation scoring: 35 points
- Funding:
  - Total construction cost: \$875,045
  - **Recommended TA funding (FY 2025): \$700,036 (80%)**
  - Local match: \$175,009 (20%)

### **City of Fargo – Red River Shared Use Path – Phase 2 – 35th Ave S to 40th Ave S**

The City of Fargo is seeking funding to construct a shared use path that will run along the Red River between 35th Ave S and 40th Ave S (0.79 miles in length). This project would be phase 2 of an overall path system running from Harwood Dr to 40th Ave S. Phase 1 (Harwood Dr. to 35th Ave S) of the of the project has been awarded funding for fiscal year (FY) 2023.

- Evaluation scoring: 40 points
- Funding:
  - Total construction cost: \$739,941
  - FY 2024

- **Recommended TA funding: \$352,649 (48%)**
- Local match: \$88,162
- FY 2025
  - **Recommended TA funding: \$144,134 (19%)**
  - Local match: \$36,033

### **City of Fargo – Red River Shared Use Path – VA to Park Lane**

The City of Fargo is seeking funding to construct a shared use path that would connect the Woodlawn neighborhood to the Woodcrest neighborhood with the path running along the Red River. The alignment of the path would begin on the south edge of the VA Hospital property (18th Ave N) and would run north behind the floodwall adjacent to the VA hospital and terminate at Park Lane. The project would be approximately 0.95 miles in length.

- Evaluation scoring: 30 points
- Funding:
  - Total construction cost: \$840,508
  - **Recommended TA funding: \$0**

### **City of Fargo – Drain 27 & Deer Creek Shared Use Path**

The City of Fargo is seeking funding to construct a shared use path that would connect the Deer Creek neighborhood with the existing path network north of 52nd Ave S. The alignment of the path would begin at 52nd Ave S and be constructed on a shelf following the alignment of Drain 27, and would connect to the existing path at 63rd St across from the Deer Creek Elementary School.

- Evaluation scoring: 30 points
- Funding:
  - Total construction cost: \$848,206
  - **Recommended TA funding: \$0**

### **City of Horace – County Rd 17 Shared Use Path Phase 4**

The City of Horace is seeking to construct a shared use path along the west side of County Rd 17 from 64th Ave S to 68th Ave S (approximately 0.3 miles in length). The path would terminate to the south at 68th Ave S at the existing Westwood Park. At this time the shared use path will terminate without an immediate connection. However, the City of Horace expects the parcel to the south to develop in the near future.

- Evaluation scoring: 20 points
- Funding:
  - Total construction cost: \$433,090
  - **Recommended TA funding: \$0**

### **City of Horace – County Rd 17 Shared Use Path Phase 5**

The City of Horace is seeking to construct a shared use path along the east side of County Rd 17 from the existing crosswalk directly north of the 3rd Ave N and CR 17 “T” intersection to 81st Ave S (approximately 0.45 miles in length). The path will provide pedestrian access from 81st Ave S to the existing crosswalk at 3rd Ave N, which leads to Horace Elementary School. In addition, this project will eliminate path that extends into

an active commercial parking lot and instead route users onto this proposed path along CR 17.

- Evaluation scoring: 35 points
- Funding:
  - Total construction cost: \$590,140
  - **Recommended TA funding (FY 2024): \$472,112 (80%)**
  - Local match: \$118,028 (20%)

**City of West Fargo – Sheyenne River Pedestrian Bridge**

The City of West Fargo is seeking to construct a connection between the eastern portion of West Fargo and the western portion of West Fargo, south of I-94. This connection would entail a bridge over the Sheyenne River as well as shared use paths connecting the bridge to the adjacent neighborhoods and path network. Approximately 0.45 miles of path would be installed.

- Evaluation scoring: 30 points
- Funding:
  - Total construction cost: \$761,450
  - **Recommended TA funding: \$0**

**Requested Action:**

**Policy Board approval of the TA project scoring, ranking, and associated funding as vetted through the Metropolitan Bicycle & Pedestrian Committee and Transportation Technical Committee (TTC).**

TA Project Evaluation - Urban (North Dakota)

2045 MTP Goal	TA Evaluation Criteria			Fargo - Drain 27 Crossing at Timberline		Fargo - Red River Trail 35th Ave S to 40th Ave S		Fargo - Red River Path near VA		Fargo - Drain 27, 52nd Ave S to Deer Creek		Horace - CR 17 Path Phase 4 (64th to 68th)		Horace - CR 17 Shared Use Path Phase 5		West Fargo - Sheyenne River Bridge	
	Question	Evaluation instructions	Points	Points	Notes	Points	Notes	Points	Notes	Points	Notes	Points	Notes	Points	Notes	Points	Notes
System Safety	Is the project located where a crash involving a motor vehicle and a bicyclist or pedestrian have occurred within the past 5 years?	Refer to most recent bicycle/pedestrian crash maps. Saved in TA folder.	10	0	No crash history in past 5 years	0	No crash history in past 5 years	0	No crash history in past 5 years	0	No crash history in past 5 years	0	No crash history in past 5 years	0	No crash history in past 5 years	0	No crash history in past 5 years
	Is the project located within 1/2 mile radius of a K-8 public school?	Measure from outermost perimeter of school building.	10	10	0.25 mi from Centennial Elementary	10	0.27 mi from Eagles Elementary	0	0.51 mi from Longfellow Elementary	10	0.07 mi from Deer Creek Elementary School	0	Further than 1/2 mi from K-8 school	10	0.05 mi from Horace Elementary School, 0.43 mi from Heritage Middle School	10	0.25 mi from Brooks Harbor Elementary School, 0.44 mi from Freedom Elementary School
Travel Efficiency and Reliability	Is the project within a 1/4 mile of existing commercial AND multi-dwelling residential (3-plexes or greater) land uses?	Per jurisdiction's zoning maps	10	0	No existing an multi-dwelling residential within 1/4 mi.	0	Project located within 1/4 mile of multi-dwelling residential but not commercial.	0	No existing an multi-dwelling residential within 1/4 mi.	0	Commercial nearby but no 3-plex or greater residential	0	No existing an multi-dwelling residential within 1/4 mi.	0	No existing an multi-dwelling residential within 1/4 mi.	0	Commercial nearby but no 3-plex or greater residential
	Is the project part of a multi-jurisdictional planning effort/initiative?	This criteria is designed to be a project partnership between two separate jurisdictions such as City of Fargo and City of Moorhead. This criteria is not intended to be for partnerships between a city or school district, city and park district, or the county sponsorship of <5,000 population jurisdiction projects.	5	0	Fargo project with possible Fargo Park component	0	Fargo project only	0	Fargo project only	0	Fargo project only	0	Horace/Cass Co. project only	0	Horace/Cass Co. project only	0	West Fargo project only
Walking and Bicycling	Is the project located in a zone which currently has low or moderate levels of walkability on the 2045 MTP's walkability index?	Refer to Figure 4.24 in the 2045 MTP Plan. Low and moderate shown in blue and yellow. If project is in two zones, chose the zone in which the majority of the project is located.	10	10	Per Figure 4.24 in the 2045 MTP Plan.	10	Per Figure 4.24 in the 2045 MTP Plan.	10	Per Figure 4.24 in the 2045 MTP Plan.	10	Per Figure 4.24 in the 2045 MTP Plan.	10	Per Figure 4.24 in the 2045 MTP Plan.	10	Per Figure 4.24 in the 2045 MTP Plan.	10	Per Figure 4.24 in the 2045 MTP Plan.
	Is the project consistent with recommendations of a completed corridor, comprehensive, or other planning study?	These would be studies or plans that would be approved by a governing body, and would ideally have obtained public input as part of the study or plan.	10	10	Similar connection shown in 2045 MTP.	10	Shown in 2016 FM Bike-Ped Plan and 2045 FM MTP	10	Shown in 2016 FM Bike-Ped Plan	10	Majority of project shown in 2016 FM Bike-Ped Plan	10	Shown in 2016 FM Bike-Ped Plan	10	Shown in 2016 FM Bike-Ped Plan	10	Shown in 2016 FM Bike-Ped Plan
	Is the project located in an area with high or medium levels of vehicle trip density?	High trip density = 50+ trips/acre Medium trip density 25 to 50 trips/acre Refer to maps developed for F-M area. Saved in TA folder. If project is in two zones, choose the zone in which the majority of the project is located.	High trip density: 10 points Med trip density: 5 points	5	More than half of project in medium vehicle density	10	Project located within medium trip density area (25 to 50 trips/acre)	5	More than half of project in medium vehicle density	0	Trip density lower than 25 trips/acre	0	Trip density lower than 25 trips/acre	0	Trip density lower than 25 trips/acre	0	Trip density lower than 25 trips/acre
	Does the project make a systematic effort to conserve natural resources	Per FHWA TA eligibility, this criteria would include: vegetation management, environmental mitigation related to stormwater, and habitat connectivity. Any of these items would need to be identified in the application/letter of intent in order to receive points.		3	Nothing noted in application	0	Nothing noted in application	0	Nothing noted in application	0	Nothing noted in application	0	Nothing noted in application	0	Nothing noted in application	0	Nothing noted in application
Economic Development and Transportation Decisions	Is the project within 1/4 mile of a MATBUS route corridor?	This is measured from any portion of the project.	5	0	No MATBUS route nearby	0	0.46 mi from nearest MATBUS Route	5	Western terminous of project within 0.09 mi of MATBUS Route	0	No MATBUS route nearby	0	No MATBUS route nearby	0	No MATBUS route nearby	0	No MATBUS route nearby
	Is the project located within one of Metro COG's environmental justice (EJ) areas?	Use latest Metro COG environmental justice map. Project is within or directly adjacent to EJ area	5	0	Outside of any EJ area.	0	Outside of any EJ area.	0	Outside of any EJ area.	0	Outside of any EJ area.	0	Outside of any EJ area.	5	Within EJ area.	0	Outside of any EJ area.
<b>Total Points</b>				<b>35</b>	<b>-</b>	<b>40</b>	<b>-</b>	<b>30</b>	<b>-</b>	<b>30</b>	<b>-</b>	<b>20</b>	<b>-</b>	<b>35</b>	<b>-</b>	<b>30</b>	<b>-</b>



FY 2024 Transportation Alternatives Funding Allocation - Metro COG Urbanized Area (North Dakota)											
2024 Metro COG TA sub-allocation (ND side):		\$ 824,761									
Jurisdiction	Project	Total project cost	Score	Requested				Proposed funding			
				Local match		Federal TA		Local match		Federal TA	
Fargo	Connecting the Trails - Drain 27 crossing	\$875,045	35	\$175,009	20%	\$700,036	80%	\$875,045	100%	\$0	0%
Fargo	Red River Path - Phase 2 - 35th to 40th Ave S	\$739,941	40	\$147,988	20%	\$591,953	80%	\$88,162	-	\$352,649	48%
Fargo	Red River Path - VA to Park Lane	\$840,508	30	\$168,102	20%	\$672,406	80%	\$840,508	100%	\$0	0%
Fargo	Drain 27 & Deer Creek Path	\$848,206	30	\$169,641	20%	\$678,565	80%	\$848,206	100%	\$0	0%
Horace	CR 17 Shared Use Path Phase 4	\$433,090	20	\$86,618	20%	\$346,472	80%	\$433,090	100%	\$0	0%
Horace	CR 17 Shared Use Path Phase 5	\$590,140	35	\$118,028	20%	\$472,112	80%	\$118,028	20%	\$472,112	80%
West Fargo	Sheyenne River Pedestrian Bridge	\$761,450	30	\$152,290	20%	\$609,160	80%	\$761,450	100%	\$0	0%
Total				\$4,070,704				\$824,761			
TA funds remaining		\$ -									

FY 2025 Transportation Alternatives Funding Allocation - Metro COG Urbanized Area (North Dakota)											
2025 Metro COG TA sub-allocation (ND side):		\$ 844,170									
Jurisdiction	Project	Total project cost	Score	Requested				Proposed funding			
				Local match		Federal TA		Local match		Federal TA	
Fargo	Connecting the Trails - Drain 27 crossing	\$875,045	35	\$175,009	20%	\$700,036	80%	\$175,009	20%	\$700,036	80%
Fargo	Red River Path - Phase 2 - 35th to 40th Ave S	\$739,941	40	\$147,988	20%	\$591,953	80%	\$36,033	-	\$144,134	19%
Fargo	Red River Path - VA to Park Lane	\$840,508	30	\$168,102	20%	\$672,406	80%	\$840,508	100%	\$0	0%
Fargo	Drain 27 & Deer Creek Path	\$848,206	30	\$169,641	20%	\$678,565	80%	\$848,206	100%	\$0	0%
Horace	CR 17 Shared Use Path Phase 4 (FY24 or 25)	\$433,090	20	\$86,618	20%	\$346,472	80%	\$433,090	100%	\$0	0%
Horace	CR 17 Shared Use Path Phase 5 (FY24 or 25)	\$590,140	35	\$118,028	20%	\$472,112	80%	\$590,140	100%	\$0	0%
West Fargo	Sheyenne River Pedestrian Bridge (FY24 or 25)	\$761,450	30	\$152,290	20%	\$609,160	80%	\$761,450	100%	\$0	0%
Total				\$4,070,704				\$844,170			
TA funds remaining		\$ -									



**To:** Policy Board  
**From:** Michael Maddox, AICP  
**Date:** November 10, 2022  
**Re:** **STBG Project Solicitations: FY2024-FY2027**

Metro COG is opening a solicitation for projects that intend to use Surface Transportation Block Grant (STBG) program funds. The agency will be accepting projects for federal fiscal years 2026 and 2027. FY2026 was not fully programmed at the development of the FY2023-2026 TIP cycle. There also may be some shifts in priorities given information in the TMA Status section later in this memorandum. Table 1 below lists the estimated funding available in each fiscal year.

**Table 1:** Funding Amounts Available by Year Included in the Solicitation

State	FY 2024	FY 2025	FY 2026	FY 2027
North Dakota	\$0	\$0	\$4,318,064	\$10,484,210
Minnesota				\$1,071,608

Metro COG has programmed its expected suballocation in fiscal years 2024 and 2025. Currently Metro COG is overprogrammed in FY2025 with the City of Fargo 36<sup>th</sup> Street at Rose Coulee project (\$307,534 federal) and the City of West Fargo 9<sup>th</sup> Street E project (\$9,600,000 federal).

**Attachment 1** to this memo is our inaugural STBG application form. We have sought out examples from other TMAs and have used those examples, combined with NDDOT's solicitation, to prepare the application. Over time, we will learn what works and what doesn't work, and will refine the form and the process. Further analysis and review will be needed to develop the prioritization process.

**TMA Status**

As was announced at the last TTC meeting, Metro COG will not become a Transportation Management Area (TMA) in FY2023 due to the final census urban area population data being unavailable. Metro COG and NDDOT have been discussing the ramifications of this delay.

NDDOT has confirmed with Metro COG that funding in FY2023 going toward the City of Fargo's 52<sup>nd</sup> Avenue South project will change as far as how the funding is being pulled together, but total amount of federal funding and the status of the project will not be affected. This consists of a total of \$9,000,000 in federal funds (\$5M FY2022 and \$4M FY2023). Instead of coming from our metro area's direct suballocation as a TMA, the \$4M in FY2023 funds will come from the STBG category referred to as Urban Roads, which for the MPO cities throughout the state, totals only \$8.4M. NDDOT does not anticipate our funding for our chosen Transportation Alternatives (TA) projects to be affected.

The 42<sup>nd</sup> Street/I-94 structure rehab project will get rescheduled due to a) the need for NDDOT to carry out further internal coordination and coordination with the City of Fargo regarding the project, and b) the TMA status impact. NDDOT has informed Metro COG that Phase 2 of 32<sup>nd</sup> Avenue South (Project #4210002: 25<sup>th</sup> to University) will lose approximately \$4.4M in federal FY2023 funding due to the delay in the TMA designation. In order to recoup federal funding on that project, the City of Fargo may elect to use Advance Construction (AC) to pull funding from FY2026 or FY2027 through this solicitation.

**Attachment 2** to this memorandum lists the projects that are currently funded in the 2023-2026 TIP. Metro COG is asking that each jurisdiction review this list and confirm each of your projects and the information associated with them. If priorities have shifted, it is important that Metro COG is made aware so that staff may resolicit for projects in those fiscal years.

**Recommended Action: None.**

# APPLICATION FOR FM METRO COG SURFACE TRANSPORTATION PROGRAM BLOCK GRANT (STBG) PROGRAM FUNDS

## **Instructions**

The Fargo-Moorhead Metropolitan Council of Government (Metro COG) is soliciting projects for use of its direct suballocation of Surface Transportation Block Grant (STBG) program funds annual for federal fiscal years (FFY) 2024-2027.

**Table 1:** Funding Amounts Available by Year Included in the Solicitation

State	FY 2024	FY 2025	FY 2026	FY 2027
North Dakota	\$0	\$0	\$4,318,064	\$10,484,210
Minnesota				\$1,071,608

Please complete the following form with all applicable information. This information will be used to assess and prioritize the project versus other project applications received by Metro COG. Completing all elements of this form thoroughly will help Metro COG staff to review projects and work with the TTC and Policy Board to prioritize projects.

## **Project Eligibility**

Projects eligible for STBG funding must be within the Metro COG Urbanized Area Boundary (UZA), be consistent with Metro Grow: 2045 FM Area Metropolitan Transportation Plan (MTP), and meet general eligibility requirements for use of federal aid dollars under Title 23 of the US Code.

## **Process**

After project applications are submitted to Metro COG, staff will review each application. This review will take eligibility, ability to fund, need, Title VI & EJ impacts, conformance with plans, and priority in the MTP as well as other factors into consideration. Staff will prepare a rough prioritization based upon these and other factors, and will consider various funding scenarios if multiple projects are able to be funded in a single fiscal year. This information will be presented to Metro COG's Transportation Technical Committee (TTC). The TTC will recommend a prioritized list of projects for funding to Metro COG's Policy Board. The Policy Board will then determine which projects are funded and how much funding will be allotted to each project in each of the fiscal years during which funding is available.

## **Schedule**

- |                   |  |
|-------------------|--|
| November 10, 2022 | • Begin project solicitation process   |
| January 12, 2023  | • End application process. Metro COG staff begin reviewing projects.   |
| February 9, 2023  | • The Transportation Technical Committee (TTC) reviews and prioritizes projects. TTC makes a funding recommendation to the Policy Board. |
| February 16, 2023 | • Policy Board reviews projects and awards funding.  |

After funding is awarded, Metro COG will begin working with each local jurisdiction to monitor and track project progress to ensure projects are able to stay on track for the year funded, or to ensure that we know, far enough in advance, about scheduling or cost issues that could affect project programming the timely obligation of federal funds.

**Step 1: Project Information**

**Project Summary:**

<b>Project Location:</b>				
Lead Jurisdiction:				
Project Contact:			Contact Phone:	
Contact Email Address:				
Project Limits:		From:		To:
Project Length:		Construction Year:		AC: <input type="checkbox"/> Y <input type="checkbox"/> N
Funding FY:	<input type="checkbox"/> FY2024	<input type="checkbox"/> FY2025	<input type="checkbox"/> FY2026	<input type="checkbox"/> FY2027
Funding Requested:				

**Work Activities:**

Please indicate which project phases will be federally funded (check all that apply).

- Planning
- Right-of-Way Acquisition
- Construction Engineering
- Construction

**Project Narrative:**

Below please describe the work being funded. Please go into detail about each element of the project including: proposed cross section, pavement type, lighting, traffic control, bicycle & pedestrian infrastructure, utility work, etc. Please try to include all relevant information.

**Project Map:**

Please provide a map detailing the limits of the project on aerial imagery. Include all details on the map that are relevant to the overall project.

- A project map has been included as an attachment to the application

**Project Classification:**

Given the project types below, please characterize the extent of the proposed project.

- Rehabilitation (mill & overlay, Concrete Crack Repair, etc)
- Bridge Repair
- Roadway Capacity Expansion
- Transit Capital Purchase
- Safety Improvement
- Intelligent Transportation Systems Deployment
- Reconstruction
- New Roadway
- Bicycle & Pedestrian
- Transit Bus Replacement
- Congestion Management

**Project Cost Estimate:**

Please detail the cost of the project based upon its individual elements. Please also indicate the amount of federal funds being requested for each element or amount of local funds that will used. Be as precise as possible in your estimation.

Activity	Federal STBG Requested	Local Funding Provided
ROW Acquisition		
Planning		
Utilities		
Construction Engineering		
Roadway Construction		
Bike/Ped Infrastructure		
Lighting		
Traffic Control		
Transit Capital Purchase		
Other: (Please Specify)		
<b>Total:</b>		

## **Step 2: Planning Conformance**

### **Plan Inclusion:**

Please indicate plans in which this project is listed (check all that apply).

- Metro COG Plans:

Metro Transportation Plan

Subarea Plan

Corridor Study

TIP

Bike/Ped Plan

Transit Development Plan

- Local Plans:

Comprehensive Plan

Corridor Study

- Other (please specify): \_\_\_\_\_

### **Project Need:**

Please describe the need for the project (utilize language from any applicable plan).

### **ADA Compliance:**

Will this project incorporate all necessary requirements of the American with Disabilities Act of 1990 as well as your local ADA Transition Plan?

Yes

No

Please describe ADA elements of this project (if applicable).



**Step 3: Signature**

To the best of my knowledge, information in this application is true and correct. I understand that determinations made by state and federal partners may limit the amount of federal eligibility. Based upon eligibility determinations or other factors, federal funding levels may change. Your local unit of government may then have to supplement funding for the project by local means. Furthermore, it is understood that the development and delivery of the project must align with the fiscal year in which funds are requested. If, for whatever reason, the project cannot be constructed according to that timeline, Metro COG reserves the right to revoke project funding authorization at which time it will seek to program those funds onto an alternate project.

I due hereby formally submit the aforementioned project to Metro COG for federal funding on this day \_\_\_\_ of \_\_\_\_\_(month), \_\_\_\_\_(year).

In Witness Thereof:

\_\_\_\_\_  
(Mayor)

Date: \_\_\_\_\_

\_\_\_\_\_  
(City Engineer)

Date: \_\_\_\_\_



Lead Agency	Metro COG ID	State #	Project Year	Project Location	Length	Project Limits From	Project Limits To	Project Description	Improvement Type	Total Project Cost	Federal Revenue Source	Federal Revenue	State Revenue	Local Revenue	Other Revenue Source	Other Revenue
<b>City of Fargo</b>																
City of Fargo	4200016.1	23036	2023	52nd Ave S		63rd St S	Sheyenne St	Reconstruction of 52nd Ave S (Associated with Project 1220035)	Reconstruction	\$6,123,152	STBGP-U	\$4,000,000	-	\$ 2,123,152.00		-
City of Fargo	4210002	22925	2023	32nd Ave S		25th St S	University Dr	Reconstruction of 32nd Ave S in Fargo	Reconstruction	\$7,148,459	STBGP-U	\$4,400,000	-	\$2,748,459		-
City of Fargo	4210002.1	22925	2024	32nd Ave S		25th St S	University Dr	Reconstruction of 32nd Ave S in Fargo - Linked to Metro COG ID: 4210002	Reconstruction	\$16,051,541	STBGP-U	\$9,880,000	-	\$6,171,541		-
City of Fargo	4210004	8112	2023	42nd St S & I-94 Grade Separation				Structure Rehabilitation	Rehabilitation	\$275,680	STBGP-U	\$223,108	-	\$52,572		-
City of Fargo	4220019		2025	36th St S		2.0 S of I-94 @ Rose Coulee		Deck Overlay, Rail Retrofit, Reset Approach Guardrail ***Pending***	Rehabilitation	\$380,000	STBGP-U	\$307,534	-	\$72,466		-
City of Fargo	4230001		2026	Broadway N		ND/MN Border Bridge @ Red River		Broadway Bridge Reconstruction	Reconstruction	\$7,500,000	STBGP-U	\$4,200,000	-	\$1,050,000	Clay County, Moorhead	\$2,250,000
City of Fargo	4230003		2026	40th Ave S		ND/MN Border Bridge @ Red River		Construction of 40th Ave S Bike Ped Bridge at Bluestem	Bike/Ped	\$4,000,000	STBGP-U	\$1,760,000	-	\$440,000	Clay County, Moorhead	\$1,800,000
<b>City of West Fargo</b>																
City of West Fargo	3220021		2025	9th St NE		Main Ave	12th Ave NE	Urbanization of 9th St NE (including urbanization of 7th Ave NE from 9th St NE to 45th St N)	Reconstruction	\$12,000,000	STBGP-U	\$9,600,000	-	\$2,400,000		-
<b>MnDOT</b>																
MnDOT	8210019	1401-177	2024	US 10 & 11th St		8th St	14th St	**B2020**INNO**: On US 10, From 8th Street to 14th Street, Construct New Underpass Under BNSF RR in Moorhead (Associated to 144-010-020)	Reconstruction	\$75,500,000	STBGP-U	\$8,642,000	\$1,358,000	\$500,000	State Bond	\$65,000,000
<b>City of Moorhead</b>																
City of Moorhead	5210018	144-010-020	2024	US 10 & 11th St		8th St	14th St	**AC**: Moorhead Underpass: On US 10, From 8th Street to 14th Street, Construct New Underpass Under BNSF RR in Moorhead (AC Payback in 2025, 2026)	Reconstruction	\$2,445,000	STBGP-U	\$263,000	-	\$2,182,000	-	-
City of Moorhead	5230010	144-010-020AC	2025	US 10 & 11th St		8th St	14th St	**AC**On US 10, From 8th Street to 14th Street, Construct New Underpass Under BNSF RR in Moorhead (11th St Underpass) (AC Payback 1 of 2)	New Construction	\$1,855,000	STBGP-U	\$1,855,000	-	-	-	-
City of Moorhead	5230011	144-010-020AC1	2026	US 10 & 11th St		8th St	14th St	**AC Payback**: Moorhead Underpass, AC Payback, 2 of 2	New Construction	\$700,000	STBGP-U	\$700,000	-	-	-	-
<b>Moorhead Transit</b>																
Moorhead Transit	5200005	TRS-0034-25A	2025	Transit				City of Moorhead, Purchase of one (1) Class 200 Gas Van and Related Equipment (Replaces Senior Ride Van Unit 5191)	Transit Capital	\$39,000	STBGP-U	\$31,200	\$3,900	\$3,900	-	-
Moorhead Transit	5200006	TRS-0034-25B	2025	Transit				City of Moorhead, Purchase of one (1) Class 200 Gas Van and Related Equipment (Replaces Senior Ride Van Unit 5192)	Transit Capital	\$39,000	STBGP-U	\$31,200	\$3,900	\$3,900	-	-
Moorhead Transit	5210013	TRS-0034-24A	2024	Transit				City of Moorhead, Purchase of one (1) Class 400 Bus and Related Equipment (Replaces Paratransit Bus Unit 7191)	Transit Capital	\$106,000	STBGP-U	\$84,800	\$10,600	\$10,600	-	-
Moorhead Transit	5220007	TRS-0034-25C	2025	Transit				City of Moorhead, Purchase of one (1) Class 200 Gas Van and Related Equipment (Replaces Senior Ride Van Unit 5193)	Transit Capital	\$39,000	STBGP-U	\$31,200	\$3,900	\$3,900	-	-

**To:** Policy Board  
**From:** Adam Altenburg, AICP  
**Date:** November 10, 2022  
**Re:** **2050 Baseline Demographic Forecast**

In October 2021, Metro COG began the 2050 Baseline Demographic Forecast. Metro COG develops demographic forecasts for the Fargo-Moorhead metropolitan area every five years as part of its long-range transportation planning process. These forecast projections are vital to local area jurisdictions and other entities and help to support different planning efforts throughout the region.

Demographic forecasts developed by Metro COG are used to revise and update the region's Travel Demand Model (TDM). This model is the primary tool for assessing future conditions of the regional surface transportation system, particularly the roadway system, as well as freight and transit planning needs in the five-year Metropolitan Transportation Plan.

The 2050 Baseline Demographic Forecast includes a close examination of socioeconomic factors from the 2017 Demographic Forecast Study, the most recently completed study for the Fargo-Moorhead metropolitan area. The study also set out a framework for two unique growth scenarios based primarily on trend variables (cohort age structures, industry labor distribution), dynamic variables (birth rates, death rates, migration), and constants (housing to demographic relationships, labor force participation rates, gender ratio). Population, household, and employment forecasts from these scenarios are provided in five-year increments, from 2025 through 2050.

Similar to past demographic forecasts, two projection scenarios were created: a "Most Likely" forecast which outlines a baseline projection, and a "High Growth" scenario which outlines a fast-growing situation in the metropolitan area. These scenarios were created by manipulation of the birth, death, and migration rates that underpin the forecast model. Metro COG strongly encourages jurisdictions to closely review and examine the report, forecasts, and differences between the two growth scenarios.

In the past, Metro COG has asked the TTC to select a preferred growth scenario for use within Metro COG's transportation planning process. Based on discussions at the TTC meeting on November 10, it was suggested to adopt the "Most Likely" scenario rather than the "High Growth" scenario for use in the TDM.

The draft 2050 Baseline Demographic Forecast can be viewed on Metro COG's website:

<https://fmmetrocog.org/projects-rfps/metro-cog-baseline-2050-demographic-forecast>

**Requested Action: Approve the 2050 Baseline Demographic Forecast and selection of the "Most Likely" growth scenario for use within Metro COG's transportation planning process.**

**To:** Policy Board  
**From:** Ari Del Rosario, Assistant Transportation Planner  
**Date:** November 9, 2022  
**Re:** **2022 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. Like last 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 2022 Metro Profile can be accessed for Policy Board members to review before approval of the final draft via Metro COG's website here:

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

**Requested Action: Approve the final draft of the 2022 Metropolitan Profile.**