

The 622nd Policy Board Meeting Fargo-Moorhead Metropolitan Council of Governments THURSDAY, December 21, 2023 – 4:00 p.m.

AGENDA

1. Call to Order and Introductions (5:00)
 - a. Introductions Information Item
 - b. Approve Order and Contents of the Overall Agenda Action Item
 - c. Approve Minutes of the November 16, 2023 Board Meeting Action Item
 - d. Approve December 2023 Bills Action Item
2. Consent Agenda (5:00) **Action Item**
 - a. November End of Month Report
 - b. 2024 NDDOT-Metro COG Contract
 - c. 2024 MnDOT-Metro COG Contract
 - d. Rural Transportation Alternatives Applications
 - e. Balance Accounting Contract Addendum
 - f. 2024 Meeting Schedule
 - g. Executive Director 6-Month Performance Evaluation
 - h. Approval of Proposed HSIP Projects
 - i. NDDOT Urban Grant Program Approval of Proposed Projects
3. Regular Agenda
 - a. Public Comment Opportunity (2:00) Public Input
 - b. 2023-2024 UPWP Amendment #5 (10:00) **Action Item**
 - c. Horace Core Neighborhoods Plan Request for Proposals (2:00) **Action Item**
 - d. 2023 Metro Profile (5:00) **Action Item**
 - e. 25th Street Corridor Study – Final Report (10:00) **Action Item**
 - f. 2024 Employee Salary Adjustment (5:00) **Action Item**
 - g. Preview of Received Projects (5:00) Information Item
 - h. Summary of Benefits Presentation (5:00) Information Item
4. Additional Business Information Item
5. Adjourn

REMINDER: The next Metro COG Policy Board Meeting will be held Thursday, January 18, 2024 at 4:00 p.m.

Metro COG is encouraging citizens to provide their comments on agenda items via email to leach@fmmetrocog.org. To ensure your comments are received prior to the meeting, please submit them by 8:00 a.m. on the day of the meeting and reference which agenda item your comments address.

For Public Participation, please REGISTER with the following link:

https://us02web.zoom.us/webinar/register/WN_gT8CpdBft7y1I7VNFoYNxg

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 Savannah Leach, Metro COG Office Manager, 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.

**621st Policy Board Meeting
Fargo-Moorhead Metropolitan Council of Governments
Thursday, November 16, 2023 – 4:00 pm**

Members Present:

Duane	Breitling	Cass County Commission
John	Gunkelman	Fargo Planning Commission
Chuck	Hendrickson	Moorhead City Council
Sebastian	McDougall	Moorhead City Council
Julie	Nash	Dilworth City Council
Brad	Olson	West Fargo City Commission
Arlette	Preston	Fargo City Commission
Rocky	Schneider	Fargo Planning Commission
Scott	Stofferahn	Fargo Planning Commission
Jeff	Trudeau	Horace City Council
Deb	White	Moorhead City Council
Aaron	Murra	NDDOT – Fargo District (ex-officio)

Members Absent:

Amanda	George	West Fargo City Commission
Denise	Kolpack	Fargo City Commission
Jenny	Mongeau	Clay County Commission
Dave	Piepkorn	Fargo City Commission
John	Strand	Fargo City Commission
Maranda	Tasa	Fargo Planning Commission
Shiloh	Wahl	MnDOT – District 4 (ex-officio)

Others Present:

Adam	Altenburg	Metro COG
Paul	Bervik	Metro COG
Jaron	Capps	Metro COG
Dan	Farnsworth	Metro COG
Ben	Griffith	Metro COG
Savanna	Leach	Metro COG
Chelsea	Levorsen	Metro COG
Ayden	Schaffler	Metro COG

- 1a. MEETING CALLED TO ORDER, WELCOME, AND INTRODUCTIONS, convened**
The meeting was called to order at 4:00 pm, on November 16, 2023 by Chair Hendrickson, noting a quorum was present. Introductions were made.
- 1b. Approve Order and Contents of Overall Agenda, approved**
Chair Hendrickson asked for approval for the overall agenda.

**MOTION: Approve the contents of the Overall Agenda of the November 16, 2023 Policy Board Meeting.
Mr. Olson moved, seconded by Mr. Breitling
MOTION, passed
Motion carried unanimously.**

1c. Past Meeting Minutes, approved

Chair Hendrickson asked for approval of the Minutes of the October 19, 2023 Meeting.

**MOTION: Approve the October 19, 2023 Policy Board Meeting Minutes.
Mr. Breitling moved, seconded by Ms. Preston
MOTION, passed
Motion carried unanimously.**

1d. Monthly Bills, approved

Chair Hendrickson asked for approval of the November 2023 Bills as listed on Attachment 1d.

**MOTION: Approve the November 2023 Bills List.
Mr. Olson moved, seconded by Ms. Preston
MOTION, passed
Motion carried unanimously.**

2. CONSENT AGENDA

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

- a. October Month End Report
- b. 2024 Health/Vision/Dental Insurance Contract with BCBSND

**MOTION: Approve Items a-b on the Consent Agenda.
Ms. Nash 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. Old Business – 2024-2027 Transportation Improvement Program Amendment #2

Mr. Bervik presented the 2024-2027 Transportation Improvement Program Amendment 2. This amendment is a continuation of the 2024-2027 TIP Amendment 2 that was discussed at the October 19th, 2023 meeting.

A public notice advertised that public comments would be accepted until 8:00 am on Thursday, October 12, 2023. No written comments were received.

The proposed amendment to the 2024-2027 TIP is as follows:

1. **Modification of Project 8210019:** MNDOT construction of a grade separation of 11th Street at BNSF railroad (2024). Updating costs.
2. **Modification of Project 5210018:** MNDOT construction of a grade separation of 11th Street at BNSF railroad (2024). Updating costs and Project Description.
3. **Modification of Project 8230011:** MNDOT construction of a grade separation of 11th Street at BNSF railroad, AC payback (2026). Updating Project Description.

4. **Modification of Project 8241055:** MNDOT construction of a grade separation of 11th Street at BNSF railroad, AC payback (2027). Updating Project Description and state project number.
5. **Modification of Project 8240043:** MNDOT construction of a grade separation of 11th Street at BNSF railroad (2024). Updating Project Cost.
6. **Modification of Project 2210017:** Clay County rehabilitation of CSAH 14 bridge over South Branch of Buffalo River (2024). Updating Project Cost and Cost Breakdown.
7. **Modification of Project 3220021:** City of West Fargo urbanization of 9th street NE and 7th avenue NE (2025). Update total project cost.
8. **Modification of Project 8240050** MNDOT construction of fiber communications/ cameras and dynamic message signs (DMS) (2025). Updating Project Description.
9. **Modification of Project 8230010:** MNDOT construction of a grade separation of 11th Street at BNSF railroad, AC payback (2025). Updating Project Description.
10. **New Project 8242057:** MNDOT construction of a grade separation of 11th Street at BNSF railroad (2024).
11. **New Project 8242058:** MNDOT construction of a grade separation of 11th Street at BNSF railroad (2024).
12. **New Project 8242059:** MNDOT construction of a grade separation of 11th Street at BNSF railroad (2024).
13. **New Project 8242060:** MNDOT construction of a grade separation of 11th Street at BNSF railroad (2024).
14. **New Project 9242061:** NDDOT pavement marking at various highways throughout the Fargo District (2024).

A MnDOT representative requested that project 8210019 be updated to add additional state funding to that project.

**MOTION: Approval of Amendment 2 of the Metro COG 2024-2027 Transportation Improvement Program (TIP) pending STIP approval.
Mr. Olson moved, seconded by Mr. Breitling.
MOTION, passed
Motion carried unanimously.**

3c. 2023-2026 Transportation Improvement Program (TIP) Amendment 9

Mr. Bervik presented amendment 9 to the 2023-2026 Transportation Improvement Program. The public notice stated that public comments would be accepted until 12:00 noon on Thursday, November 9th, 2023. 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 8210019:** MNDOT construction of a grade separation of 11th Street at BNSF railroad (2024). Updating costs.
2. **Modification of Project 5210018:** MNDOT construction of a grade separation of 11th Street at BNSF railroad (2024). Updating costs and Project Description.
3. **Modification of Project 8230011:** MNDOT construction of a grade separation of 11th Street at BNSF railroad, AC payback (2026). Updating Project Description.

4. **Modification of Project 8241055:** MNDOT construction of a grade separation of 11th Street at BNSF railroad, AC payback (2027). Updating Project Description and state project number.
5. **Modification of Project 8240043:** MNDOT construction of a grade separation of 11th Street at BNSF railroad (2024). Updating Project Cost.
6. **Modification of Project 2210017:** Clay County rehabilitation of CSAH 14 bridge over South Branch of Buffalo River (2024). Updating Project Cost and Cost Breakdown.
7. **Modification of Project 3220021:** City of West Fargo urbanization of 9th street NE and 7th avenue NE (2025). Update total project cost.
8. **Modification of Project 8240050** MNDOT construction of fiber communications/ cameras and dynamic message signs (DMS) (2025). Updating Project Description.
9. **Modification of Project 8230010:** MNDOT construction of a grade separation of 11th Street at BNSF railroad, AC payback (2025). Updating Project Description.
10. **New Project 8242057:** MNDOT construction of a grade separation of 11th Street at BNSF railroad (2024).
11. **New Project 8242058:** MNDOT construction of a grade separation of 11th Street at BNSF railroad (2024).
12. **New Project 8242059:** MNDOT construction of a grade separation of 11th Street at BNSF railroad (2024).
13. **New Project 8242060:** MNDOT construction of a grade separation of 11th Street at BNSF railroad (2024).
14. **New Project 9242061:** NDDOT pavement marking at various highways throughout the Fargo District (2024).

A MnDOT representative requested that project 8210019 be updated to add additional state funding to that project.

The proposed amendment to the 2023-2026 TIP reflects modified federally-funded projects within the Metropolitan Planning Area (MPA). After discussion with MnDOT, Metro COG's 2023-2026 TIP is still considered to be active, and therefore, this is the TIP that needs to be currently amended.

MOTION: Approval of Amendment 9 of the Metro COG 2023-2026 Transportation Improvement Program (TIP).

Mr. Gunkelman moved, seconded by Mr. McDougall.

MOTION, passed

Motion carried unanimously.

3d. 2023-2024 Unified Planning Work Program (UPWP) Amendment #4

Mr. Griffith presented amendment 4 to the 2023 Unified Planning Work Program (UPWP). The Infrastructure Investment & Jobs Act (IIJA) of 2021 identified a mandatory set-aside of 2.5% of "Planning Funds" at the state level to be used towards complete streets efforts. IIJA incentivized the use of Complete Street Set-Aside Funds by waiving the 20% local match requirement.

Metro COG will receive \$81,473 of Complete Streets Set-Aside funding. Metro COG has identified the Horace Core Neighborhoods Plan as an underfunded project that has the capacity to utilize the funding to its fullest extent and is recommending these funds be used to fully fund that effort. The RFP for that project is scheduled to be released in December 2023.

Metro COG would like to amend its 2023-2024 UPWP to include the dedication of \$81,473 of Complete Streets Set-Aside funding to the Horace Core Neighborhoods Plan, providing a total of \$196,473 for the project.

MOTION: Approval of Amendment 4 to the Metro COG 2023-2024 Unified Planning Work Program (UPWP).

Mr. Trudeau moved, seconded by Mr. Breitling

MOTION, passed

Motion carried unanimously.

3e. Uni10 Contract Amendment #1

Mr. Griffith presented amendment 1 to the University & 10th Street Corridor Study. Metro COG started the University and 10th Street Corridor Study ("Uni10") in 2021.

The original scope of work was split into two phases. The first phase was to look at the conversion of the one-way pair system as well as to gather issues along the corridor, which incorporated an intensive public participation campaign. Phase II of the study was meant to respond to the findings of the first phase.

Metro COG also secured an additional \$100,000 of federal Consolidated Planning Grant (CPG) funds matched by the City of Fargo (\$25,000) to fund the Phase II of the effort. There is approximately \$25,000 left in the original Phase I budget that will supplement Phase II also. The total budget for Phase II included in Amendment #1 is \$150,026.23.

MOTION: Approval of Amendment #1 to the University and 10th Street Corridor Study contract with Bolton-Menk and authorize Executive Director to execute contract.

Ms. Preston moved, seconded by Mr. Gunkelman

MOTION, passed

Motion carried unanimously.

3f. Clay County Heartland Trail Routing Analysis Consultant Selection

Mr. Farnsworth presented SRF as the highest-ranked consulting firm for the Clay County Heartland Trail Routing Analysis. The deadline for consulting firms to submit proposals was October 18th. Metro COG received proposals from four firms – Bolton & Menk, SEH, SRF, and WSB.

The consultant selection panel met on November 1st to interview the firms and select the top-ranked firm. Upon interviews with the four consultant teams, SRF was the highest ranked firm. The SRF team includes the subconsultants Alta and

Mend. SRF's cost proposal came in at \$249,828.83, which is within the budgeted amount.

MOTION: Approval of SRF as the top ranked firm to complete the Clay County Heartland Trail Routing Analysis and to authorize the Metro COG Executive Director to enter into a contract after successful contract negotiations.

Ms. White moved, seconded by Ms. Preston

MOTION, passed

Motion carried unanimously.

3g. Resolution Designating City of Fargo as Direct Recipient for MATBUS FTA Funds

Mr. Griffith presented a Resolution designating the City of Fargo as the direct recipient for MATBUS FTA Funds.

As Metro COG transitions from an MPO (Metropolitan Planning Organization) to a TMA (Transportation Management Area), changes have become necessary for MATBUS to receive funding from the Federal Transit Administration (FTA).

The Cities of Fargo and Moorhead have agreed to designate the City of Fargo as the recipient of FTA funds and Gov. Tim Walz of Minnesota has officially agreed to this. Approval of the Resolution is requested to provide official acknowledgement by Metro COG's Policy Board of this change in funding structure for both NDDOT and MnDOT, as well as FTA.

MOTION: Approval of Resolution Designating the City of Fargo as the Direct Recipient for FTA funds in the Metro COG Urbanized Area.

Mr. Olson moved, seconded by Mr. Gunkelman

MOTION, passed

Motion carried unanimously.

4. Additional Business

Staff is still working with NDDOT auditors on the updated indirect rate.

Jurisdictional councils/commissions should expect to see Resolutions approving the adjusted urbanized boundary.

MnDOT CPG Contract language change for MPOs. These changes do not really affect Metro COG, as NDDOT is Metro COG's oversight agency.

5. Adjourn

The 621st Meeting of the FM Metro COG Policy Board held Thursday, November 16, 2023 was adjourned at 4:45 pm.

THE NEXT FM METRO COG POLICY BOARD MEETING WILL BE HELD December 21, 2023, 4:00 P.M.

Respectfully Submitted,

Savanna Leach
Executive Assistant

To: Policy Board members
From: Ben Griffith, AICP, Executive Director
Date: December 15, 2023
Re: **2024 NDDOT-Metro COG Contract**

NDDOT has changed their contract requirements. Whereas a two-year contract coincided with adoption of a two-year UPWP, NDDOT has now moved to an annual contract, but continues with a two-year UPWP. At the end of the year, NDDOT staff will de-obligate funds for projects but has promised to “make us whole” by re-obligating funds in January for projects that will still be underway at year’s end. Despite repeated requests by the MPOs, none of these new procedures have been provided to the MPOs in writing.

A draft copy of this year’s contract was provided to us on Monday, December 11, and is included with this memo. The CPG amount for 2024 is \$1,842,069.72, less than had been previously indicated by NDDOT via an e-mail dated October 27. This will require a UPWP “carryover” amendment to keep active projects fully funded to completion. While the current contract is similar to previous contracts in verbiage, new requirements from FHWA and NDDOT include additional certifications to be provided for projects as they are approved and gotten underway, increased general liability insurance coverage, and more. The financial agreement in place addressing TMA issues is still in place and will not change, although NDDOT has indicated they would like to revisit the agreement in 2024.

Requested Action: Approval of the 2024 UPWP Contract between Metro COG and NDDOT and authorization of Policy Board Chair and Executive Director to execute said agreement.

MEMO TO: Ron Henke
Director

FROM: Wayne A. Zacher, P.E.

DATE: 12/08/2023

SUBJECT: 38231483: Fargo-Moorhead Metro COG 2024 UPWP Contract

MPO UPWP Contract practices have changed over the past year. We have moved from 2-year UPWPs with 2-year contracts to encouraging 2-year UPWPs with an annual contract. This will help us with the subrecipient monitoring requirements of 2 CFR 200. We are still transitioning this practice, so this contract will be for 2024 and will use the UPWP originally approved for 2023-2024.

This is a standard contract; no one-time changes were necessary

38/waz

Contract Routing:
Stacey Hanson;
Paul Benning;
Shannon Sauer;
Ben Griffith, FM Metro COG Executive Director;
FM Metro COG Policy Board Chairperson;
FM Metro COG Witness;
Wayne Zacher;
Clint Morgenstern;
Stacey Hanson

**North Dakota Department of Transportation
METROPOLITAN PLANNING ORGANIZATION AGREEMENT**

Federal Award Information – to be provided by NDDOT

Assistance Listing No.: 20.205, 20.505

Assistance Listing Title: Highway Planning & Construction, Metropolitan Transportation Planning & State & Non-Metropolitan Planning & Research

Award Name: Federal-Aid Highway Program

Awarding Federal Agency: Federal Highway Administration (FHWA), Federal Transit Administration (FTA)

Pass-through entity: North Dakota Department of Transportation (NDDOT)

NDDOT Program Mgr.: Zacher, Wayne A. Telephone: (701)328-4828

Subrecipient/LPA Name:

Subrecipient Unique Entity Identifier (UEI) No.:

Federal Award Identification No. (FAIN):

Federal Award Date:

Subaward Period of Performance Start & End Date:

Subaward Budget Period Start & End Date:

Amount of Federal Funds Obligated by this action: \$

Total Amount of Federal Funds Obligated to the subrecipient: \$

Total Federal Award: \$

Federal Award Project Description:

Research and Development Activities:

Indirect Cost Rate (ICAP):

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

Entity: Fargo-Moorhead Metropolitan Council of Governments

Description: Unified Planning Work Program

Duration: 2024

This agreement is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Fargo-Moorhead Metropolitan Council of Governments, hereinafter referred to as the Subrecipient, whose address is Case Plaza Suite 232, One Second Street North, Fargo, North Dakota 58102.

WHEREAS, Federal Law 23 U.S.C., Section 134, requires that a continuing, comprehensive, and cooperative (3-C) transportation planning process be carried out between state and local governments in urbanized areas, and

WHEREAS, the Subrecipient has been designated by the Governor of North Dakota as the Metropolitan Planning Organization responsible, together with NDDOT, for carrying out the provisions of 23 U.S.C. 134, and

WHEREAS, Section 5303 Federal Transit Administration (FTA) and PL Federal Highway Administration (FHWA) funding, hereinafter referred to as Consolidated Planning Grant (CPG) funds will be administered by NDDOT for the purpose of transportation planning in urbanized areas, and

WHEREAS, the Subrecipient is eligible to receive CPG funds from both FHWA and FTA under 23 U.S.C. 104(f) and 49 U.S.C. 5305(d), and

WHEREAS, the Subrecipient has prepared and approved a Unified Planning Work Program (UPWP) in accordance with the guidelines set forth by the FHWA and FTA for utilization of available CPG funds.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, NDDOT and the Subrecipient agree as follows:

1. **SCOPE OF WORK:** The Subrecipient shall perform, in a satisfactory and timely manner, those tasks and activities as outlined in the Subrecipient's UPWP and approved by NDDOT, FHWA, and FTA, a copy of which is attached hereto and made a part hereof. The Subrecipient shall follow NDDOT policies and procedures, as outlined in the NDDOT Local Government Manual, in the completion of the UPWP and abide by all applicable federal regulations, including 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
2. **PERIOD OF PERFORMANCE:** The period of performance will be from January 1, 2024 to December 31, 2024.
3. **COMPENSATION:**
 - NDDOT shall reimburse the Subrecipient 80 percent of all eligible costs as presented in the budget section of the UPWP, up to a maximum of \$1,842,069.74. The Subrecipient shall provide the remaining 20 percent and all cost overruns from non-federal funds. Budget transfers among cost categories shall comply with 2 CFR 200.

- The Subrecipient will make all contract payments. No costs will be incurred by NDDOT for this project. NDDOT will reimburse the Subrecipient for the federal aid eligible amount. Payment will be made upon receipt of the Subrecipient's request for reimbursement.
 - The Subrecipient shall provide monthly billing to NDDOT. To be eligible, costs must be limited to those costs that are allowed under federal regulations (2 CFR 200). Monthly billings will include the submittal of a report documenting the tasks completed in the billing period.
 - All requests for reimbursement must be submitted to NDDOT within 90 days of the period of performance end date of this agreement. NDDOT may take actions as outlined in 2 CFR 200.339, such as withholding payments, pending correction of non-compliance with this agreement. All invoices are subject to audit, at NDDOT's discretion.
 - Payments under this agreement will be made from federal funds obtained through the Infrastructure Investment and Jobs Act of 2021, Public Law 117-58, 23 U.S.C. 104. The Subrecipient is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Subrecipient's failure to comply with federal requirements. Reimbursement will be predicated on availability of federal funds. The Subrecipient further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this agreement, if not eligible for federal funds.
 - All work provided by the Subrecipient under this agreement must be performed to NDDOT's satisfaction and in accordance with all applicable federal, state, and local laws and regulations. The Subrecipient will not receive payment for work found by NDDOT to be unsatisfactory or performed in violation of federal, state, or local law.
4. **INDIRECT COST RATE PROVISION:** Federal agencies and NDDOT shall review and approve the negotiated indirect cost rate, unless there is a federal statute that states otherwise, or a federal agency head has made other approved provisions. Any rate approved by a federal agency, or a cognizant agency must be approved by NDDOT.

If the subrecipient does not have a federally negotiated indirect cost rate, the NDDOT can either:

- negotiate an indirect rate with the subrecipient.
 - allow the de minimis 10% flat rate (the de minimis rate, is not applicable in certain cases (200.414(f); Appendix VII.D.1.B).) This rate may be used indefinitely, until the subrecipient seeks to formally negotiate a rate. If the de minimis rate is used, the NDDOT does not need to review and approve.
5. **COST PRINCIPLES:** The Subrecipient agrees to follow the cost principles and allowable cost guidelines in accordance with 2 CFR Part 200, Subpart E. The Subrecipient will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200.

6. **FEDERAL FUNDING:** This contract is subject to a financial assistance contract between the state of North Dakota, the Federal Highway Administration, and the USDOT. Federal funds may not be obligated prior to authorization by FHWA.
7. **TERMS EXTENDING BEYOND BIENNIUM:** Payments by NDDOT beyond the current state biennium shall be contingent on sufficient funds being appropriated by the Federal Government or State Legislature for NDDOT. In the event of insufficient appropriations, NDDOT may give a minimum of 30 days' notice to terminate this agreement/contract and have no further obligation to the Subrecipient.
8. **RECORDS AND INSPECTION:** The Subrecipient shall maintain all accounting and project records NDDOT may require. NDDOT and the Federal Government shall at all times be permitted to inspect the work and have access to all books, records, correspondence, instructions, receipts, vouchers, and memorandum pertaining to the work hereunder and copies thereof shall be furnished when requested. Such records shall be made available to NDDOT and the federal government for inspection and audit during the agreement term and for three years after the closure of the consolidated planning grant, unless any litigation, claim, or audit is started before the expiration of the three years, in which case the records shall be retained until such action is satisfied. The Subrecipient agrees to conduct records retention and access in accordance with 2 CFR Part 200.334-338, as applicable.
9. **SUBCONTRACTING:** The Subrecipient shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor. If a subcontract is made, the Subrecipient must follow procedures outlined in 2 CFR 200.331.
10. **SUBCONTRACT PROVISIONS:** The Subrecipient shall include the following statement of financial assistance in any advertisement or invitation to bid for any procurement under this agreement:

"This contract is subject to a financial assistance contract between the state of North Dakota and the USDOT."
11. **ASSIGNMENTS:** The Subrecipient shall not assign nor transfer the Subrecipient's interests or duties under this agreement without the express written consent of the state.
12. **RISK ASSESSMENTS:** The NDDOT conducts pre-award risk assessments prior to issuing a subaward contract. The Subrecipient shall conduct risk assessments of their sub awardees either before or after making the award to determine the appropriate level of monitoring. The contractor shall document its procedures for assessing risk and have them available upon NDDOT request.

13. RISK BASED MONITORING:

a. The NDDOT has conducted a risk assessment, as required by 2 CFR 200.332, and has determined the following risk-based monitoring requirements for this award:

- All payments are on a reimbursement basis.
- Require submittal of Title VI pre-authorization paperwork.
- Require submittal of FFATA form.
- Require submittal of biannual progress reports.
- Annual Mid-Year Review.

Risk assessments may be repeated throughout the period of performance and monitoring requirements adjusted based on level of risk.

b. In the event of noncompliance or failure to perform, the NDDOT has the authority to apply remedies, in accordance with 2 CFR 200.339, including but not limited to temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the subrecipient, debarment or other remedies including civil and/or criminal penalties, as appropriate and in accordance with 2 CFR 200.332.

14. PROCUREMENT: The Subrecipient shall follow the policies and procedures of the state when procuring property and services under a federal award, in accordance with 2 CFR 1201.317.

15. EQUIPMENT: The Subrecipient shall follow the policies and procedures of the state with respect to use, management and disposal of equipment acquired under a federal award, in accordance with 2 CFR 1201.313.

16. PROCUREMENT OF RECOVERED MATERIALS: In accordance with 2 CFR 200.323, the Subrecipient and its contractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

17. TERMINATION:

a. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing, and delivered by certified mail or in person.

b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the Subrecipient, or at such later date as may be established by NDDOT, under any of the following conditions:

- i. If NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.

- ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract;
- iii. If any license or certificate required by law or regulation to be held by the Subrecipient to provide the services required by this contract is for any reason denied, revoked, or not renewed;

Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- a. NDDOT, by written notice to the Subrecipient, may terminate the whole or any part of this agreement:
 - i. If the Subrecipient fails to provide services called for by this contract within the time specified herein or any extension thereof; or
 - ii. If the Subrecipient fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

18. **AMENDMENTS:** The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

19. **SEVERABILITY:** If any part of this agreement is determined to be invalid, illegal, or unenforceable, the determination does not affect the validity, legality, or enforceability of any other part of this agreement, and the remaining parts of this agreement shall be carried out by each party.

20. **CLOSEOUT:** NDDOT and the Subrecipient will comply with 2 CFR 200.344 closeout requirements. The contractor shall submit, no later than 90 calendar days after the period of performance end date of this agreement, all financial, performance and other reports as required by the terms and conditions of this agreement. The NDDOT will close out the agreement with the federal awarding agency when it determines that all applicable administrative actions and all required work have been completed and the agreement has reached its period of performance end date.

21. **CIVIL RIGHTS:** Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into, and made a part of this agreement.

22. **NONDISCRIMINATION – COMPLIANCE WITH LAWS:** The Subrecipient agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.

23. **AFFIRMATIVE ACTION PROGRAMS:** The Subrecipient and subcontractors shall develop and maintain an affirmative action program, as defined in 49 CFR Part 21 and a Minority Business Enterprise Action Program in accordance with 49 CFR Part 26, as appropriate; to ensure that persons and businesses are not discriminated against because of race, religion, color, national origin, disability, age, sex, political opinions or affiliations, or status with regard to marriage or public assistance, in programs, projects and activities.

Should the Subrecipient fail to comply with any Federal civil rights statute, or any order or regulation issued under such statute, NDDOT shall notify the Subrecipient of the determination and shall direct the Subrecipient to take the action that may be necessary to ensure compliance. If, within a reasonable period of time, after receiving notification the Subrecipient fails or refuses to take action required by the notice, NDDOT shall take action as may be determined to be appropriate, including but not limited to the withholding of payments to the Subrecipient under the agreement in whole or in part.

24. **DISADVANTAGED BUSINESS ENTERPRISE:** In the performance of this agreement, the Subrecipient shall cooperate with NDDOT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practical opportunities to compete for subcontract work under this agreement. The Subrecipient shall comply with the requirements of 49 CFR Part 26.

The Subrecipient shall not discriminate on the basis of race, color national origin, or sex in the award and performance of any USDOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subrecipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. seq.)

The Subrecipient will include the following paragraph verbatim in any subcontracts they sign relative to this project:

The Subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Subrecipient shall

carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Subrecipient to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the NDDOT deems appropriate.

25. **PROMPT PAYMENT:** Payment of invoices by the Subrecipient shall be within 20 days of Receipt, as required for NDDOT's DBE program.

26. **DISABILITY:** The Subrecipient shall ensure that no qualified disabled individual, as defined in 29 U.S.C. 794 and 49 C.F.R. Part 27 shall, solely by reason of this disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance under this agreement.

27. **DRUG-FREE WORKPLACE:** The Subrecipient shall comply with the requirements for drug-free workplace, in accordance with 49 CFR 32, Subpart B.

28. **AUDITS:**

- a. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 CFR Part 200, Subpart F. A copy of such audit, covering the term of this agreement, shall be submitted to NDDOT. Entities that expend \$750,000 or less in federal funds, in a fiscal year, from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
- b. The Subrecipient must fill out and submit to NDDOT the Single Audit Certification (SFN60639) and a schedule of federal expenditures for their fiscal year end. The Subrecipient must submit their Single Audit to NDDOT as well as the Federal Audit Clearinghouse. This audit report must be submitted within 30 calendar days after the Subrecipient receives the report from their auditors, or nine months after the end of the audit period, whichever comes first.

29. **CONFLICTS OF INTEREST:** No official or employee of a state or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a state or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly

disclosed upon the public records of NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

30. INDEMNIFICATION: The Risk Management Appendix, attached, is hereby incorporated, and made a part of this agreement.

31. PERSONNEL: The Subrecipient assures that personnel will be available to perform the required services. Such personnel shall not be considered employees of NDDOT for any purpose.

32. DISCLAIMER: The Subrecipient 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 US Department of Transportation, Federal Highway Administration and Federal Transit Administration. 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 US Department of Transportation. The report does not constitute a standard, specification, or regulation."

33. COMPLIANCE WITH LAW: In performance of its obligations under this agreement, the Subrecipient shall comply with and require each of its subcontractors to comply with all applicable provisions of Federal, State, and local laws and regulations. The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the State of that or any other provision.

34. TELECOMMUNICATIONS CERTIFICATION: By signing this agreement, the Subrecipient certifies, in accordance with 2 CFR 200.216 and Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Public Law 115-232), that it will not obligate or expend grant funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Subrecipient will include this requirement in all subcontracts related to this agreement.

35. BYRD ANTI-LOBBYING AMENDMENT: (31 USC 1352) Subrecipients that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

36. **DEBARMENT AND SUSPENSION:** The Subrecipient is advised that their signature on this agreement certifies that the company or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years. For all bids or proposals of third-party contracts and subcontracts, the Subrecipient shall:
- a. Obtain from all bidders a signed Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, as provided in 2 CFR 180 and 2 CFR 1200.
 - b. Check the Excluded Parties Listing System (EPLS) at www.sam.gov to ensure the selected vendor or contractor has not been excluded from doing business with the federal government. The Subrecipient shall document the search results and include as part of the third-party contract.
 - c. Add a clause to the subcontract that the subcontractor shall maintain active registration in the System for Award Management at www.sam.gov.
37. **GOVERNING LAW AND VENUE:** Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this contract shall be governed by and construed in accordance with applicable federal law and the laws of the state of North Dakota, at the time this contract was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.
38. **MERGER AND WAIVER:** This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Subrecipient, by the signature below of its authorized representative, hereby acknowledges that the Subrecipient has read this agreement, understands it, and agrees to be bound by its terms and conditions.
39. **OWNERSHIP OF WORK PRODUCT:** All work products and copyrights of the contract, which result from this contract, are the exclusive property of NDDOT, with an unlimited license for use by the federal government and its assignees without charge. The Subrecipient shall furnish to NDDOT copies of all data and other items prepared or developed as a part of the contract.
40. **NOTICE:** All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

North Dakota Dept. of Transportation
Local Government Division
608 East Boulevard Avenue
Bismarck, ND 58505-0700

41. ADDITIONAL FEDERAL CLAUSES: The Contractor must comply with all provisions in Appendix B, which is attached and incorporated by reference herein.

DRAFT

EXECUTED the date last below signed.

WITNESS:

SUBRECIPIENT:

NAME (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

*

TITLE

DATE

APPROVED as to substance by:

NORTH DAKOTA DEPARTMENT OF
TRANSPORTATION:

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

DEPUTY DIRECTOR FOR PLANNING (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

DATE

* Policy Board Chairperson

CLA 1029 (Div. 38)
L.D. Approved 10-28-14; 11-23

CERTIFICATION OF LOCAL MATCH

It is hereby certified that the _____ will provide non-federal funds, whose source is identified below, as match for the amount the Subrecipient is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by Subrecipient. Please designate the source(s) of funds in the Subrecipient budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

Executed at _____, North Dakota, the last date below signed.

ATTEST:

APPROVED:

MPO (TYPE OR PRINT)

Subrecipient of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

*

TITLE

DATE

*Policy Board Chairperson

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Federal Clauses

Buy America requirements – 23 CFR 635.410

- (a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.
- (b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:
 - (1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.
 - (2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.
 - (3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.
 - (4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.
- (c)(1) A State may request a waiver of the provisions of this section if;
 - (i) The application of those provisions would be inconsistent with the public interest; or
 - (ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.
- (2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.
- (3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.
- (4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.
- (5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.
- (6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in

writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the **Federal Register** for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

Equal Employment Opportunity Clause – 41 CFR 60-1.4(a) and 2 CFR Part 200 Appendix II (C)

41 CFR 60-1.4(a)

- (a) *Government contracts.* Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract): during the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the secretary of labor.
 - (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the secretary of labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

Appendix B

- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the secretary of labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the secretary of labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the secretary of labor as a means of enforcing such provisions including sanctions for noncompliance: *provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the united states to enter into such litigation to protect the interests of the United States.

2 CFR Part 200 Appendix II (C)

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

USDOT Disadvantaged Business Enterprise Program Requirements – 49 CFR 26

Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance:

THE RECIPIENT SHALL NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, OR SEX IN THE AWARD AND PERFORMANCE OF ANY DOT-ASSISTED CONTRACT OR IN THE ADMINISTRATION OF ITS DBE PROGRAM OR THE REQUIREMENTS OF 49 CFR PART 26. THE RECIPIENT SHALL TAKE ALL NECESSARY AND REASONABLE STEPS UNDER 49 CFR PART 26 TO ENSURE NONDISCRIMINATION IN THE AWARD AND ADMINISTRATION OF DOT-ASSISTED CONTRACTS. THE RECIPIENT'S DBE PROGRAM, AS REQUIRED BY 49 CFR PART 26 AND AS APPROVED BY DOT, IS INCORPORATED BY REFERENCE IN THIS AGREEMENT. IMPLEMENTATION OF THIS PROGRAM IS A LEGAL OBLIGATION AND FAILURE TO CARRY OUT ITS TERMS SHALL BE TREATED AS A VIOLATION OF THIS AGREEMENT. UPON NOTIFICATION TO THE RECIPIENT OF ITS FAILURE TO CARRY OUT ITS APPROVED PROGRAM, THE DEPARTMENT MAY IMPOSE SANCTIONS AS PROVIDED FOR UNDER PART 26 AND MAY, IN APPROPRIATE CASES, REFER THE MATTER FOR ENFORCEMENT UNDER 18 U.S.C. 1001 AND/OR THE PROGRAM FRAUD CIVIL REMEDIES ACT OF 1986 (31 U.S.C. 3801 *ET SEQ.*).

Appendix B

Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

THE CONTRACTOR, SUB RECIPIENT OR SUBCONTRACTOR SHALL NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, OR SEX IN THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR SHALL CARRY OUT APPLICABLE REQUIREMENTS OF 49 CFR PART 26 IN THE AWARD AND ADMINISTRATION OF DOT-ASSISTED CONTRACTS. FAILURE BY THE CONTRACTOR TO CARRY OUT THESE REQUIREMENTS IS A MATERIAL BREACH OF THIS CONTRACT, WHICH MAY RESULT IN THE TERMINATION OF THIS CONTRACT OR SUCH OTHER REMEDY AS THE RECIPIENT DEEMS APPROPRIATE.

Sanctions and Penalties for Breach of Contract – 2 CFR Part 200 Appendix II (A)

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Termination for Cause and Convenience – 2 CFR Part 200 Appendix II (B)

- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Rights to Inventions Made Under a Contract or Agreement – 2 CFR Part 200 Appendix II (F)

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Debarment and Suspension - 2 CFR Part 200 Appendix II (I)

- (I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment - 2 CFR Part 200 Appendix II (J)

- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Risk Management Appendix

Service Contracts with Private Individuals, Companies, Corporations, Etc.:

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

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

- 1) **Commercial general liability** and **automobile liability** insurance – minimum limits of liability required are **\$500,000 per person** and **\$2,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an **additional insured** on the commercial general liability and automobile liability policies. The State of North Dakota shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor.
- 4) Said endorsements shall contain a **“Waiver of Subrogation”** in favor of the state of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

Contractor shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to the undersigned State representative prior to commencement of this agreement.

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

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

Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Contractor's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Contractor. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above.

RM Consulted 2007
Revised 07-23



To: Policy Board members
From: Ben Griffith, AICP, Executive Director
Date: December 11, 2023
Re: **2024 MnDOT-Metro COG Contract**

The State of Minnesota provides funding to Minnesota MPOs for transportation planning purposes. Each year, Metro COG executes a planning agreement with MnDOT, and invoices them for approximately $\frac{1}{4}$ of the funds each quarter. The amount provided by MnDOT for Metro COG for 2024 is \$31,820. This amount reflects an increase of approximately \$5,000 from what has been received in recent years, partly due to our official designation as a TMA. Minnesota MPOs receive different amounts based on a MnDOT formula, depending chiefly on their population. Metro COG's amount is based on the population within our planning area in Minnesota.

Each year, Metro COG is required to enter into an agreement with MnDOT to ensure that a local match is provided to the funds, and that those funds are used appropriately. Among other things, acceptance of the funding requires that Metro COG provides a quarterly and year-end report to MnDOT to document the nature and amount of work completed. These reports are also provided to NDDOT, serving a dual purpose.

The MnDOT funds and the 20% local match have been accounted for in Metro COG's 2023-2024 UPWP. The attached agreement is consistent with those approved in recent years, with some new verbiage inserted that is specific to travel reimbursements enacted by the Minnesota Legislature earlier this year. Metro COG staff recommends approval of the agreement and attached Resolution.

Requested Action: Approve the State of Minnesota Grant Agreement for 2024 and the attached Resolution documenting the Policy Board's approval.

**STATE OF MINNESOTA
GRANT AGREEMENT**

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

RECITALS

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

AGREEMENT TERMS

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

- 1.1. **Effective Date.** This agreement will be effective on January 1, 2024, 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, 2024, 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) 2024 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 2025 UPWP delineating the activities and expenditures of CY 2025 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 \$31,820.00. 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 \$31,820.00.
 - 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.

4.2.3.2. **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by Grantee as a result of this agreement will not exceed \$0.00 provided that Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than the Per Diem rates published by the U.S. General Services Administration. Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. Travel and training for metropolitan transportation planning related purposes is authorized in conformance with the approved UPWP budget. Employees of the grantee will not be considered state employees. All travel and training is subject to audit per Section 8 of this contract.

- 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 Erika Shepard, Planning Program Coordinator, 395 John Ireland Blvd MS 440, St Paul, MN 55155, 651-366-3913, erika.shepard@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: Ben Griffith, Executive Director, Case Plaza Suite 232, 1 – 2nd Street N, Fargo ND 58102, 701-532-5103, griffith@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 or Commissioner of Administration may terminate this agreement prior to completion with or without cause, upon 30 days written notice to the Grantee (Minnesota Statutes, Section 16B.991, Subd.2.). 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. 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: Chuck Hendrickson, Policy Board Chair

Date: December 21, 2023

By: _____

Title: Ben Griffith, Executive Director

Date: December 21, 2023

DEPARTMENT OF TRANSPORTATION

By: _____
(With delegated authority)

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

EXHIBIT 1
Financial Assistance

Legal Name	Fargo-Moorhead Council of Governments
Contract Number	1055237
Contract Type / Program	State Metropolitan Planning Grant

Project Description

Metropolitan Planning Grant – State Planning Assistance	
Total State Award	\$31,820.00
Required Local Match	\$7,955.00

EXHIBIT 2

Invoices



Greater Minnesota Metropolitan Planning Organization

Request for State Funds

Calendar Year 2024

GRANTEE: Fargo-Moorhead Council of Governments

Case Plaza Suite 232, 1 – 2nd Street N, Fargo ND 58102

701-532-5103

Recipient Agency Authorized Representative: Ben Griffith, Executive Director

Payment Request:	Total =	\$9,943.75
<input type="checkbox"/> First quarter (January 1 – March 31)	<input type="checkbox"/> Third quarter (July 1 – September 30)	Local Match (20%) =
<input type="checkbox"/> Second quarter (April 1 – June 30)	<input type="checkbox"/> Fourth quarter (October 1 – December 31)	State Funds (80%) =
Amount of Requested State Planning Funds:		\$7,955.00

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

Signature: _____

Date _____

Recipient Agency Authorized Representative

MnDOT

Date _____

Approval of MnDOT District Representative

Date _____

Approval by MnDOT OTSM MPO Planning Program Coordinator

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

Fargo-Moorhead Metropolitan Council of Governments Resolution 2023-R015

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 21st day of December, 2023, as shown by the minutes of said meeting in my possession.

Chuck Hendrickson
Policy Board Chair

Date

Ben Griffith
Executive Director

Date

To: Metro COG Policy Board
From: Dan Farnsworth, Transportation Planner
Date: December 14, 2023
Re: **Rural Transportation Alternatives Applications**

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.

Applying jurisdictions within Metro COG’s planning area are required to submit their applications to Metro COG. For rural applications (outside Metro COG’s urbanized boundary) Metro COG reviews and submits applications to the respective state Departments of Transportation (DOTs). For urban projects (inside Metro COG’s urbanized boundary) Metro COG scores, ranks, and awards projects internally. Metro COG will bring the urban projects to the TTC and Policy Board in January 2024.

Metro COG received a total of three rural TA applications, all located on the ND side of Metro COG’s planning area. Below is a description of each application along with the scoring of each application as scored by the Bicycle & Pedestrian Committee at the December 13th meeting. These applications and scores were also brought to the Transportation Technical Committee (TTC) on December 14th. **Attached** is the scoring table showing the scoring of each application. Also, **attached** are the full applications.

City of Casselton – Governor’s Drive Shared Use Path (Phase 2)

Score: 30 pts

The City of Casselton is seeking funding to construct a shared use path along the west side of Governor’s Dr / ND Hwy 18 from 37th St SE to approximately 0.2 miles south of Cottonwood Dr. This would be Phase 2 of a two-phase project. Phase 1 (currently programmed for funding) will be constructed from Cottonwood Dr. to 0.2 miles south, crossing Swan Creek and connecting to Phase 2. This project will connect the developed north end of Casselton with the expanding south end of Casselton, which includes new residential development as well as new and existing commercial development.

Cost: \$1,130,000 construction total; \$914,509 requested from TA

Cass County (within City of Kindred) - County Rd 15 Shared Use Path

Score: 45 pts

Cass County is seeking funding to reconstruct a shared use path along the east side of County Rd 15 from Kindred Elementary School (Linden St) to ND Hwy 46.

The total length of this path is approximately 1 mile. The existing path was originally constructed in 1998 and overlaid in 2006. Since 2006 there have been no improvement to this path. The existing facility is an 8 ft wide asphalt path. This project would replace it with a 10 ft wide concrete path.

Cost: \$945,110 construction total; \$756,088 requested from TA

**City of Mapleton – Pedestrian Safety Improvements, Sunset Dr & Carlsbad Ave
Score: 16 pts**

The City of Mapleton is seeking funding to construct five raised crosswalks along two residential corridors. The first set of raised crosswalks are proposed along Sunset Dr. These would be installed at intersections and would connect to/from recently-constructed sidewalks & paths. The second set of raised crosswalks are proposed along Carlsbad Ave, which leads to Mapleton Elementary School. These would also be installed at intersections and would connect to sidewalks on both sides of the roadway.

The purpose of the raised crosswalks are to provide safe pedestrian crossings as well as reduce traffic speeds on these corridors.

Cost: \$653,000 construction total; \$528,472.90 requested from TA

Requested Action:

Policy Board approval of the attached Transportation Alternatives (TA) applications and associated scoring prior to submittal to NDDOT.

TA Project Evaluation - Rural Projects

2045 MTP Goal	TA Evaluation Criteria			Casselton - Governor's Dr Shared Use Path Phase 2		Cass Co (Kindred) - CR 15 Shared Use Path		Mapleton - Pedestrian Safety Improvements	
	Question	Evaluation instructions	Points	Points	Notes	Points	Notes	Points	Notes
System Safety	Is the project located where crashes involving a motor vehicle and a bicyclist or pedestrian have occurred within the past 10 years?	<i>Refer to most recent bicycle/pedestrian crash maps. Saved in TA folder.</i>	One crash: 5 pts Multiple crashes: 10 pts	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?	<i>Measure from outermost perimeter of school building.</i>	10	0	No public school located within 1/2 from project	10	Project is adjacent to Kindred Elementary	4	Two of five raised crosswalks within 0.25 mi from Mapleton Elementary
Travel Efficiency and Reliability	Does the project directly connect two existing bicycle and/or pedestrian facilities with a similar facility? OR	<i>Examples of similar facilities: shared use path connecting directly to shared use path(s), sidewalk connecting directly to sidewalk(s), bike lane connecting directly to bike lane(s)</i>	10	-	-	-	-	10	All crosswalks connect to a sidewalk or shared use path
	Does the project directly connect to an existing bicycle and/or pedestrian facility with a similar facility?		5	5	This is Phase 2 of a two phase project. Phase 1 is anticipated to be in-place first. However Phase 1 is not yet in-place.	5	Path connects to another shared use path at Kindred Main baseball field	-	-
	Is the project within a 1/4 mile of existing commercial AND multi-dwelling residential (3-plexes or greater) zoning districts?	<i>Per jurisdiction's zoning maps</i>	10	0	Within 1/4 mi of existing commercial but no multi-dwelling (3-plex or greater) nearby	10	Within 1/4 mi of both existing commercial and multi-dwelling (3-plex or greater)	2	One of the crosswalks is within 1/4 mi of both and multi-dwelling (3-plex or greater)
Walking and Bicycling	Is the project consistent with recommendations of a corridor, comprehensive, or other planning study?	-	10	10	Shown in 2022 FM Bike Ped Plan	5	2018 Cass Co Comp Plan, Cass Co Comp Highway & Bridge 5 Year Plan - 'need for improvements'	0	Not noted in any study.
Economic Development and Transportation Decisions	Does the project connect residential area(s) to commercial or industrial area(s)?	<i>Defer to Bicycle & Pedestrian Committee's judgement at time of scoring.</i>	10	10	While Phase 1 of the project is not yet in-place, by the time of this trail's constructed, it will connect residential areas to commercial & industrial areas	10	Project connects residential neighborhoods on east side of CR 15 to commercial/industrial areas on south side of town.	0	All crosswalks connect to the sidewalk & path network with connects residential areas to commercial/industrial areas
	Does the project provide a direct connection to a park or other recreation facility (i.e. swimming pool, skating rink, etc.)	<i>Direct connection refers to project adjoining property of park or recreation facility</i>	5	5	This project provides a direct connection to the Governors' Waterpark. While this waterpark is connected to the Days Inn, it is open to the public for use.	5	Proeject connects directly to ball fields and other sports fields.	0	Indirectly these crosswalks connect to parks and other recreation facilities
Total Points				30	-	45	-	16	-

**Casselton Application
Governor's Dr Shared Use Path**



Governor's Dr Shared Use Path

City of Casselton

Contact: Dylan Dunn, PE

Email: dylan.dunn@mooreengineeringinc.com

Phone Number: 701-551-1075



GOVERNOR'S DR SHARED USE PATH

Project Name

Governor's Dr Shared Use Path

Project Location

Along Governor's Dr / North Dakota Highway 18 from 37th Street SE to Cottonwood Dr, in Casselton.

Project Contact / Contact Person

The City of Casselton

Dylan Dunn from Moore Engineering representing the City of Casselton.

Address: 925 10th Ave E West Fargo, ND 58078

Phone: 701-551-1075

Email: Dylan.dunn@mooreengineeringinc.com

Project Sponsor

The City of Casselton

Sponsoring Official

Mayor Michael Faught

Address: 702 1st St N Casselton, ND

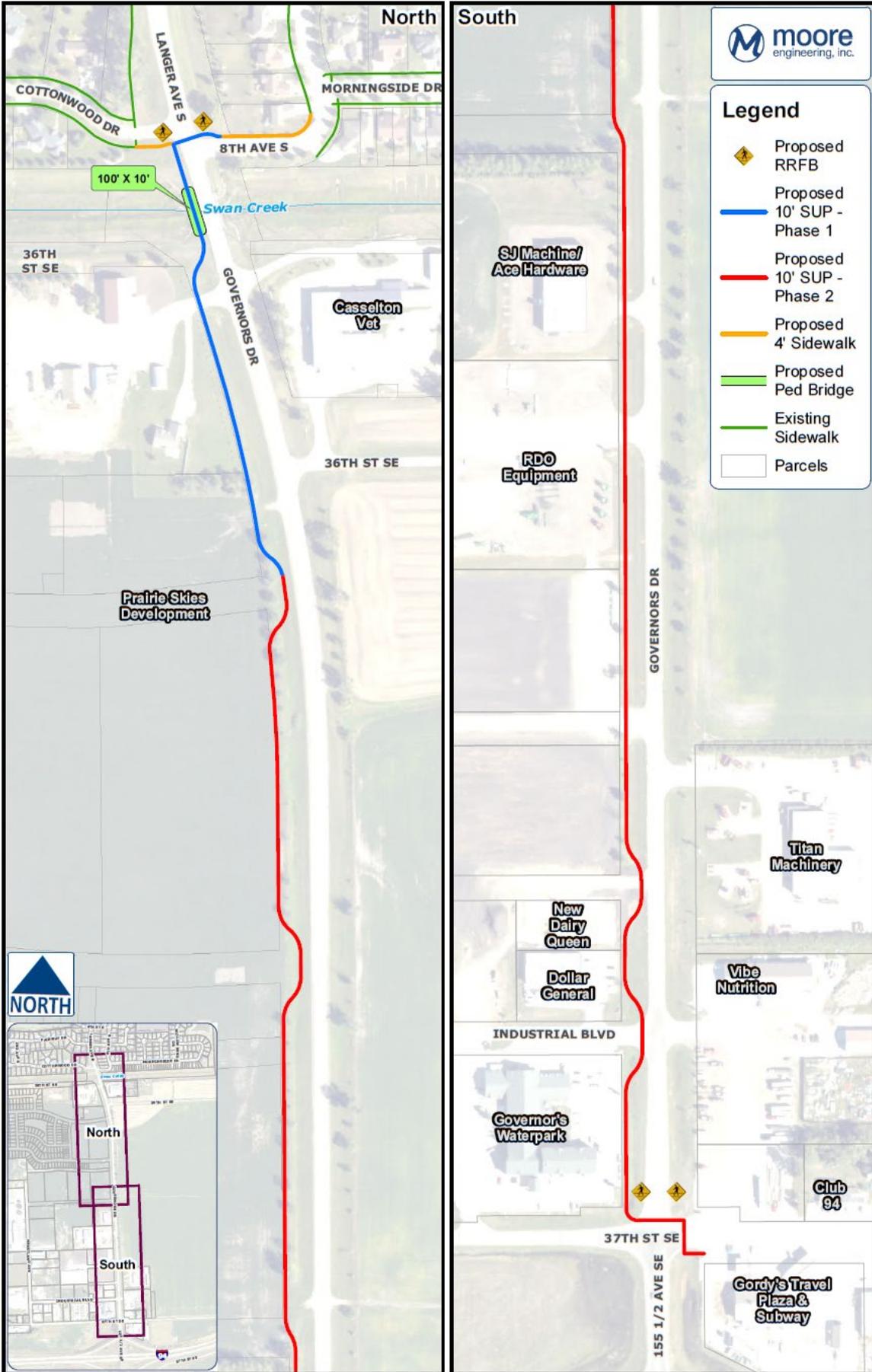
Phone: 701-388-3182

Email: forthepeople.casselton@gmail.com

Project Description

The Governor's Drive Shared Use Path will provide a safe and reliable connection between popular commercial destinations and growing residential subdivisions in the City of Casselton. The project will construct a 1.1-mile, 10'-wide concrete path that connects residential areas to new commercial destinations (e.g., Dairy Queen, Dollar General) and long-established ones (Governor's Inn & Waterpark, Gordy's Travel Plaza). Importantly, a recently completed, 185-home residential subdivision is located along the desired corridor, adding potential users and connecting the isolated development to the City's amenities. The project will therefore provide a safe and reliable non-motorized connection for young families and adolescents to access nearby businesses.

A conceptual route with auxiliary features is shown below. As shown, the City is considering splitting the project into two phases to lower the financial burden on Casselton's residents. Phase 1 received grant assistance from FHWA's Carbon Reduction Program. The present application is seeking Transportation Alternatives funding for Phase 2.



Project Cost

Estimated project construction cost: \$1,130,000

Federally Eligible (80.93%): \$914,509.00

What TA category best fits your project?

Category A: Construction of a on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990.

Supporting Data

The project route for the Governor's Drive Shared Use Path was initially identified in a Master Plan Study of shared use paths within the City of Casselton. Two recent developments have elevated the priority of this project and the City's sense of and urgency to complete it. First, a new Dairy Queen was developed along Governor's Drive in 2023. This has generated considerable pedestrian and bicycle traffic along the shoulder of the highway, particularly for young families and adolescents. Second, the 185-home Prairie Skies development was completed in 2023. This new development has only increased the need for a safe and reliable connection to the commercial destinations to the south.

Casselton recently completed a path project along 15th Avenue N. The City ultimately intends to use that project and the one proposed here to catalyze a broader initiative to create a shared use path network throughout Casselton. This project has received widespread support throughout the community. The Appendix below includes letters of support from MetroCOG, the School District, the Park District, and the local Dairy Queen.

Public Accessibility

The project corridor is along a State-owned highway, accessible to the public. The NDDOT will continue to own and maintain the highway. The City of Casselton will maintain the shared use path.

Matching Funds Provided by

The local share of matching funds will be provided by the City of Casselton. It is anticipated that Special Assessments will be used to fund the local share.

Will Right-of-Way for this Project be Needed?

The proposed project is planned within NDDOT or City owned Right-of-Way or parcels.

Maintenance of this Project will be Provided By

The City of Casselton Public Works Department will be responsible for providing maintenance of this project.

Environmental Impacts

Due to Federal funding on Phase One, an environmental document has been started, investigating environmental impacts. The environmental document will cover both phases of the project under one report.

- Land Use - No Impact
- Farmland - No Impact
- Social - positive impact through the extension of a livable, walkable community and encouragement of an active, healthy lifestyle
- Section 4(f) & (f) - No Impact
- Economic - positive impact connecting consumers to commercial destinations
- Relocations - No Impact
- Wetlands - Wetland Delineation complete, pending USACE review (*submitted 10/31*)
- Floodplain - No Impact
- Threatened or Endangered Species - No Impact confirmed by NDDOT Biologist
- Cultural Resources - No Impact confirmed by SHPO [Ref # 23-5706]
- Hazardous Waste - No Impact

Required Signatures

Contact Person:



Dylan Dunn, Project Engineer

Responsible Official:



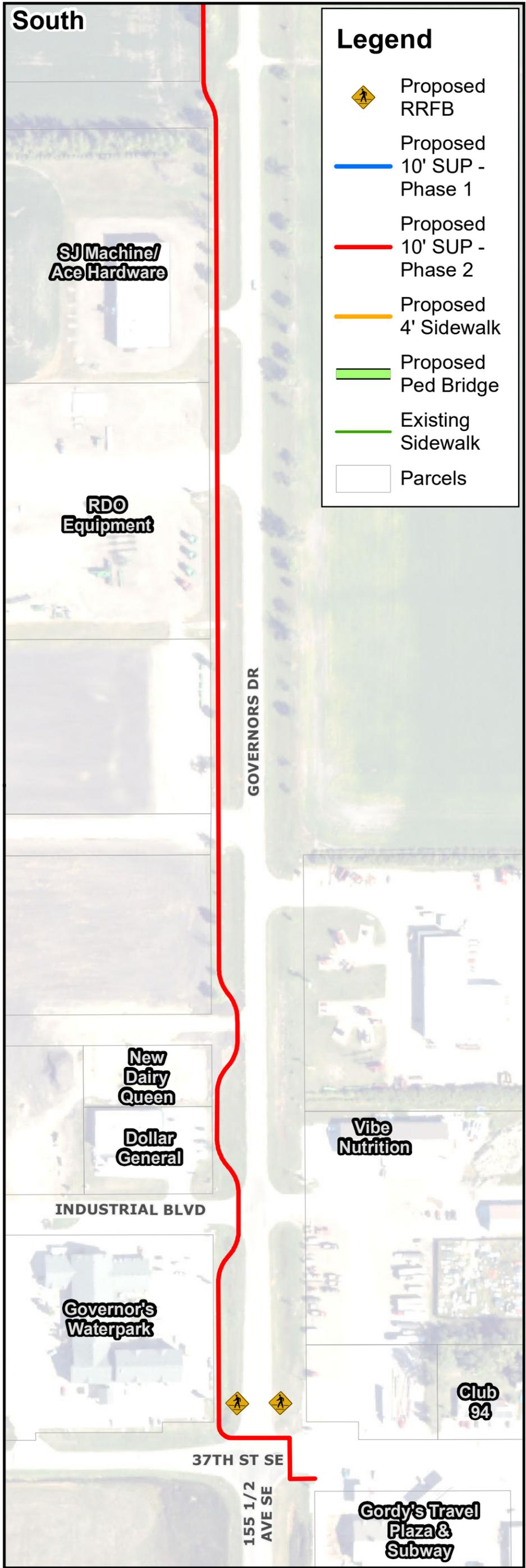
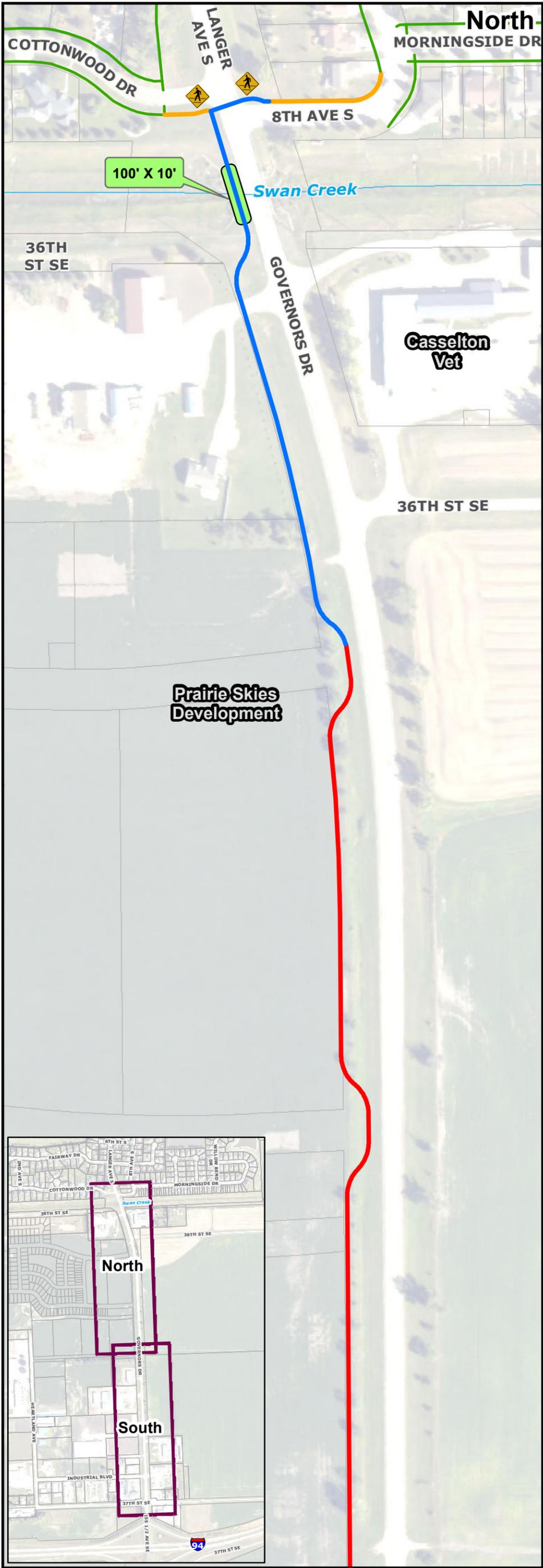
Michael Faught, Mayor

MPO Official:

Ben Griffin, Executive Director

Appendix

- Project General Layout
- Preliminary Cost Estimate
- Letters of Support

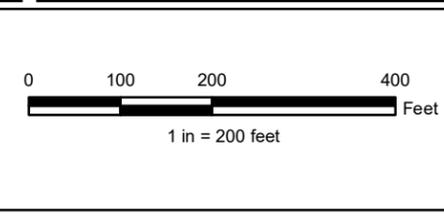
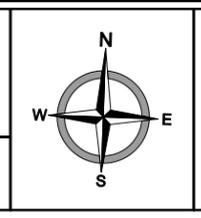


Legend

- Proposed RRFB
- Proposed 10' SUP - Phase 1
- Proposed 10' SUP - Phase 2
- Proposed 4' Sidewalk
- Proposed Ped Bridge
- Existing Sidewalk
- Parcels

GENERAL LAYOUT
GOVERNOR'S DRIVE SHARED USE PATH
CASSELTON, NORTH DAKOTA

Created By: TJS Date Created: 04/14/23 Date Saved: 07/06/23 Date Plotted: 01/27/16 Date Exported: 07/06/23
 Plotted By: Tanner Schmidt Parcel Date: 03/03/23 Aerial Image: 2022 County NAIP SIDS Elevation Data: Lidar
 Horizontal Datum: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet Vertical Datum: NAVD1988
 T:\Projects\230001\23049\23049_ProposedSUP.mxd





**PATH IMPROVEMENT DISTRICT NO. 2024-1
GOVERNOR'S DRIVE SHARED USE PATH - PHASE 2 (SOUTH)
CASSELTON, ND**

Engineer's Preliminary Opinion of Probable Cost

<i>BID ITEM NO. & DESCRIPTION</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>		<i>TOTAL</i>
1. Contract Bond	L SUM	1	\$	7,500.00	\$ 7,500.00
2. Mobilization	L SUM	1	\$	50,000.00	\$ 50,000.00
3. Embankment	L SUM	1	\$	40,000.00	\$ 40,000.00
4. Pavement Removal	SY	350	\$	25.00	\$ 8,750.00
5. Drainage Improvements	L SUM	1	\$	50,000.00	\$ 50,000.00
6. Sidewalk Concrete - 5"	SY	5000	\$	85.00	\$ 425,000.00
7. Detectable Warning Panel	SF	220	\$	70.00	\$ 15,400.00
8. Curb & Gutter	LF	250	\$	70.00	\$ 17,500.00
9. Asphalt Driveway 7"	TON	60	\$	400.00	\$ 24,000.00
10. Topsoil, Seeding, & Hydraulic Mulch	L SUM	1	\$	25,000.00	\$ 25,000.00
11. Striping (4 crossings)	L SUM	1	\$	35,000.00	\$ 35,000.00
12. RRFBs (1 crossing)	L SUM	1	\$	20,000.00	\$ 20,000.00
13. Traffic Control	L SUM	1	\$	10,000.00	\$ 10,000.00

Construction Subtotal	\$	728,150.00
Contingencies (~40%)	\$	295,100.00
Total Construction	\$	1,023,250.00
5% Inflation to 2026	\$	1,130,000.00
	80.93%	\$914,509.00

**Cass Co (Kindred) Application
County Rd 15 Shared Use Path**



Highway Department

Telephone: 701-298-2370

Fax: 701-298-2395

SMB-HWY@casscountynd.gov

12/6/23

Pam Wenger
Transportation Alternatives & Special Programs
NDDOT

Subject:

TA Application

Project Name:

Cass County Road 15 Shared Use Path

Project Location:

The East Side of County Road 15, from Kindred to State Hwy 46

Project Contact:

Cass County Highway Department

Contact Person:

Kyle Litchy
1201 Main Ave West
West Fargo, ND 58078
701-298-2380
litchyk@casscountynd.gov

Project Sponsor:

Cass County Commission

Sponsoring Official:

Jason Benon, PE, County Engineer
1201 Main Ave West
West Fargo, ND 58078
701-298-2370

Project Description:

Cass County Road 15 Shared Use Path is the planned reconstruction of an existing asphalt shared use path that is at the end of its life. The existing path connects State Highway 46 to Kindred Elementary School on the East side of Cass County Road 15. The existing path was originally constructed in 1998 and overlaid in 2006. Since 2006 there have been no improvements to this



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path, and it is showing major deterioration which is starting to cause safety concerns from residents. There were also no ADA compliant ramps installed with the original construction.

The reconstruction will include removing existing 8' wide asphalt path and replacing it in the same location with a 10' wide, 5" thick Concrete shared use path with ADA compliant ramps at intersections adjacent to Cass County Road 15, in Kindred ND. The Project runs North and South for approximately 5,500' along the east side of Cass County Road 15 from State Highway 46 (South) to the Kindred Elementary School (North). The North end of the project will connect into the existing sidewalk facilities throughout the City of Kindred. The South end of the project dead ends, however it will accommodate the subdivision south of State Highway 46 with access to Kindred by way of a path.

In the project area, Cass County Road 15 is a two lane rural section with 2 – 12' driving lanes and 2 – 6' shoulders. Currently there is a concrete sidewalk on west side of Cass County Road 15 from Dakota St to 53rd St SE, and an asphalt shared use path on the east side of Cass County Road 15 from the Kindred Elementary School to State Highway 46. There are two flashing crossings across Cass County Road 15, one at Spruce St and one at Elm St. However, there are no crossings from Elm St to State Highway 46. With the condition of the existing asphalt path pedestrians are starting to use the nicer concrete path on the west side.

This project most directly benefits subdivision south and east of Kindred, including Newport ridge, Woodlawn estates, and Evergreen lanes.

When the project is completed, it will greatly improve pedestrian connectivity from the south end to the north end of Kindred.

Project Cost:

The Project is estimated to have a total construction cost of \$945,110.00. See attachment 4 for the Engineers estimate.

- A. 80% Federal = \$756,088.00
- B. 20% Local = \$189,022.00
- C. The Preliminary Engineering and Construction Engineering will be done with Cass County forces, we will not be asking for any reimbursement for this portion of the project.

What TA category best fits your project?:

- A. Construction of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and**



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other safety-related infrastructure, and transportation projects to achieve compliance with Americans with Disabilities Act of 1990.

- B. Construction of infrastructure related projects that will substantially improve the ability of students to walk and bicycle to school.
- C. Construction of infrastructure related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
- D. Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users.
- E. Construction of turnouts, overlooks, and viewing areas.
- F. Community improvement activities, including:
 - Historic preservation and rehabilitation of historic transportation facilities that are continuing to, or upon rehabilitation, function for their intended transportation purpose;
 - Vegetation management practices in transportation rights of way to improve roadway safety, prevent against invasive species, and provide erosion control;
 - Archaeological activities relating to impacts from implementation of a transportation project; and
 - Streetscape improvements and corridor landscaping.
- G. Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:
 - Address storm water management, control and water pollution User prevention or abatement related to highway construction or due to highway runoff, including activities described in 23 U.S.C. 133(b)(11), 328(a), and 329; or
 - Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitat.

Supporting Data:

1. Is your project part of an identified recreation of transportation plan? If so, explain.

Yes. Two planning documents identify the need for this project.

- 1) The Cass County Comprehensive & Transportation Plan adopted in 2018 identifies the need for continued safety improvements and preservation to existing county facilities.
- 2) The Cass County Comprehensive Highway & Bridge 5 Year Plan from 2024-2028



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identifies the mission as stated “To provide and maintain an efficient, safe, environmentally responsible, and cost-effective county road system that effectively meets the citizen’s needs for personal mobility and the movement of freight consistent with the importance of the economy.”

2. Is your project tied to another project? If so, please explain.

No, this is a standalone project.

3. How does your project fit with similar projects in your community and/or region?

This project will connect with other sidewalks through the City of Kindred, as well as connect existing and future subdivision south of town in this growing community. 10ft wide shared use pathways along county arterials are common practice for Cass County through urban and rural cities.

4. Provide documentation of governmental agencies that are in support of this project.

Also, please provide documentation of support, if any, from general public, other groups, and organizations.

This project was endorsed by partner agencies and organizations with an interest in promoting safe transportation alternatives in Cass County, such as the City of Kindred and the Kindred Parks District.

Public Accessibility:

Cass County will be the owner of the project once completed and the public will have access to path at all times. Cass County also works with the City of Kindred during winter months to clear snow to keep path accessible.

Matching Funds Provided By:

Cass County.

Will Right of Way for this Project be Needed?

No.

Maintenance of this Project Will Be Provided By:

Cass County will take care of any path maintenance, and City of Kindred will take care of clearing snow during winter months.

Environmental Impacts:



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SMB-HWY@casscountynd.gov

- **Land Use - Describe changes or potential changes this project will have upon land use in the vicinity.**
This project enhances existing land uses in the vicinity by providing for increased transportation choices between the City's newest housing development, the schools, commercial zones, and the old town area. Increased multi-modal infrastructure and transportation choices are proven to foster higher land values and promote the highest and best uses of undeveloped and underdeveloped land.
- **Farmland - If any farmlands are to be used for this project, identify what their present usage is.**
N/A
- **Social - Describe the project's impact upon the neighborhood and community.**
Increasing choices for walking and biking to schools and amenities has broad social benefits. In particular, this project has 1) public health benefits as it expands the network in which one can walk or bike, and 2) promotes equity by enhancing transportation options to access services for those who cannot drive a car.
- **Section 4(f) & 6(f) - Are there any impacts to Section 4(f) or Section 6(f) properties?**
No.
- **Economic - Describe the project's economic impact.**
This project creates opportunities for residents to safely access commercial amenities without having to drive, as the pathway directly connects the Kindred School District and Kindred Parks facilities to residential developments south of town. The economic impact of this is threefold:
 1. The project will make city amenities more accessible, promoting equity and choice.
 2. Public investment in facilities that foster more walkable communities increases land value, thus promoting higher quality development.
 3. Enhanced the City's sustainability through a balanced transportation system, which will lessen the maintenance costs on other facilities.
- **Relocation - Will this project require the displacement of any people or businesses?**
No.
- **Wetlands - Will this project result in fill material being placed in any wetlands?**
No.
- **Floodplain - Is this project within a floodplain?**
No.



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- **Threatened or Endangered Species - Are there any threatened or endangered species in the project vicinity?**
No.
- **Cultural Resources - Are there any properties on or eligible to be on the National Register of Historic Places in the project vicinity?**
No.
- **Hazardous Waste - Are there any hazardous waste sites in the area?**
No.

Required Signatures and Dates:



Highway Department

Telephone: 701-298-2370

Fax: 701-298-2395

SMB-HWY@casscountynd.gov

Kyle Litchy

Digitally signed by Kyle Litchy
DN: G=US, E=litchyk@casscountynd.gov,
O=Cass County, OU=Highway Department,
CN=Kyle Litchy
Date: 2023.12.07 14:58:14-06'00'

Contact Person:

12/6/23

Date:

Responsible Official:

12/6/23

Date:

MPO Official:

Date:

Attachments:



Highway Department

Telephone: 701-298-2370

Fax: 701-298-2395

SMB-HWY@casscountynd.gov

1. Attachment No. 1 – Project Location Map
2. Attachment No. 2 – Proposed Typical Section
3. Attachment No. 3 – Engineer’s Opinion of Probable Cost
4. Attachment No. 4 – Letters of Support



Esri Community Maps Contributors, County of Cass, ND, State of North Dakota, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatasysteisen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Cass County Road 15 Shared Use Path

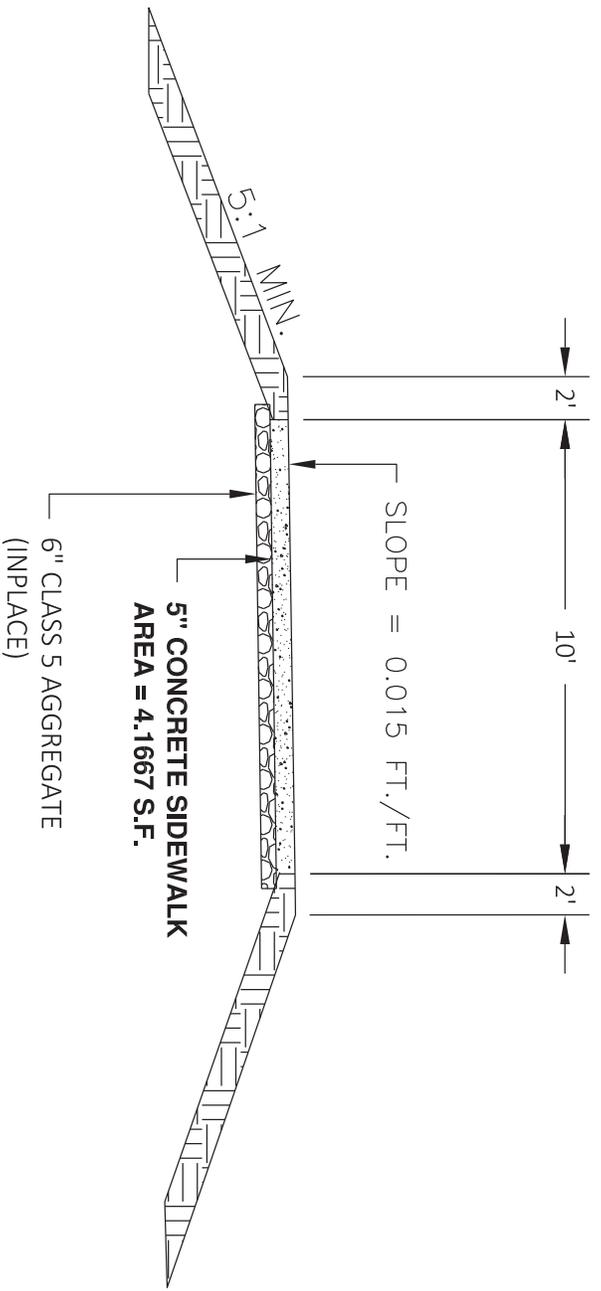
Date: 10/12/2023

Cass County Government



This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

STATE	PROJECT NUMBER	SECTION	SHEET
N.D.	CASS COUNTY ROAD 15 SHARED USE PATH	NO.	NO.
		30	1



CASS COUNTY HIGHWAY DEPARTMENT
 CASS COUNTY ROAD 15 SHARED USE PATH
 TYPICAL SECTION

CASS COUNTY HIGHWAY DEPARTMENT									
TA GRANT APPLICATION									
GRADING, CEMENT TREATED BASE, & AGGREGATE SURFACING									
KINDRED, ND SHARED USE PATH									
ITEM	SPEC NO.	CODE NO.	DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT COST	TOTAL	ENGINEER'S ESTIMATE	
1	103	100	CONTRACT BOND	L SUM	1	\$15,000.00	\$15,000.00		
2	202	114	REMOVAL OF CONCRETE PAVEMENT	SY	75	\$30.00	\$2,250.00		
3	202	132	REMOVAL OF BITUMINOUS SURFACING	SY	5,000	\$30.00	\$150,000.00		
4	202	170	REMOVAL OF PIPES ALL TYPES & SIZES	LF	84	\$40.00	\$3,360.00		
5	203	125	REMOVE & SALVAGE TOPSOIL	CY	750	\$10.00	\$7,500.00		
6	251	300	SEEDING CLASS III	ACRE	1.25	\$1,200.00	\$1,500.00		
7	253	201	HYDRAULIC MULCH	ACRE	1.25	\$1,200.00	\$1,500.00		
8	261	112	FIBER ROLL 12IN	LF	200	\$5.00	\$1,000.00		
9	302	407	RESHAPE AGGREGATE BASE COURSE	STA	550	\$250.00	\$137,500.00		
10	430	500	COMMERCIAL GRADE HOT MIX ASPHALT	TON	150	\$200.00	\$30,000.00		
11	702	100	MOBILIZATION	L SUM	1	\$50,000.00	\$50,000.00		
12	704	1000	TRAFFIC CONTROL SIGNS	UNIT	500	\$8.00	\$4,000.00		
13	704	1054	SIDEWALK BARRICADE	EA	10	\$50.00	\$500.00		
14	704	1060	DELINIATER DRUMS	EA	40	\$30.00	\$1,200.00		
15	714	5200	PIPE CORR STEEL .079IN 24IN	LF	84	\$75.00	\$6,300.00		
16	714	5820	END SECT CORR STEEL .064IN 24IN	EA	6	\$300.00	\$1,800.00		
17	750	120	SIDEWALK CONCRETE 5IN REINF	SY	6,150	\$80.00	\$492,000.00		
18	750	1016	DRIVEWAY CONCRETE 6IN REINFORCED	SY	250	\$130.00	\$32,500.00		
19	750	2115	DETECTABLE WARNING PANELS	SF	120	\$60.00	\$7,200.00		
						TOTAL =	\$945,110.00		

20% LOCAL SHARE= \$189,022.00

80% FEDERAL SHARE= \$756,088.00

**Mapleton Application
Pedestrian Safety Improvements**

City of Mapleton, North Dakota



Pedestrian Safety Improvements Sunset Drive & Carlsbad Avenue

*North Dakota Department of Transportation
Transportation Alternative Program (TAP)*

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1. Project Name

Pedestrian Safety Improvements
Sunset Drive and Carlsbad Avenue Speed Tables

2. Project Location

The City of Mapleton is located in the central region of Cass County, North Dakota in Sections 1 and 6, Township 139N, and Range 51W and Sections 36 and 31, Township 140N and Range 50W. Mapleton is served by Interstate 94 and is located approximately 10 miles west of West Fargo, ND and 10 miles east of Casselton, ND. A state and county map can be found in Appendix A.

3. Project Contact

Andrew Draeger, Mayor
(701) 282-6992
adraeger@meridianseeds.com
City of Mapleton
PO Box 9
651 2nd St
Mapleton, ND 58059

4. Contact Person

Brandon Oye, City Engineer
(701) 282-4962
brandon.oye@mooreengineeringinc.com
Moore Engineering, Inc.
925 10th Avenue East
West Fargo, ND 58078

5. Project Sponsor

City of Mapleton
PO Box 9
651 2nd St
Mapleton, ND 58059

6. Sponsoring Official

Andrew Draeger, Mayor
(701) 282-6992
adraeger@meridianseeds.com
City of Mapleton
PO Box 9
651 2nd St
Mapleton, ND 58059

7. Project Background

The City of Mapleton is currently studying the cost and scope of improving the safety of pedestrians that use the City's sidewalks and shared-use path network. The City has received numerous complaints regarding pedestrian safety issues involving vehicles throughout town. The complaints received have been concentrated around the Ashmoor Glen 1st Addition neighborhood on Sunset Drive and around the Mapleton Elementary School on 1st St and the adjacent Carlsbad Avenue.

Sunset Drive is a local residential roadway that also serves as the only access to the adjacent Maple River Golf Course. As a result, the road sees significant traffic during the summer months. Sunrise Drive currently has sidewalks, however there are no safe and

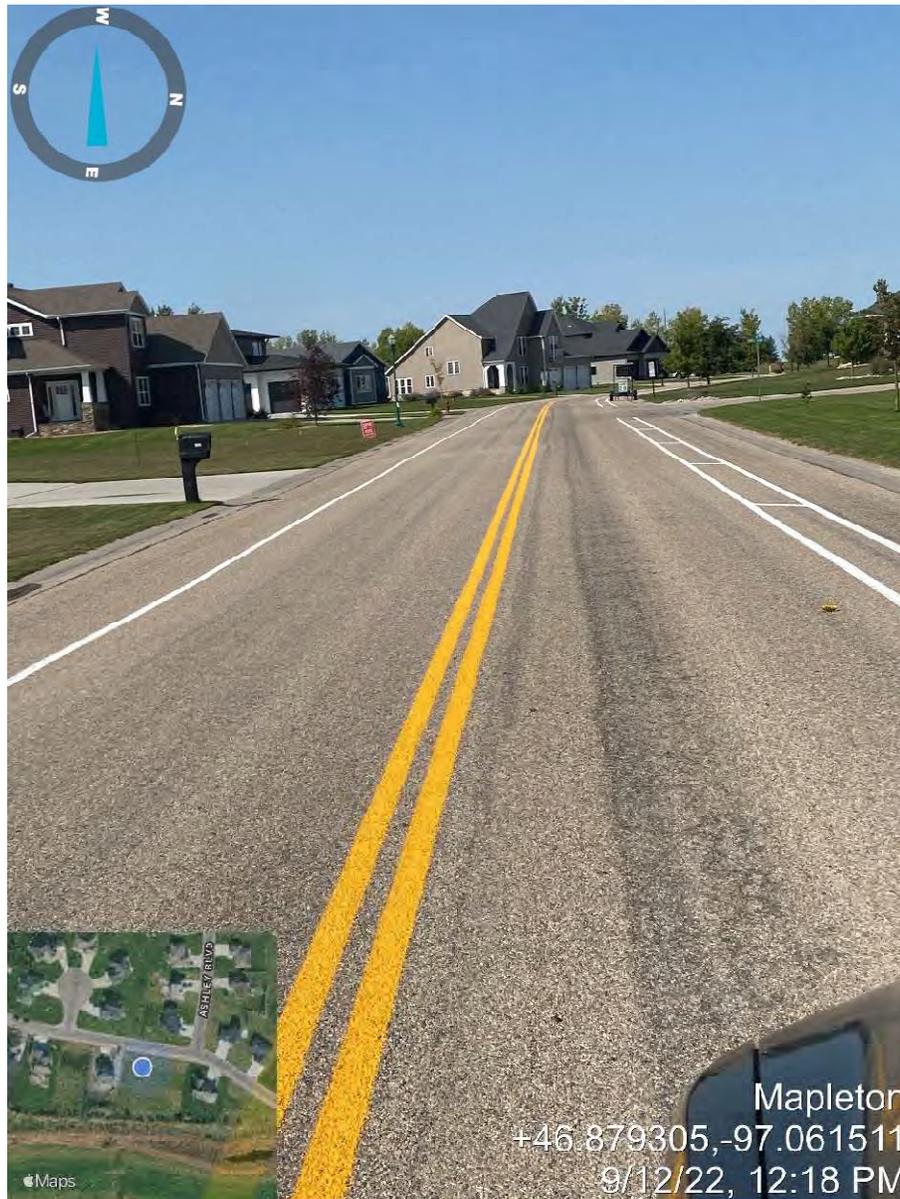


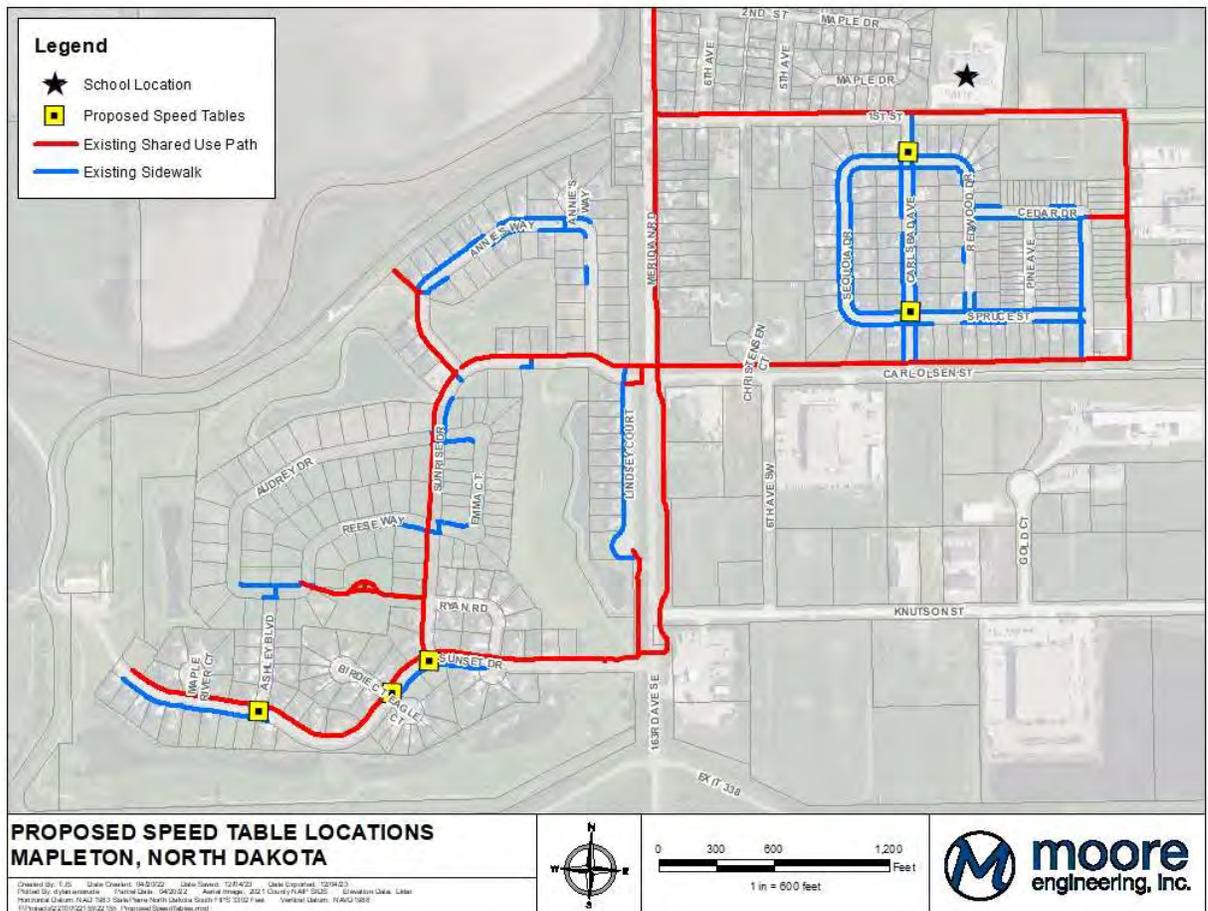
Figure 1: Sunset Drive - Existing Striping

designated locations for pedestrians to cross Sunset Drive, partly due to high vehicle speeds, and partly due to the existing bike lane within the street. While there haven't yet been any pedestrian accidents involving vehicles, there have been close calls, and the City is focused on providing a safe alternative before an accident takes place. The City has engaged the Cass County Sheriff's Office for additional patrols and mobile radar speed enforcement, but are limited by available resources.

Carlsbad Avenue is another local residential roadway within close proximity to the elementary school. Carlsbad Avenue serves as the main thoroughfare in the Meridian Grove neighborhood and is a busy pedestrian corridor for parents and children traveling to and from the elementary school. While there is an established sidewalk network in this neighborhood, pedestrians have trouble safely crossing the street due to the vehicle traffic.

8. Project Description

The proposed project includes installing concrete speed tables at strategic locations along Sunset Drive and Carlsbad Avenue. The speed tables will provide safe locations for pedestrians to cross both Sunset Drive and Carlsbad Avenue at critical pedestrian nodes and force traveling vehicles to reduce their speed, further increasing the safety of



pedestrians. The Public Works Department has been consulted about the proposed speed

tables, and it has been noted that the speed tables will not conflict with snow removal or street cleaning equipment. A map showing preliminary locations for the speed tables is below and can also be found in Appendix A.

9. Project Cost

The costs for the proposed improvements are outlined in the Engineer's Opinion of Probable Cost which can be found in Appendix B. The total eligible construction cost for the proposed shared-use path improvements is \$653,000 adjusted for inflation to fiscal year 2026. The City of Mapleton is requesting the maximum allowable financial participation amount of \$528,472.90.

The Engineer's Opinion of Probable Cost was prepared by:
Dylan Ensrude, PE - Assistant City Engineer
(701) 282-4962

dylan.ensrude@mooreengineeringinc.com

Moore Engineering, Inc.
925 10th Avenue East
West Fargo, ND 58078

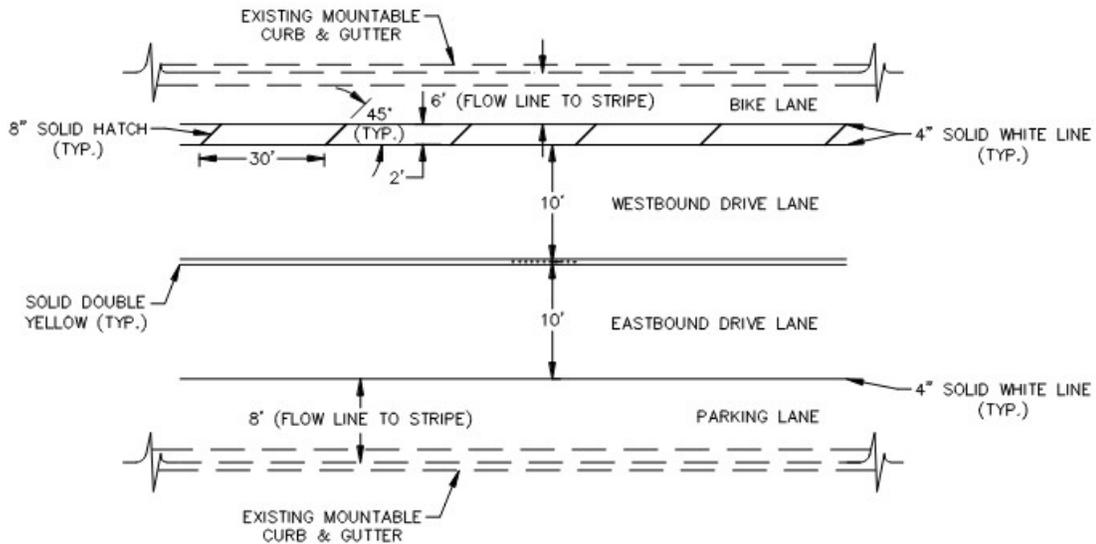
10. TAP Category Best Fits Proposed Project

"A" - Construction of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrians and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990.

11. Supporting Data

The proposed project is intended to bolster the City's existing shared-use path and sidewalk network by providing additional safety measures for pedestrians. The City is extremely proactive when it comes to maintaining and improving infrastructure to build a stronger community. The proposed safety improvements are a crucial part to the City's overall improvement plan. The Public Works department currently maintains one speed table on 1st Street near the school, and is comfortable taking on the maintenance of the additional speed tables.

The proposed speed tables on Sunset Drive tie together with a project completed in the Fall of 2023 that installed sidewalks on both sides of Sunset Drive, and eliminated the existing pedestrian space within the roadway. The sidewalk project established an ADA compliant route along Sunset Drive, with ramps at crossing locations. These crossing locations would be modified to accommodate the speed tables. Additionally, the existing striping on Sunset Drive has been updated per Figure 2 below in an effort to slow down traffic.



SUNSET DRIVE STRIPING

NO SCALE

Figure 2: Existing Striping - Sunset Drive

The proposed project will smoothly integrate within the similar completed projects within the City. Over the past several years, the City of Mapleton has worked diligently to provide the residents with a safe and ubiquitous pedestrian path and sidewalk network. As the City has continued to grow, so has the traffic volume and the need to increase the safety of the existing pedestrian routes. The City of Mapleton's rapid growth is exciting, but brings with it many challenges, that include a financial burden that many existing residents are unable to handle. This grant will help the City keep up with many of the needs that a growing community experiences.

Previously, the City of Mapleton has collaborated with Cass County on multiple projects to install shared-use paths along Meridian Road, which is also Cass County Road 11, the most recent of which was constructed this summer. These projects were completed in order to provide a safe pedestrian route along the county highway as part of an overall plan which provides a pedestrian route between the City's park system, school system, and other destinations within the city that are frequently accessed.

12. Public Accessibility

The owner of the proposed shared-use path improvement project will be the City of Mapleton. The proposed improvements will be exclusively provided for and accessible by the public.

13. Matching Funds Provided By

- 13.1. Finance construction costs by Improvement and Revenue Bonds or Bank of North Dakota Infrastructure Loan Fund
- 13.2. Repayment by Cash on Hand

14. Right-of-Way Needed

No additional right-of-way will be needed. All proposed improvements will be located in existing street right-of-way.

15. Maintenance of This Project will be provided by

City of Mapleton
Tom Pederson, Public Works Director
701-630-1821
PO Box 9
651 2nd St
Mapleton, ND 58059

16. Environmental Impacts

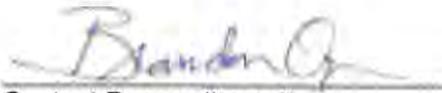
- 16.1. Land Use: No changes or potential changes regarding land use in the vicinity will take place with this project.
- 16.2. Farmland: No farmlands are to be used for this project.
- 16.3. Social: By completing the proposed project, which includes improving pedestrian safety throughout the community, this will strengthen the bond within the community, increase community involvement and offer more access possibilities to different areas of the growing city. The use of safe shared-use paths and sidewalk networks encourage the use of the City's parks, recreation areas, and generate a welcoming environment for new and current residents.
- 16.4. Economic: As surrounding cities become established and options for new home building decreases in those areas, Mapleton is determined to provide an accommodating community with similar recreational features and safe access throughout their shared-use paths and sidewalk networks. New businesses will develop to accommodate the future growth and will also entice new residents to become established in the City.
- 16.5. Relocation: The proposed project will not require any relocation or displacement of and people or businesses.

- 16.6. Wetlands: The proposed project will not result in fill material being placed in any known wetlands.
- 16.7. Floodplain: The proposed project is not within a flood plain.
- 16.8. Threatened or Endangered Species: There are no threatened or endangered species known to be in the project vicinity.
- 16.9. Cultural Resources: There are no properties on or eligible to be on the National Register of Historic Places in the project vicinity.
- 16.10. Hazardous Waste: There are no hazardous waste sites known to be located in the proposed project area.

17. Signatures



Project Contact (Item 3)
Andrew Draeger, Mayor
City of Mapleton



Contact Person (Item 4)
Brandon Oye, City Engineer
Moore Engineering, Inc.



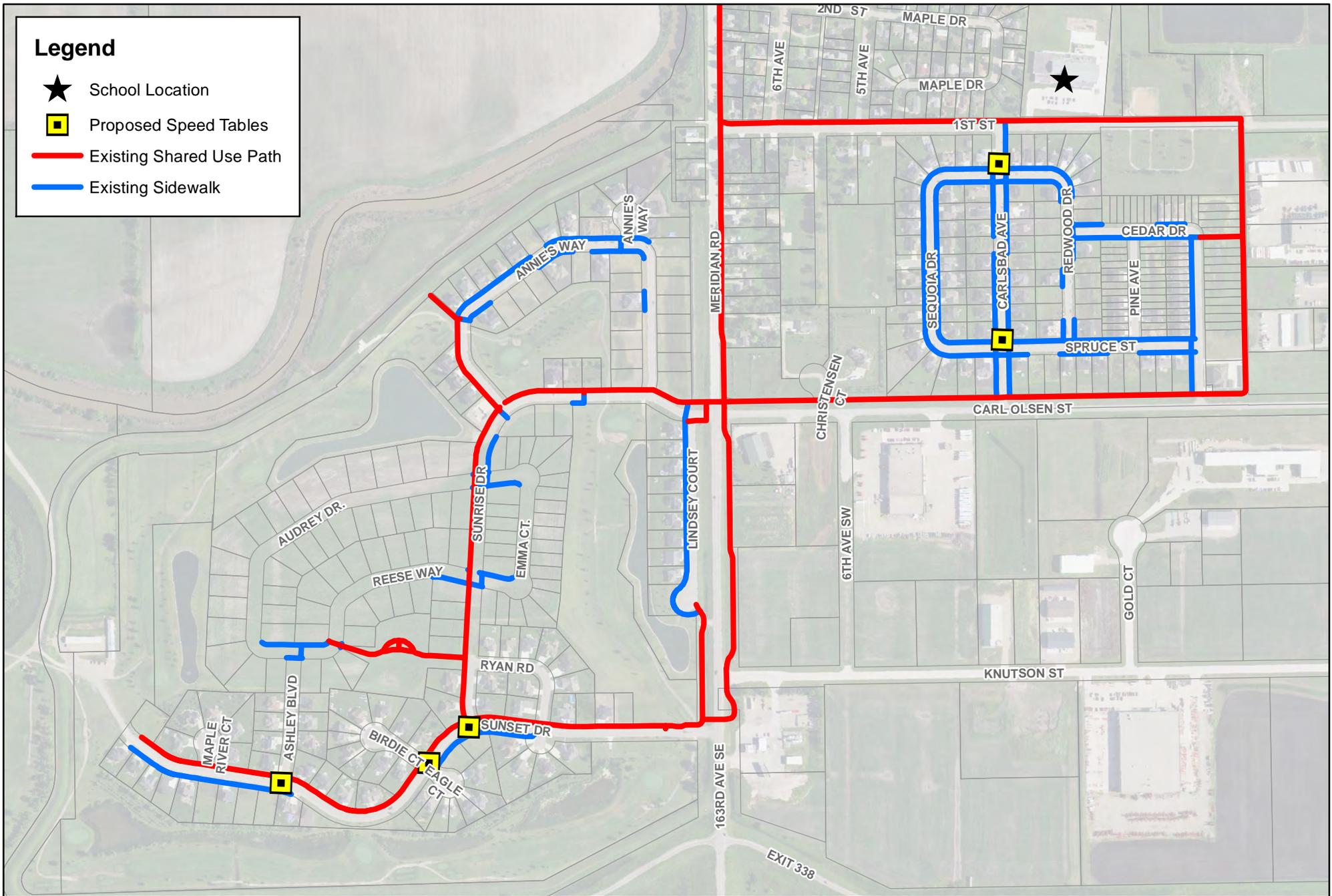
MPO Director
Ben Griffith, Executive Director
F-M Metropolitan Council of Governments

18. Attachments

Appendix A: Maps

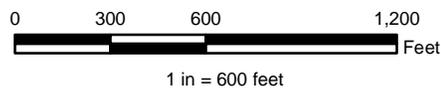
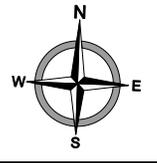
Legend

- ★ School Location
- ▣ Proposed Speed Tables
- Existing Shared Use Path
- Existing Sidewalk



PROPOSED SPEED TABLE LOCATIONS MAPLETON, NORTH DAKOTA

Created By: TJS Date Created: 04/20/22 Date Saved: 12/04/23 Date Exported: 12/04/23
 Plotted By: dylan.ensrude Parcel Date: 04/20/22 Aerial Image: 2021 County NAIP SIDS Elevation Data: Lidar
 Horizontal Datum: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet Vertical Datum: NAVD1988
 T:\Projects\22100\22155\22155_ProposedSpeedTables.mxd



Appendix B: Project Cost

**PEDESTRIAN SAFETY IMPROVEMENTS
SUNSET DRIVE AND CARLSBAD AVENUE SPEED TABLES
MAPLETON, NORTH DAKOTA**

Engineer's Preliminary Opinion of Probable Cost

<i>BID ITEM NO. & DESCRIPTION</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL</i>
<u>Base Bid</u>				
1. Mobilization	LSUM	1	\$44,000.00	\$44,000.00
2. Removal of Curb and Gutter	LF	400	\$22.00	\$8,800.00
3. Removal of Bituminous Surfacing	SY	980	\$11.00	\$10,780.00
4. Storm Sewer - 15In	LF	200	\$88.00	\$17,600.00
5. Storm Sewer - 18In	LF	90	\$110.00	\$9,900.00
6. Inlet - Type 2	EA	8	\$5,500.00	\$44,000.00
7. Concrete Speed Table	EA	5	\$33,000.00	\$165,000.00
8. Curb Ramp	SY	50	\$110.00	\$5,500.00
9. Curb & Gutter - Type 1	LF	400	\$82.50	\$33,000.00
10. Detectable Warning Panels	SF	64	\$55.00	\$3,520.00
11. Geotextile Fabric	SY	387	\$5.50	\$2,126.67
12. Aggregate Base Course - CI5	SY	340	\$55.00	\$18,700.00
13. Superpave FAA42	TON	160	\$192.50	\$30,800.00
14. Striping	L SUM	1	\$3,300.00	\$3,300.00
15. Signing	L SUM	1	\$3,300.00	\$3,300.00
16. Traffic Control	L SUM	1	\$8,250.00	\$8,250.00
17. Turf Establishment	L SUM	1	\$5,500.00	\$5,500.00

Construction Subtotal	\$414,076.67
Contingencies	\$166,437.96
TOTAL CONSTRUCTION	\$580,514.62
TOTAL CONSTRUCTION (FY2026)	\$653,000.00
Non-Construction Costs	\$155,000.00
Non-Construction Costs (FY2026)	\$177,000.00
TOTAL PROJECT COST (FY2026)	\$830,000.00

<u>Eligible Construction:</u>	
<i>Federal Share (80.93%)</i>	\$528,472.90
<i>Local Share (19.07%)</i>	\$124,527.10

<u>Non-Participating:</u>	
Local Share (Non-Construction)	\$177,000.00

Note: Inflation was calculated using a 4% inflation rate per year to the year 2026.

To: Policy Board members
From: Ben Griffith, AICP, Executive Director
Date: December 5, 2023
Re: **Accounting Services Contract Addendum**

In December of 2022, the Policy Board approved the contract for accounting services to be provided by Balance Tax and Accounting for 2023. An addendum to the contract allowed Metro COG to extend that contract for three years (2024-2026) with the approval of the attached Contract Addendum. The addendum outlines accounting services to be provided for a monthly fee of \$1,500 for 2024, with an increase not to exceed 5% in subsequent years. Both parties also agree to a fee adjustment if the scope of work changes significantly.

Metro COG staff has been very pleased with Balance. Christy Eickhoff is our staff accountant and is great to work with; she understands the special needs of our organization. Balance played a significant role in our 2022 financial audit by Brady Martz & Associates, and no doubt will do so again. Christy also played a crucial role in helping to secure a just-announced increase in Metro COG's NDDOT Indirect Cost Rate to 100.6376%.

At their regularly scheduled meeting on December 4, the Executive Committee unanimously recommended the Policy Board authorize the Executive Director to execute the attached Contract Addendum for Accounting Services from Balance Tax and Accounting.

Requested Action: Authorize the Executive Director to execute the attached Contract Addendum for Accounting Services from Balance Tax and Accounting.

2023 Contract Addendum for Accounting Services between Fargo-Moorhead Metro Council of Governments and Balance Tax and Accounting

Project:	Accounting Services Balance Tax and Accounting
Client:	Fargo-Moorhead Metropolitan Council of Governments
Purpose of Addendum:	To extend services identified in the 2023 contract through 2026

Background and Scope of Services

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) entered into contract with Balance Tax and Accounting on January 21, 2023 for the completion of accounting services. The contract states: "Metro COG may choose to extend this contract for Accounting Services for up to an additional three (3) years (2024-2026). Any such agreement shall be set forth in writing in an Addendum and shall be executed by the respective parties prior to Consultant's performance of any services thereunder."

At their December 4, 2023 meeting, Metro COG's Executive Committee recommended authorizing the Executive Director, Ben Griffith, to enter into a three-year contract extension with Balance Tax and Accounting to carry out accounting services as documented in the 2023 contract and listed below:

- Record and post journals to the general ledger and maintain all sub-ledgers
- Post earnings records to the general ledger
- Reconcile accounts on a monthly basis
- Prepare financial statements/reports on a monthly basis & quarterly basis as requested by the Executive Director
- Prepare state and federal financial reports as needed
- Assist in developing cost allocation plans and indirect rates as necessary for North Dakota Department of Transportation
- Assist in year-end audit coordination with audit firm

Fee

The fee for the above proposed services will be fixed \$1,500 per month for 2024 with an increase not to exceed 5% in subsequent years. Both parties agree that if the scope of work changes significantly from the original proposal, a fee adjustment will be necessary.

Contract Terms & Conditions

Metro COG hereby authorizes, and Balance Tax and Accounting hereby agrees to the above-described Addendum for additional services described herein, to be completed under the same Terms & Conditions of the original 2023 agreement signed by both parties and approved by the Metro COG Policy Board on December 21, 2023.

Metro COG Authorization:

Consultant:

Signature: _____

Signature: _____

Name (printed): Ben Griffith

Name (printed): _____

Title: Executive Director

Title: _____

Date: December 21, 2023

Date: _____



To: Policy Board members
From: Ben Griffith, AICP, Executive Director
Date: December 5, 2023
Re: **Metro COG 2024 Public Meeting Schedule**

At the end of each year, the Executive Director presents a proposed public meeting schedule for the upcoming year. The attached schedule presents meeting dates for the Transportation Technical Committee (TTC) and Policy Board, as well as a listing of Metro COG holidays for 2024. For the upcoming year, there are no meeting conflicts with any public holidays.

At their regularly scheduled meeting on December 4, the Executive Committee unanimously recommend the Policy Board adopt the proposed 2024 Public Meeting Schedule for Metro COG.

Requested Actions: Approval of 2024 Metro COG Public Meeting Schedule.



FM REGIONAL TRANSPORTATION PLANNING ORGANIZATION

2024 Metro COG Public Meeting Schedule

Transportation Technical Committee 10:00 AM		Metro COG Policy Board 4:00 PM	
January	11	January	18
February	8	February	15
March	14	March	21
April	11	April	18
May	9	May	16
June	13	June	20
July	11	July	18
August	8	August	15
September	12	September	19
October	10	October	17
November	14	November	21
December	12	December	19

Observed 2024 Federal Holidays

Date	Federal Holiday	Day of the Week
January 1	New Year's Day	Monday
February 19	Presidents' Day	Monday
May 27	Memorial Day	Monday
July 4	Independence Day	Thursday
September 2	Labor Day	Monday
November 11	Veterans Day	Monday
November 28	Thanksgiving Day	Thursday
December 24	Christmas Eve	Tuesday (Half Day)
December 25	Christmas Day	Wednesday

Metro COG is committed to ensuring all individuals regardless of race, color, sex, age, national origin, disability, sexual orientation, and 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 Office Manager 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.

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

A PLANNING ORGANIZATION SERVING

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

To: Policy Board members
From: Chuck Hendrickson, Policy Board Chair
Date: December 5, 2023
Re: **6-Month Performance Evaluation of Executive Director**

November 8 marked the end of Mr. Griffith's 6-month probationary period since his hiring as Executive Director. At the November 6 meeting of the Executive Committee, the Committee members were provided review forms to provide comments and forward to the Chair.

At the December 4 meeting, the Executive Committee conducted a review of Mr. Griffith's performance, which was very favorable. While not discussed by the Committee, as Chair, I feel that a salary step increase commensurate with the Executive Director's salary grade is warranted.

Requested Action: Concur with the Executive Committee's findings and approve the Executive Director's 6-month performance evaluation, along with the Chair's recommendation of a salary step increase.

To: Policy Board
From: Paul Bervik
Date: December 15, 2023
Re: **Approval of Proposed HSIP Projects**

The North Dakota Department of Transportation (NDDOT) recently solicited applications for annual Highway Safety Improvement Program (HSIP) grants. HSIP is a core Federal-aid program with the purpose to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-State-owned roads and roads on tribal land.

All applicants with projects within Metro COG's planning area are required to submit their applications to Metro COG for review and approval by Metro COG's Policy Board. Four applications were submitted.

HSIP Projects

- West Fargo – Proposed roundabout and intersection improvements to 9th Street West and 52nd Avenue West Intersection
- Fargo – Auxiliary Lane on southbound 45th Street at I-94 interchange.
- Fargo – Restricted Crossing U-Turn (RCUT) at intersection of 52nd Avenue South and 27th Street.
- Fargo – Pedestrian safety and ADA improvements by University Drive and 24th/25th Avenue South.

See attached applications for more information on each proposed project.

Requested Action:
Policy Board approval of the North Dakota HSIP applications as seen in the attachments.

HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) PROJECT APPLICATION

North Dakota Department of Transportation, Programming
SFN 59959 (3-2023)

**23 USC § 407 Documents
NDDOT Reserves All Objections**

Please attach a location map(s). You may use additional sheets to further describe your project.

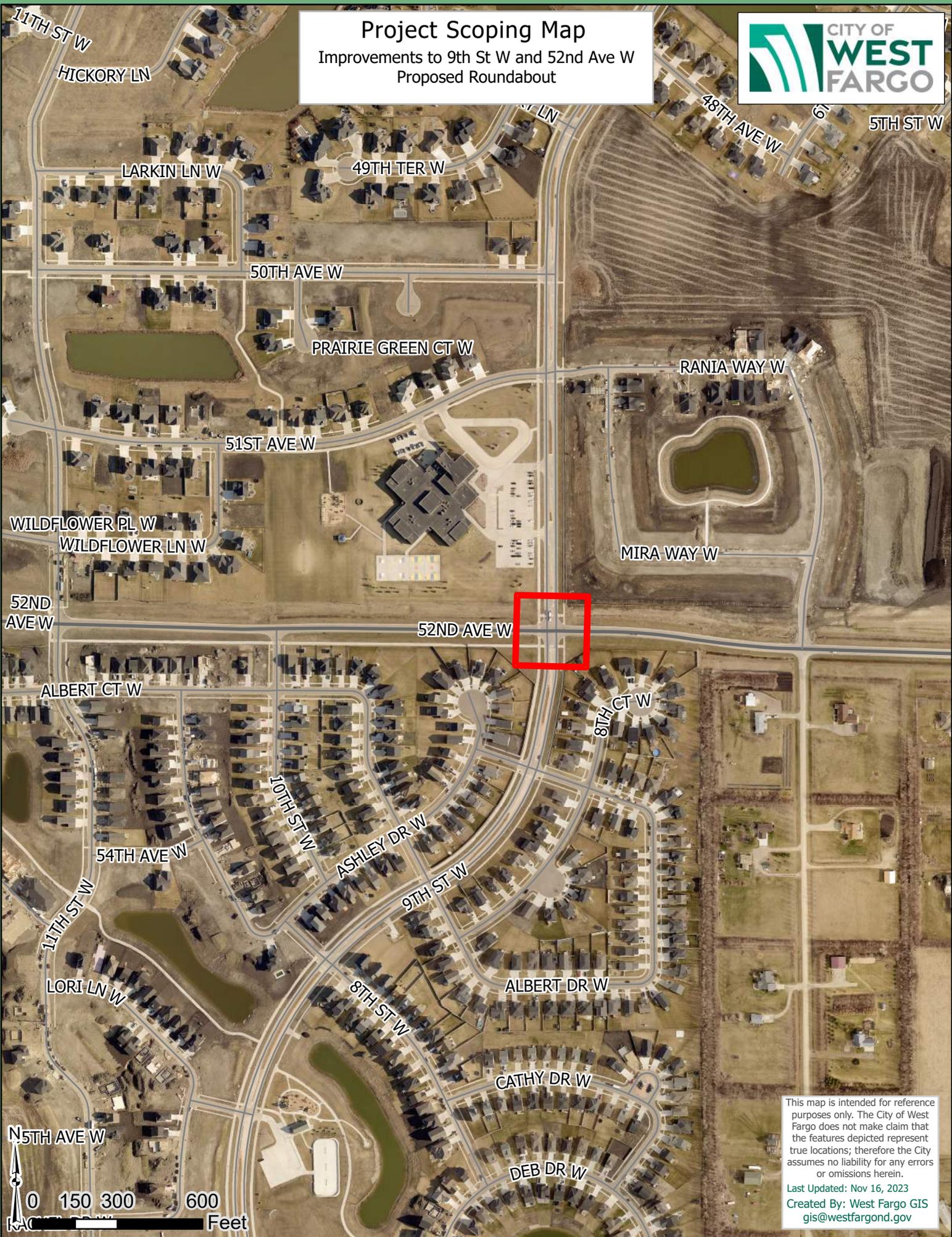
Agency Name City of West Fargo		NDDOT District Fargo	
Contact Name Andrew Wrucke		Current Date 12/15/23	
Email Address andrew.wrucke@westfargond.gov		Telephone Number 701-515-5105	Project Cost Estimate (attach detailed copy) \$2,260,000.00
Location Description Intersection of 9th Street W and 52nd Ave W	Roadway Ownership <input type="checkbox"/> State <input type="checkbox"/> County <input checked="" type="checkbox"/> City <input type="checkbox"/> Tribe	Vision Zero Emphasis Area (check all that apply) <input type="checkbox"/> Younger Drivers <input type="checkbox"/> Speeding or Aggressive Drivers <input type="checkbox"/> Alcohol-Related <input type="checkbox"/> Unbelted Vehicle Occupants <input type="checkbox"/> Lane Departure <input checked="" type="checkbox"/> Intersections	Functional Class <input type="checkbox"/> Local Road or Street <input type="checkbox"/> Minor Collector <input checked="" type="checkbox"/> Major Collector <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Principal Arterial
Improvement Category (check all that apply)			
<input type="checkbox"/> Access Management	<input checked="" type="checkbox"/> Intersection Geometry	<input type="checkbox"/> Parking	<input type="checkbox"/> Roadway Delineation
<input type="checkbox"/> Advanced Technology & ITS	<input type="checkbox"/> Intersection Traffic Control	<input type="checkbox"/> Pedestrians & Bicyclists	<input type="checkbox"/> Roadway Signs & Traffic Control
<input type="checkbox"/> Alignment	<input type="checkbox"/> Lighting	<input type="checkbox"/> Railroad Grade Crossings	<input type="checkbox"/> Shoulder Treatments
<input type="checkbox"/> Animal Related	<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Roadside	<input checked="" type="checkbox"/> Speed Management
<input type="checkbox"/> Interchange Design	<input type="checkbox"/> Non-infrastructure	<input checked="" type="checkbox"/> Roadway	<input type="checkbox"/> Work Zone
Describe Current Safety Issues Intersection is of residential collector and major arterial (and future diversion crossing) with a school zone crossing. All elementary school children attend the school on the NW corner of intersection and any that choose to walk/bike cross the major arterial. Arterial is currently posted 35 MPH, but average traffic travels at nearly 40 MPH. 4 Way Stop has been installed at location, but further enhancements are requested.			
Describe Proposed Safety Improvements Install a roundabout at the intersection to improve pedestrian safety at intersection.			

For questions or comments contact:
Justin Schlosser
701-328-2673
jjschlosser@nd.gov

Please email completed form to this address: hsip@nd.gov

Project Scoping Map

Improvements to 9th St W and 52nd Ave W
Proposed Roundabout



This map is intended for reference purposes only. The City of West Fargo does not make claim that the features depicted represent true locations; therefore the City assumes no liability for any errors or omissions herein.
Last Updated: Nov 16, 2023
Created By: West Fargo GIS
gis@westfargond.gov

**IMPROVEMENT PROJECT NO. XXXX
ROUNDABOUT - 9TH STREET W AND 52ND AVENUE W
WEST FARGO ND**

Engineer's Opinion of Probable Cost - Updated 12/2023

Participating Items

Spec Code	Description	Units	Qty	Cost/Unit	Cost
103	100 CONTRACT BOND	L SUM	1	\$10,000.00	\$10,000.00
202	114 REMOVAL OF PAVEMENT	SY	3450	\$15.00	\$51,750.00
203	COMMON EXCAVATION	L SUM	1	\$10,000.00	\$10,000.00
230	SUBGRADE PREPARATION	SY	3500	\$5.00	\$17,500.00
230	TOPSOIL, SEEDING, HYDRAULIC MULCH	L SUM	1	\$25,000.00	\$25,000.00
230	LANDSCAPING	L SUM	1	\$150,000.00	\$150,000.00
302	320 AGGREGATE BASE CL 5	TON	1600	\$75.00	\$120,000.00
430	43 SUPERPAVE FAA 43	TON	450	\$250.00	\$112,500.00
550	112 8IN NON-REINF CONCRETE PAVEMENT CL AE	SY	3100	\$175.00	\$542,500.00
702	100 MOBILIZATION	L SUM	1	\$100,000.00	\$100,000.00
704	TRAFFIC CONTROL	L SUM	1	\$50,000.00	\$50,000.00
709	151 GEOSYNTHETIC MATERIAL TYPE R1	SY	3500	\$7.50	\$26,250.00
714	STORM SEWER	L SUM	1	\$150,000.00	\$150,000.00
748	100 CURB & GUTTER	LF	2950	\$50.00	\$147,500.00
750	30 PIGMENTED IMPRINTED CONCRETE	SY	900	\$115.00	\$103,500.00
750	120 SIDEWALK CONCRETE 5IN REINF	SY	1000	\$80.00	\$80,000.00
750	2115 DETECTABLE WARNING PANELS	SF	320	\$70.00	\$22,400.00
754	9095 SIGNING	L SUM	1	\$5,000.00	\$5,000.00
762	STRIPING	L SUM	1	\$15,000.00	\$15,000.00
	SUM				\$1,738,900.00
	30% Contingency				\$521,700.00
	TOTAL				\$2,260,600.00
					<hr/>
					\$2,034,540.00
					<hr/>
					\$226,060.00

FEDERAL SHARE (HSIP FUNDS)

LOCAL SHARE

HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) PROJECT APPLICATION

North Dakota Department of Transportation, Programming
SFN 59959 (3-2023)

**23 USC § 407 Documents
NDDOT Reserves All Objections**

Please attach a location map(s). You may use additional sheets to further describe your project.

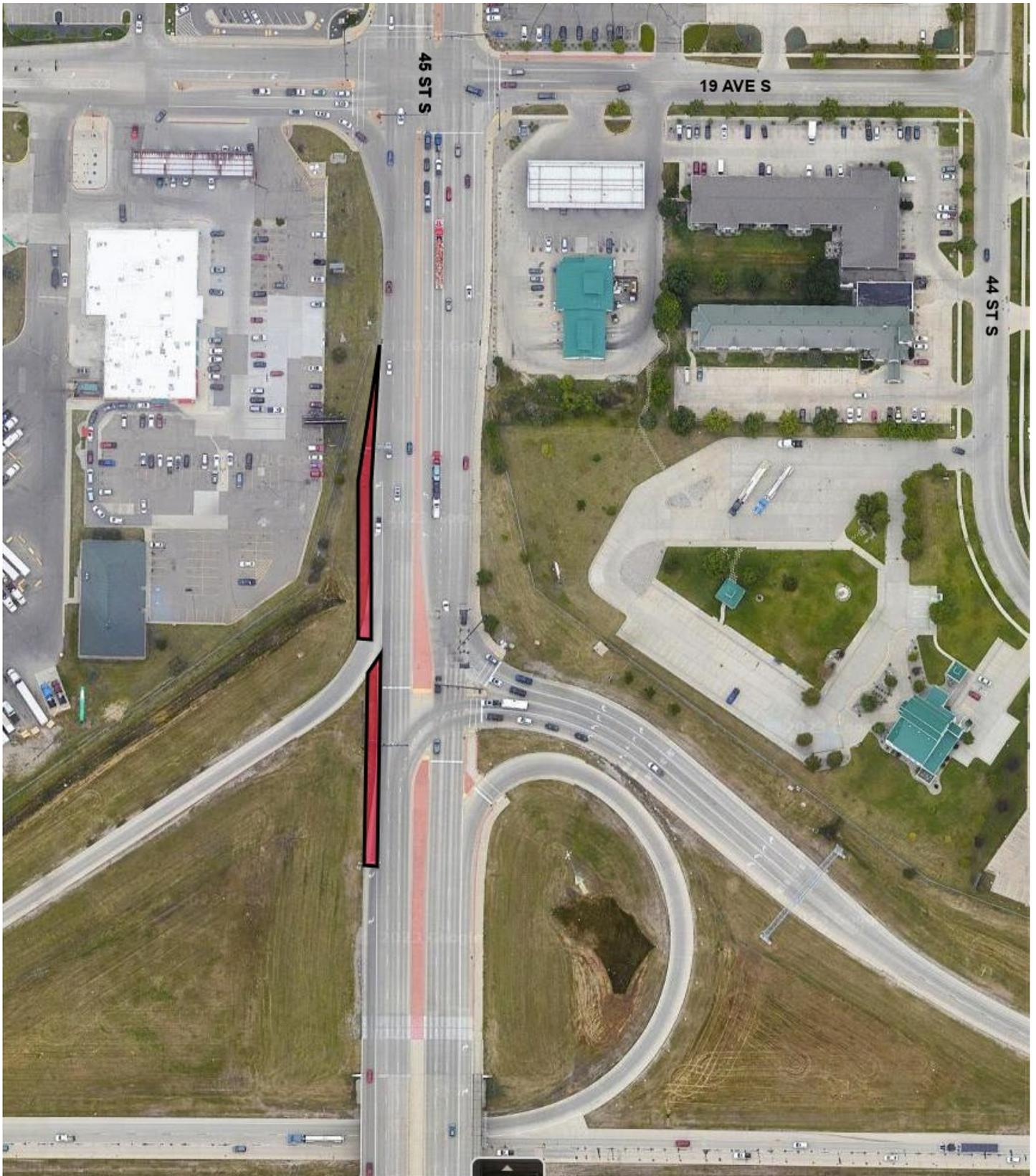
Agency Name City of Fargo		NDDOT District 8 - Fargo	
Contact Name Jeremy Gorden		Current Date 11/27/23	
Email Address jgorden@fargond.gov		Telephone Number 241-1529	Project Cost Estimate (attach detailed copy) \$735,035.00
Location Description On southbound 45th Street between 19th Ave S and the I-94 interchange.	Roadway Ownership <input type="checkbox"/> State <input type="checkbox"/> County <input checked="" type="checkbox"/> City <input type="checkbox"/> Tribe	Vision Zero Emphasis Area (check all that apply) <input type="checkbox"/> Younger Drivers <input type="checkbox"/> Speeding or Aggressive Drivers <input type="checkbox"/> Alcohol-Related <input type="checkbox"/> Unbelted Vehicle Occupants <input type="checkbox"/> Lane Departure <input checked="" type="checkbox"/> Intersections	Functional Class <input type="checkbox"/> Local Road or Street <input type="checkbox"/> Minor Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Arterial <input checked="" type="checkbox"/> Principal Arterial
Improvement Category (check all that apply)			
<input type="checkbox"/> Access Management	<input checked="" type="checkbox"/> Intersection Geometry	<input type="checkbox"/> Parking	<input type="checkbox"/> Roadway Delineation
<input type="checkbox"/> Advanced Technology & ITS	<input type="checkbox"/> Intersection Traffic Control	<input type="checkbox"/> Pedestrians & Bicyclists	<input type="checkbox"/> Roadway Signs & Traffic Control
<input type="checkbox"/> Alignment	<input type="checkbox"/> Lighting	<input type="checkbox"/> Railroad Grade Crossings	<input type="checkbox"/> Shoulder Treatments
<input type="checkbox"/> Animal Related	<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Roadside	<input type="checkbox"/> Speed Management
<input type="checkbox"/> Interchange Design	<input type="checkbox"/> Non-infrastructure	<input checked="" type="checkbox"/> Roadway	<input type="checkbox"/> Work Zone
Describe Current Safety Issues			
<p>Currently, the southbound 45th Street near the interchange sees high volumes of traffic with a large amount of driver wanting to use the I-94 ramps. Nearly every weekday peak hour see traffic queued into the southbound through lanes as far north as 16th Ave S, and it's from motorists wanting to use the eastbound I-94 loop ramp. This long queue of vehicle increases the chances of rear and side collisions from traffic abruptly stopping or changing lanes.</p> <p>These streets are owned by the City of Fargo and NDDOT.</p>			
Describe Proposed Safety Improvements			
<p>The proposed project would be relatively small in scale but would have tremendous benefits. The plan would be to build an axillary lane for the southbound traffic between 19th Avenue south and the I-94 bridge. By doing so, this would add an additional lane on a busy arterial roadway for vehicles to queue it. Please refer to the attachments for design details.</p>			

For questions or comments contact:

Justin Schlosser
701-328-2673
jjschlosser@nd.gov

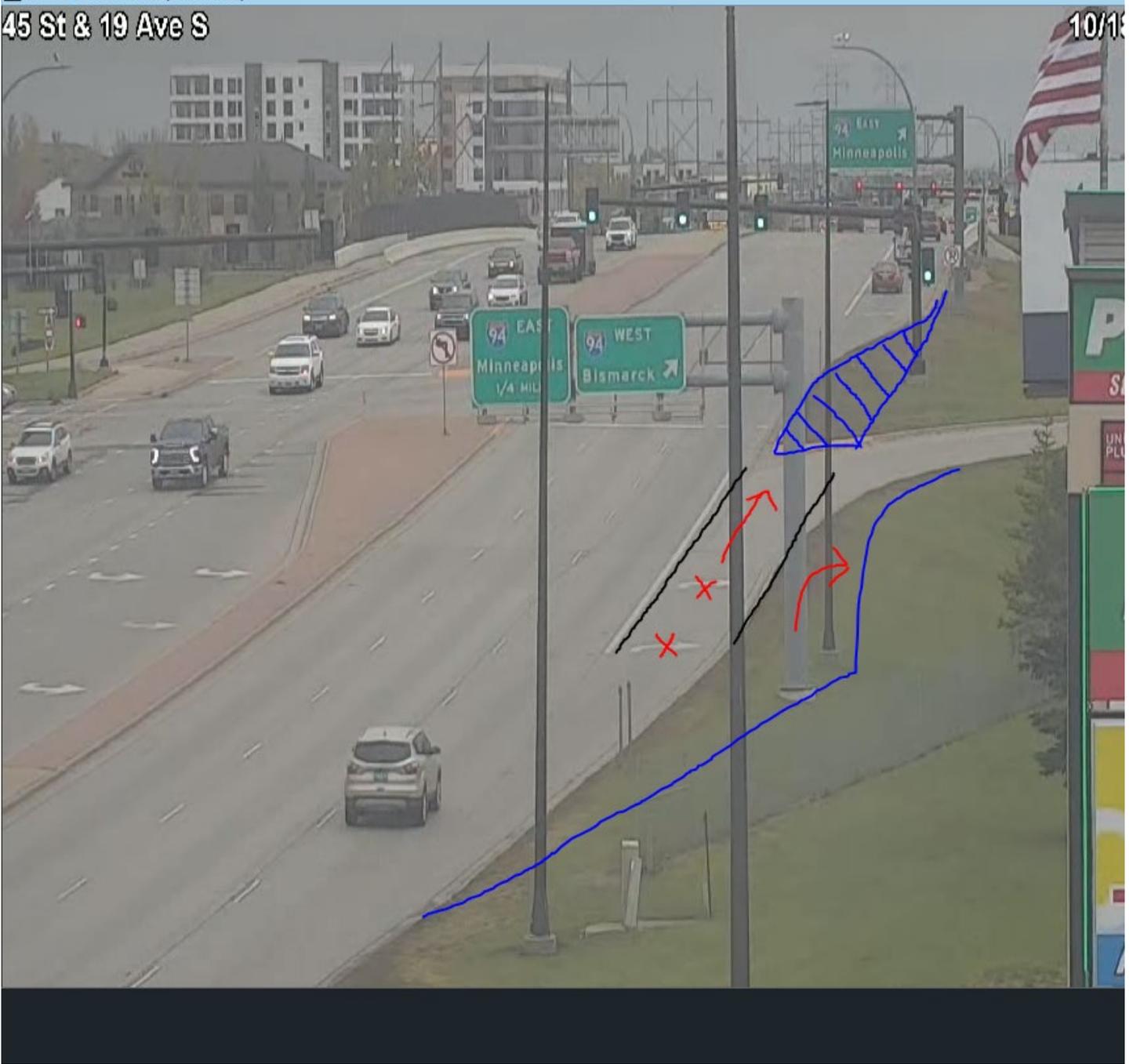
Please email completed form to this address: hsip@nd.gov

Project Location Map – 45th Street Aux Lane



45 St & 19 Ave S

10/18



Engineer's Opinion of Cost
Concrete Pavement Widening - Auxillary Lane SB 45th St / 19th Ave S & I-94 Bridge
Highway Safety Improvement Program
October 31, 2023

Spec	Code	Description	Unit	Unit Price	Quantity	Total Cost
103	100	CONTRACT BOND	L SUM	\$6,200.00	1	\$6,200
202	130	REMOVAL OF CURB & GUTTER	LF	\$25.00	510	\$12,750
202	114	REMOVAL OF CONCRETE PAVEMENT	SY	\$25.00	60	\$1,500
203	101	COMMON EXCAVATION-TYPE A	CY	\$25.00	460	\$11,500
203	109	TOPSOIL	CY	\$25.00	260	\$6,500
251	100	SEEDING CLASS 1	ACRE	\$6,500.00	0.24	\$1,560
253	201	HYDRAULIC MULCH	ACRE	\$6,500.00	0.24	\$1,560
302	121	AGGREGATE BASE COURSE CL 5	CY	\$60.00	312	\$18,702
550	112	8IN NON-REINF CONCRETE PAVEMENT CL AE	SY	\$150.00	737	\$110,505
702	100	MOBILIZATION	L SUM	\$50,000.00	1	\$50,000
704	1100	TRAFFIC CONTROL	L SUM	\$30,000.00	1	\$30,000
708	1540	INLET PROTECTION-SPECIAL	EA	\$600.00	2	\$1,200
748	140	CURB & GUTTER-TYPE I	LF	\$75.00	510	\$38,250
754	9095	SIGNING	L SUM	\$10,000.00	1	\$10,000
754	-	REMOVE & RESET OVERHEAD SIGN STR CANTILEVER	EA	\$50,000.00	1	\$50,000
762	1309	PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	LF	\$15.00	510	\$7,650.00
764	9011	ATTENUATING CRASH CUSHION TL-3	EA	\$30,000.00	1	\$30,000.00
770	-	PULL BOX + CONDUIT + WIRING	EA	\$10,000.00	1	\$10,000.00
770	20	CONCRETE FOUNDATION-HIGHWAY LIGHTING	EA	\$2,500.00	2	\$5,000.00
770	4540	RELOCATE LIGHT STANDARD	EA	\$4,000.00	1	\$4,000.00
770	4582	REMOVE CONCRETE FOUNDATION	EA	\$5,000.00	2	\$10,000.00

Total	\$416,877	
Contingency (20%)	\$83,375	
Total Estimated Cost	\$500,252	2023 funds
Total Estimated Cost	\$735,034.90	2028 funds
	\$588,028	federal funds
	\$147,007	local

HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) PROJECT APPLICATION

North Dakota Department of Transportation, Programming
SFN 59959 (3-2023)

**23 USC § 407 Documents
NDDOT Reserves All Objections**

Please attach a location map(s). You may use additional sheets to further describe your project.

Agency Name City of Fargo		NDDOT District 8 - Fargo	
Contact Name Jeremy Gorden		Current Date 11/27/23	
Email Address jgorden@fargond.gov		Telephone Number 241-1529	Project Cost Estimate (attach detailed copy) \$1,100,000.00
Location Description This project would be located on 52nd Ave S (Business 81) near the intersection of 27th Street S	Roadway Ownership <input checked="" type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> City <input type="checkbox"/> Tribe	Vision Zero Emphasis Area (check all that apply) <input type="checkbox"/> Younger Drivers <input type="checkbox"/> Speeding or Aggressive Drivers <input type="checkbox"/> Alcohol-Related <input type="checkbox"/> Unbelted Vehicle Occupants <input type="checkbox"/> Lane Departure <input checked="" type="checkbox"/> Intersections	Functional Class <input type="checkbox"/> Local Road or Street <input type="checkbox"/> Minor Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Arterial <input checked="" type="checkbox"/> Principal Arterial
Improvement Category (check all that apply)			
<input checked="" type="checkbox"/> Access Management	<input checked="" type="checkbox"/> Intersection Geometry	<input type="checkbox"/> Parking	<input type="checkbox"/> Roadway Delineation
<input type="checkbox"/> Advanced Technology & ITS	<input checked="" type="checkbox"/> Intersection Traffic Control	<input type="checkbox"/> Pedestrians & Bicyclists	<input type="checkbox"/> Roadway Signs & Traffic Control
<input type="checkbox"/> Alignment	<input type="checkbox"/> Lighting	<input type="checkbox"/> Railroad Grade Crossings	<input type="checkbox"/> Shoulder Treatments
<input type="checkbox"/> Animal Related	<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Roadside	<input type="checkbox"/> Speed Management
<input type="checkbox"/> Interchange Design	<input type="checkbox"/> Non-infrastructure	<input checked="" type="checkbox"/> Roadway	<input type="checkbox"/> Work Zone
Describe Current Safety Issues The intersection is a T-intersection located on 52nd Ave S approximately 1 mile to the east of I-29. The intersection is controlled by a side street stop sign. 52nd Ave S is a 4-lane divided principal arterial roadway with turn lanes, with speed limit of 30 mph. The current safety issues are related to vehicular speed, volume, and limited gaps in traffic during peak traffic hours.			
Describe Proposed Safety Improvements The proposed safety improvement for the intersection would be to install a 'Reduced Conflict U-Turn' type intersection to remove the left turning movement out from 27th Street. We have found these to be effective within Fargo west of I-29 on 52nd Ave S. Metro COG included this intersection with a recent corridor study and had the consultant lay out the design and determined a preliminary cost estimate, both of which are attached.			

For questions or comments contact:

Justin Schlosser
701-328-2673
jjschlosser@nd.gov

Please email completed form to this address: hsip@nd.gov

6.0. Study Area 6 – 27th Street S/52nd Avenue S Intersection

6.1. CROSS-SECTION

No changes to the existing cross-section were considered in this study area.

6.2. ACCESS MANAGEMENT

No access management alternatives were considered in this study area.

6.3. INTERSECTION

The 27th Street S and 52nd Avenue S intersection operates with unacceptable delays and LOS along the 27th Street S approach. The approach is expected to continue to operate with unacceptable LOS during the peak periods in 2045.

The following intersection alternatives were considered and **carried forward for further evaluation**:

6.3A Restricted Crossing U-Turn (RCUT)

This alternative considers geometric improvements and converting the existing intersection into an RCUT (**Figure 42**). For concept level details, see **Appendix C**. The RCUT configuration will require a change in how motorists turn onto the 25th Street S from the northbound approach by preventing left-turn movements. Northbound left-turning vehicles from 27th Street S will be required to turn right onto the 25th Street S and then make a U-turn at 52nd Avenue S between 27th Street S and 25th Street S intersection. This configuration is expected to reduce potential conflict points and enhance safety.

Figure 42 – 27th St & 52nd Ave Intersection - RCUT Alternative



6.3B Traffic Signal Control

A traffic signal control at the intersection is expected to improve the traffic operations (**Figure 43**). For concept level details, see **Appendix C**.

Figure 43 – 27th St & 52nd Ave Intersection - Signal Alternative



The following intersection alternatives were discussed but **not carried forward for further evaluation**:

6.3C Continuous-T Intersection

A Continuous-T alternative includes free flow of traffic on 25th Street S. The Left-turning vehicles from the 27th Street S will use a channelized receiving lane on the 25th Street S to merge onto the 25th Street S. A Continuous-T is applicable for intersections with three approaches. The Continuous-T alternative is expected to reduce delay and improve operations compared to the existing traffic control configuration; however, it is expected to still experience unacceptable delay and LOS. The alternative was not carried forward because the full access at Prosperity Way will most likely conflict with the required NB to WB acceleration lane.

6.4. OTHER INFRASTRUCTURE

No other infrastructure improvement alternatives were considered in this study area.

Evaluation of Alternatives

The alternatives were evaluated for traffic operations and safety. The alternatives that were considered for further evaluation were modeled in Synchro/SimTraffic software for 2045 traffic operation analysis and were compared with the 2045 operation results under No-Build conditions. The 2045 base peak hour and ADT volumes were modified to reflect new I-29 access at 64th Avenue S and 76th Avenue S.

**HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)
PROJECT APPLICATION**

North Dakota Department of Transportation, Programming
SFN 59959 (3-2023)

**23 USC § 407 Documents
NDDOT Reserves All Objections**

Please attach a location map(s). You may use additional sheets to further describe your project.

Agency Name City of Fargo		NDDOT District 8 - Fargo	
Contact Name Jeremy Gorden		Current Date 11/27/23	
Email Address jgorden@fargond.gov	Telephone Number 241-1529	Project Cost Estimate (attach detailed copy) \$685,344.00	
Location Description Project is located on University Drive S and 25th Ave S.	Roadway Ownership <input type="checkbox"/> State <input type="checkbox"/> County <input checked="" type="checkbox"/> City <input type="checkbox"/> Tribe	Vision Zero Emphasis Area (check all that apply) <input type="checkbox"/> Younger Drivers <input type="checkbox"/> Speeding or Aggressive Drivers <input type="checkbox"/> Alcohol-Related <input type="checkbox"/> Unbelted Vehicle Occupants <input type="checkbox"/> Lane Departure <input checked="" type="checkbox"/> Intersections	Functional Class <input type="checkbox"/> Local Road or Street <input type="checkbox"/> Minor Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Arterial <input checked="" type="checkbox"/> Principal Arterial
Improvement Category (check all that apply)			
<input checked="" type="checkbox"/> Access Management	<input checked="" type="checkbox"/> Intersection Geometry	<input type="checkbox"/> Parking	<input type="checkbox"/> Roadway Delineation
<input type="checkbox"/> Advanced Technology & ITS	<input type="checkbox"/> Intersection Traffic Control	<input type="checkbox"/> Pedestrians & Bicyclists	<input type="checkbox"/> Roadway Signs & Traffic Control
<input type="checkbox"/> Alignment	<input type="checkbox"/> Lighting	<input type="checkbox"/> Railroad Grade Crossings	<input type="checkbox"/> Shoulder Treatments
<input type="checkbox"/> Animal Related	<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Roadside	<input type="checkbox"/> Speed Management
<input type="checkbox"/> Interchange Design	<input type="checkbox"/> Non-infrastructure	<input type="checkbox"/> Roadway	<input type="checkbox"/> Work Zone
Describe Current Safety Issues			
<p>The sidewalk on the west side of University Drive is not ADA compliant near the intersection of 25th Ave S. The situation is that once the sidewalk nears 25th Ave from the south, it crosses the frontage road and is disconnected from the sidewalk coming from the north. At the same time, we would like to remove the eastbound right turn lane and add a grass boulevard and make a 10' path in this section of 24th Ave S. This would be part of the City of Fargo tying the Milwaukee Trail shared use path system to the river system, by way of 25th/24th Ave S.</p>			
Describe Proposed Safety Improvements			
<p>The proposed project would reconfigure the connection of 24th Ave S with University Drive. The main component would be removing the eastbound right turn lane to give the designer some space to improve the sidewalk situation on University Drive. Access to the frontage road would come off of University Drive instead of the exclusive right turn lane. Please refer to the attachment for details.</p>			

For questions or comments contact:
Justin Schlosser
701-328-2673
jjschlosser@nd.gov

Please email completed form to this address: hsip@nd.gov



24A

CLICK HERE

1212

2414

1220

2420

2424

UNIVERSITY DR S

1345

2501

2507

1393

1381

1318

1324

1310

1336

Engineer's Opinion of Cost

25th Ave and University Drive South

November 1, 2023

Spec	Code	Description	Unit	Unit Price	Quantity	Total Cost
103	100	CONTRACT BOND	L SUM	\$6,300.00	1	\$6,300.00
202	130	REMOVAL OF CURB & GUTTER	LF	\$10.00	1313	\$13,130.00
202	114	REMOVAL OF CONCRETE PAVEMENT	SY	\$30.00	1863	\$55,890.00
203	109	TOPSOIL	CY	\$30.00	38	\$1,140.00
203	119	TOPSOIL-IMPORTED	CY	\$35.00	188	\$6,580.00
203	140	BORROW-EXCAVATION	CY	\$30.00	375	\$11,250.00
251	300	SEEDING CLASS III	ACRE	\$14,000.00	0.28	\$3,920.00
253	201	HYDRAULIC MULCH	ACRE	\$3,000.00	0.28	\$840.00
550	118	10IN NON REINF CONCRETE PVMT CL AE-DOWELED	SY	\$120.00	522	\$62,640.00
702	100	MOBILIZATION	L SUM	\$37,600.00	1	\$37,600.00
704	1100	TRAFFIC CONTROL	L SUM	\$15,000.00	1	\$15,000.00
714	-	STORM SEWER MODIFICATIONS	L SUM	\$20,000.00	1	\$20,000.00
722	6140	ADJUST GATE VALVE BOX	EA	\$500.00	1	\$500.00
722	6200	ADJUST MANHOLE	EA	\$1,250.00	3	\$3,750.00
748	140	CURB & GUTTER-TYPE I	LF	\$30.00	1126	\$33,780.00
750	30	PIGMENTED IMPRINTED CONCRETE	SY	\$165.00	86	\$14,190.00
750	125	SIDEWALK CONCRETE 5IN	SY	\$75.00	786	\$58,950.00
750	140	SIDEWALK CONCRETE 6IN	SY	\$75.00	254	\$19,050.00
750	2115	DETECTABLE WARNING PANELS	SF	\$55.00	96	\$5,280.00
754	9095	SIGNING	L SUM	\$5,000.00	1	\$5,000.00
762	-	PAVEMENT MARKINGS	L SUM	\$5,000.00	1	\$5,000.00
770	-	LIGHTING	L SUM	\$15,000.00	1	\$15,000.00
772	-	SIGNALS	L SUM	\$25,000.00	1	\$25,000.00

Total	419,790	
Contingency (20%)	83,958	
	503,748	2023 Funds
Total Estimated Cost	685,344	2028 Funds



To: Policy Board
From: Paul Bervik
Date: December 20, 2023
Re: **NDDOT UGP Approval of Proposed Projects**

The North Dakota Department of Transportation (NDDOT) recently solicited applications for the annual grant Urban Grant Program (UGP). UGP provides an opportunity for cities with population over 5,000 to make transportation infrastructure improvements within core business districts. Improvements are intended to promote multimodal transportation.

All applicants with projects within Metro COG's planning area are required to submit their applications to Metro COG for review and approval by Metro COG's Policy Board. One application was submitted.

UGP Project:

- Fargo – Broadway ADA curb ramp and brick paver replacement project.

See attached application for more information on the proposed project.

Requested Action:
Policy Board approval of the North Dakota UGP application as seen in the attachment.

Urban Grant Program Application FY 2026

Coversheet

LPA

City of Fargo

Contact Person (Name and Title)

Jeremy Gorden

Address

225 4th Street N, Fargo, ND 58102

Telephone

701-241-1529

Email

JGorden@fargond.gov

Project Name

Broadway ADA Curb Ramp & Brick Paver Replacement Project

LPA Applicant Signature (Highest Elected Official)**NDDOT District Engineer Signature if project is located on/impacts a State Highway****Date Submitted**

11/28/2023

Required Attachments:

- Relevant excerpts from adopted plans Project location map Cross Section of Roadway/facility
 Map of underground utilities (water, sanitary sewer)

Optional Attachments:

- Other Attachments (describe) Relevant supporting data, pictures, graphics, and/or visual aids

[Click here to enter text.](#)

For NDDOT use only:

Date Received _____

Is this Project Title 23 Code of Federal Regulation Eligible including location on a federal aid route?

Yes No

General Project Information

Project Description (include location and scope of work)

This project will make improvements to the Broadway roadway between Main Avenue and 6th Avenue North, specifically replacing or relocating the existing ADA ramps and also replacing the existing bricks located with the intersections at 2nd, 3rd, 4th, and 6th Avenues North.

Total Project Cost

\$3,411,612

Amount of Grant Funds Requested (cannot exceed 80% of total project cost)

\$2,729,289 UGP, \$682,322 Local

Competitive Criteria

1. **Community Need for Project:** Explain why the project is needed including appropriate detail. Include any 100% locally funded components of the project. Documentation of information to support the need such as relevant data, existing and projected conditions, and any related analysis through studies or reports would be appropriate to identify in this section. Attachments such as but not limited to: maps, pictures, other graphics; and supporting data demonstrating the need for the project is encouraged.

Broadway is the heart of downtown Fargo. The street was reconstructed in the early 2000's and the brick pavers that are located in the roadway have outlived their useful life and are in need of replacement. The ADA curb ramps that were constructed with the project are also outdated and need to be upgraded. Improvements to the intersections are needed to have the proper ADA design that allows pedestrians and motorists who are disabled to navigate safely between parking spaces and sidewalks.

2. **Community Impact of Project:** Describe how the project will offer significant long term value to the community specifically in addressing the following program objectives (a-f):
 - a) **Preserve existing transportation assets**

Broadway is a signature street, unlike any other in our City. Broadway is regularly highlighted as one of the primary identifying features of the City. The brick pavers are an integral part of the Broadway design, and this project will improve safety, connectivity and aesthetics associated with the street.
 - b) **Ensure safety of all users of the transportation system**

Through our complete street practices and our sidewalk policies, the City continues to improve connectivity, specifically improvements to ADA access, to all users and abilities.

Additionally, the brick pavers have deteriorated to the point where they are a safety issue and our Street Department has made quick, inexpensive patches with hot mix asphalt to mitigate the safety concern for

pedestrians, bicyclists and motorists, which was not intended to be a long term solution The patches themselves are no longer addressing the problem and are now becoming a safety concern. The whole brick area is in need of replacement.

c) Improve multi-modal transportation options such as walking, bicycling, and public transportation
The short term patch repairs have become safety hazards for pedestrians, bicyclists, and motorists. The project will repair the hazard and improve safety and usability for all modes of transportation.

d) Enhance the economic vitality of the area by providing transportation assets that support: revitalization efforts; development of vacant or underutilized parcels within existing urban areas; and/or redevelopment of established portions of communities

N/A

e) Support economically sustainable growth, lessening the need for outward expansion of community transportation infrastructure and associated services

N/A

3. **Consistency with an LPA Associated Plan:** Document linkage between the proposed project and a publicly accepted/adopted plan(s) and/or public involvement process. Clear linkage should be demonstrated between the proposed project and the associated public acceptance/support which would include documenting the reference(s) in the plan and/or public involvement process and attach relevant excerpts. Examples of publicly accepted/adopted plans include but are not limited to: Community Comprehensive Plan; Downtown Master Plan; Neighborhood/Subarea/Corridor Plan; Bicycle/Pedestrian Plan; Housing Plan; Long Range Transportation Plan; Transit Development Plan; and/or Renaissance Zone Plan. A stand-alone public involvement process which demonstrates community support for the specific project is also acceptable and should be documented in the application.

This project is consistent with our Long Range Transportation Plan (2019) in meeting two of the eight goals in that plan: *Maintaining Transportation Infrastructure* (keeping our infrastructure in state of good repair) and *Walking & Biking* (Implementing a project that enhances a walking environment).

Go2030 (2012), the City's comprehensive plan, includes initiatives for complete streets (Chapter 8, *Transportation*), giving more choice to move around the City safely, which is especially important to elderly populations.

The City's downtown master plan, Downtown InFocus (2017) supports these improvements. Making improvements to ADA accessibility on Broadway between the sidewalk and street is noted in Goal 3, *Thrive as a Destination*. Goal 5, *Complete Our Streets*, focuses on encouraging trips for other modes of transportation (by foot, bicycle, and bus). Though ADA improvements isn't specifically noted in this section, ADA improvements are part of our practice of complete streets and transportation network. Goal 5 also notes that streets and sidewalks are the first impression to visitors. The project will improve access and safety while creating an enjoyable

experience and continue to build Downtown as a destination.

The Fargo-Moorhead Bicycle and Pedestrian Plan (2022) include the underlying themes of connectivity and safety for all ages and abilities, which supports this project.

Additionally, Metro COG has adopted a Complete Streets Policy (2010), which notes the importance of accessibility and increased ADA compliance to provide better access for people of all ages and disabilities.

4. **Project Support of Urban Core/Central Business District:** Projects which directly support the urban core/central business district (CBD) will be given preferential consideration. Identify the project location and how it will support the urban core/CBD. (Attach 8.5" x 11" or 11" x 17" color map depicting project location in relation to urban core/CBD)

This project has been identified as a need for a number of years and is supported by the Fargo City Commission and the Downtown Community Partnership.

5. **Projects that Maximize the Return on Investment from Public Funds:** Projects which can demonstrate a positive private return on investment of public funds will be given preferential consideration. Examples of this may include but not be limited to increased retail sales, new jobs, and/or new dwelling units anticipated as a direct result of the proposed project.

This project seeks to maintain a street infrastructure that is in good working order and is aesthetically appealing. The existing brick pavers are becoming an eyesore in certain locations due to the City patching the bricks with asphalt due to safety concerns. This has a negative effect to visitors and locals as they visit downtown Fargo.

Existing Conditions

(information requested in this section may not be appropriate for all project types)

Functional Classification of Roadway

Broadway is classified as a collector roadway.

Cross Section of Roadway (attach graphics depicting current dimensions and key roadway elements)

No cross section available but Project Location Map is attached to this application.

Pavement rating or condition

The concrete portion of the roadway is in good condition, but it's the brick pavers that are in disrepair.

Year of Last Federal Investment at this Location

Unknown at this time, maybe none.

When was the current section built?

2003 & 2004.

Year last surfaced or received maintenance?

The roadway is concrete pavement, so the only maintenance would be the filling of some of the potholes associated with the brick pavers falling apart.

Lighting

Decorative street lighting is present, but will not be associated with the project.

Signals

Traffic signals are present at NP Ave, 1st Ave N, 2nd Ave N, 4th Ave N and 6th Avenue N, but no work is planned for the traffic signals.

Crash Rate or Number of Crashes?

Vehicle or pedestrian crashes are not a concern at this location, as Broadway is a low speed corridor.

Other Known Safety Concerns?

N/A

Is parking allowed and what type?

On-street parking is allowed on both sides of the street and it is primarily diagonal parking.

Are there any bridges, box culverts, etc. within the project corridor?

N/A

What is the condition of the existing sanitary sewer, storm sewer, and water lines?

Good condition.

Are there any Access points to adjoining property that present a special concern?

No.

Bicycle/Pedestrian Facilities (Sidewalk, shared use paths, bicycle lanes)?

Sidewalks are present on both sides of Broadway, and the street is an on-street bikeway marked with sharrows.

Is there an existing transit or other public transportation facility or route located within the project limits?

The transit hub is location 1 block east of Broadway on NP Avenue. There is a transit route that runs on Broadway from 4th Ave N to 32nd Ave N.

Does a RR crossing or RR facility exist within the project limits?

Yes it does, at two separate locations. One near Main Ave, the other between 4th Ave N and 6th Ave N.

Proposed Improvements

(information requested in this section may not be appropriate for all project types)

What are the proposed Improvements (specific scope of work)?

The proposed project would consist of replacing the brick pavers within the intersections at 2nd Ave N, 3rd Ave N, 4th Ave N and at 6th Ave N, as well as replacing the ADA curb ramps improving handicap accessibility along Broadway from Main Avenue to 6th Avenue N.

Proposed Length

The distance from Main Avenue to 6th Ave N is nearly a ½ mile, but the project work itself would be specific locations within this corridor.

Proposed Cross Section (attach graphics depicting current dimensions and key roadway elements)

Please see Project Location Map for details of project. We do not anticipate modifying the existing street cross section.

Proposed Surfacing Type

We are anticipating that the brick pavers will remain brick pavers, and the ADA curb ramps would get new steel truncated comes and new concrete pavement.

Proposed Lighting, if applicable

N/A

Proposed Traffic Signals or Pedestrian Beacons

N/A

Proposed Safety Improvements

New brick pavers would remove potential safety hazards, and the updated ADA curb ramps should improve safety with improved handicap accessibility.

Proposed Intersection Improvements

No operational improvements, just the replacement of the pavement within the intersections.

Proposed Traffic Calming Measures

N/A

Will parking be allowed and type?

Yes, it will remain as it is today which is primarily diagonal.

Will any bridges, box culverts, etc. be built/replaced within the project corridor and how will they be modified?

N/A

Will any private or public utilities, water lines, sanitary sewer, and/or storm sewer lines need to be replaced or worked on with this project? Have private utilities been coordinated with?

No, and they shouldn't be impacted, since we are staying within the roadway footprint, but they most definitely will be coordinated with.

Are there any access points along the project corridor that need to be addressed for mobility or safety concerns?

No.

Will a Sidewalk, shared use path, or biker lane be installed or replaced?

ADA curb ramps will be replaced.

Proposed ADA improvements

The ADA curb ramps will be replaced to current ADA standards.

Proposed transit improvements

None anticipated.

Proposed Railroad Crossing Work

We will replace the ADA detectable warning panels before and after crossing the actual rails.

Proposed Aesthetic Improvements

Replacement of the existing brick pavers would qualify as an aesthetic improvement.

Environmental/Cultural Issues on the proposed Projects

Identify *Yes*, *No*, or *Unknown* for each environmental/cultural issue. If *Yes*, provide a brief description of the issue in the *Comments* box.

Agricultural, Archeological sites, and/or Historical sites

No.

Lakes, waterways, floodplains, wetlands

No.

Stormwater management

No.

Hazardous materials

No.

Endangered/threatened/migratory species

No.

Section 4(f) (Refers to the use of publicly owned park and recreational lands, wildlife and waterfowl refuges, and significant historical or archeological sites in transportation project development.)

No.

Section 6(f) (Refers to Land and Water Conservation Fund (LWCF) Act - the conversion to other use of lands or facilities acquired with LWCF Act funds and requires replacement of used land with lands of equal value and use.)

No.

Through/adjacent to tribal land

No.

Additional comments on Environmental/Cultural Issues section

[Click here to enter text.](#)

Miscellaneous Issues of Proposed Improvements

Construction Restrictions (*migratory bird, local events, etc.*)

Broadway has a number of parades that use it throughout the year as well as the Downtown Fargo Street Fair. We will definitely need to schedule this work around these events.

Right-of-Way Required (parcels, owners, relocations, etc.) (NOTE: It is recommended that local funds be used to acquire right-of-way on the LPA system.)

None anticipated.

Proposed Traffic Control during Construction

The intersections will need to be closed and detoured during the brick paver replacement work. The sidewalks will be closed at times as well when the ADA curb ramps are being replaced. We will collaborate with the Downtown Community Partnership and local businesses so that they are affected as little as possible with the work getting completed.

Ineligible Project Items

None.

Additional comments on Miscellaneous Issues section

N/A/

Cost Estimate

Itemized Project Cost Estimate (For roadway projects this might include things like preliminary engineering, right-of-way, utilities, construction, construction engineering, bridges, and miscellaneous. For other types of projects include relevant items. Rows can be added as to the following table as necessary).

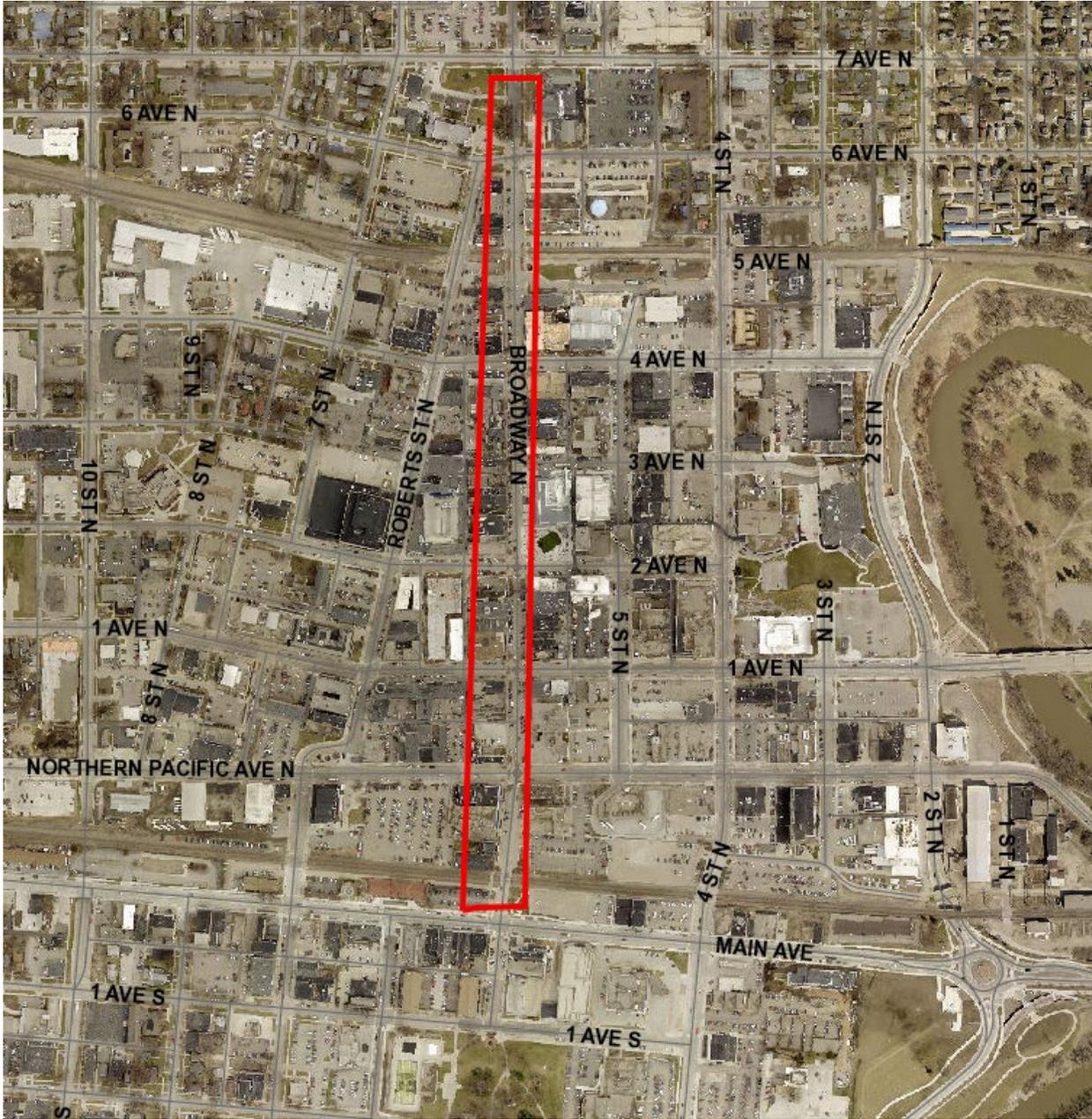
Item	Total	Federal	State	Local
ADA Curb Ramp Replacements	845,135	676,108	0	169,027
Brick Paver Replacements	2,566,476	2,053,180	0	513,295
Totals	3,411,611	2,729,288	0	682,322

What is the source of the local funds?

Infrastructure Sales Tax, possibly Prairiedog Funds and Special Assessments.

Overall Project Location Map

Broadway – Main Avenue to 7th Avenue N



Block by Block Project Map

Main Avenue to NP Avenue

Red dots indicate ADA curb ramp locations



NP Avenue to 1st Avenue N



1st Avenue N to 2nd Avenue N

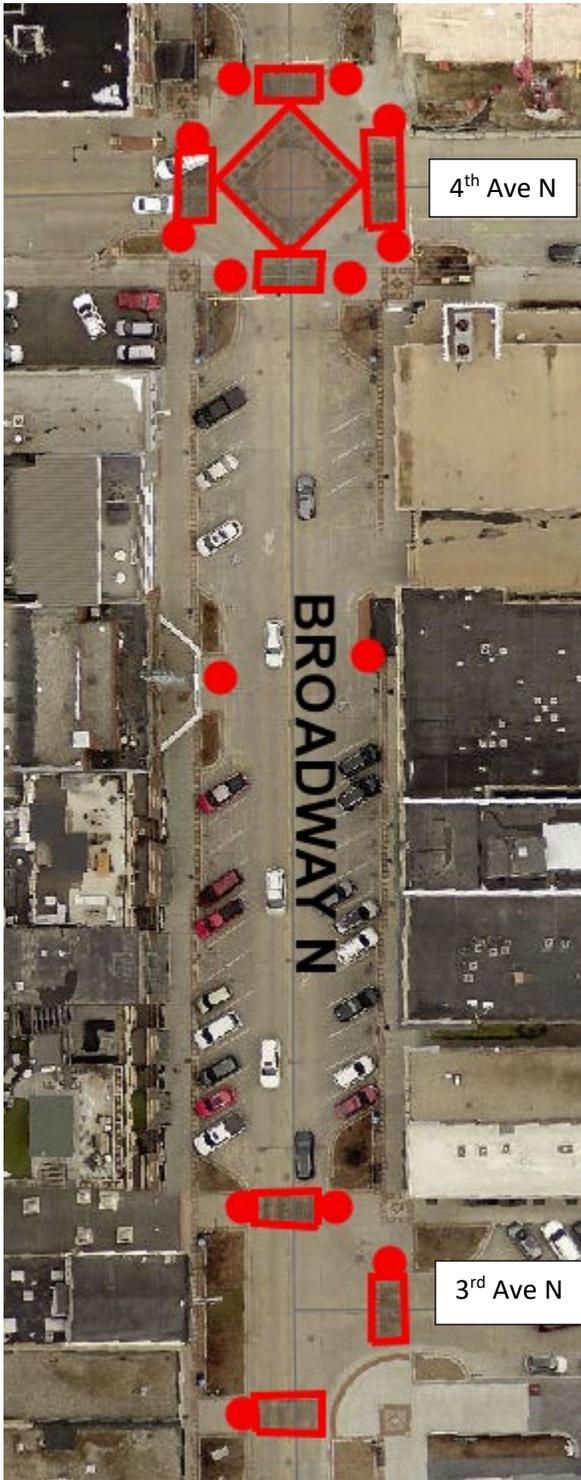
Red boxes indicate the brick paver areas



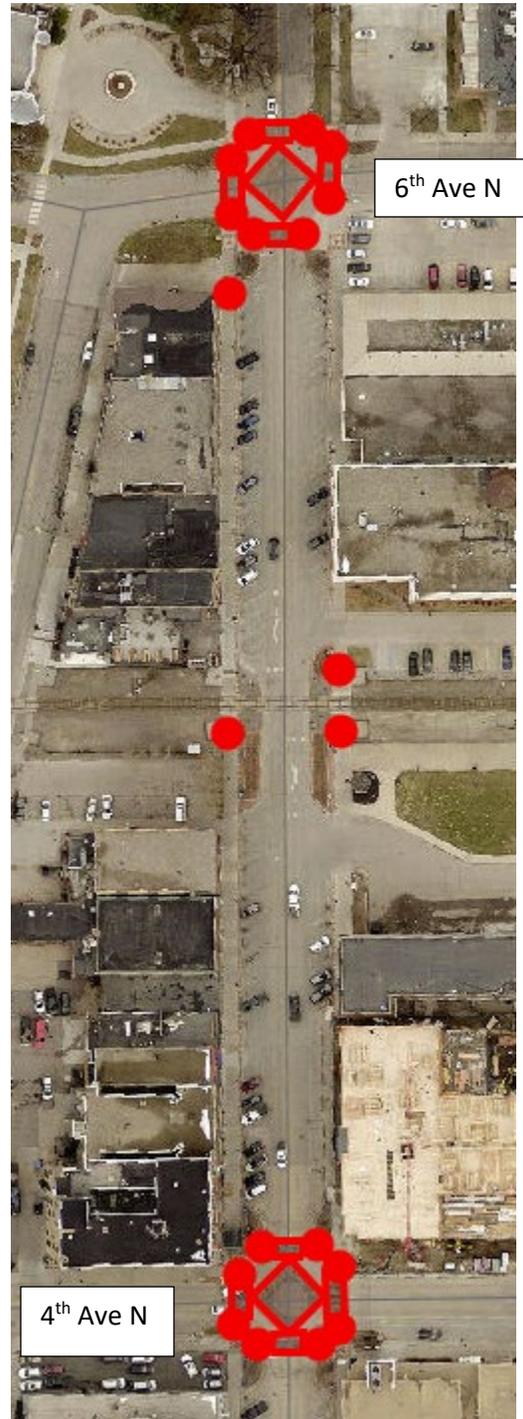
2nd Avenue N to 3rd Avenue N



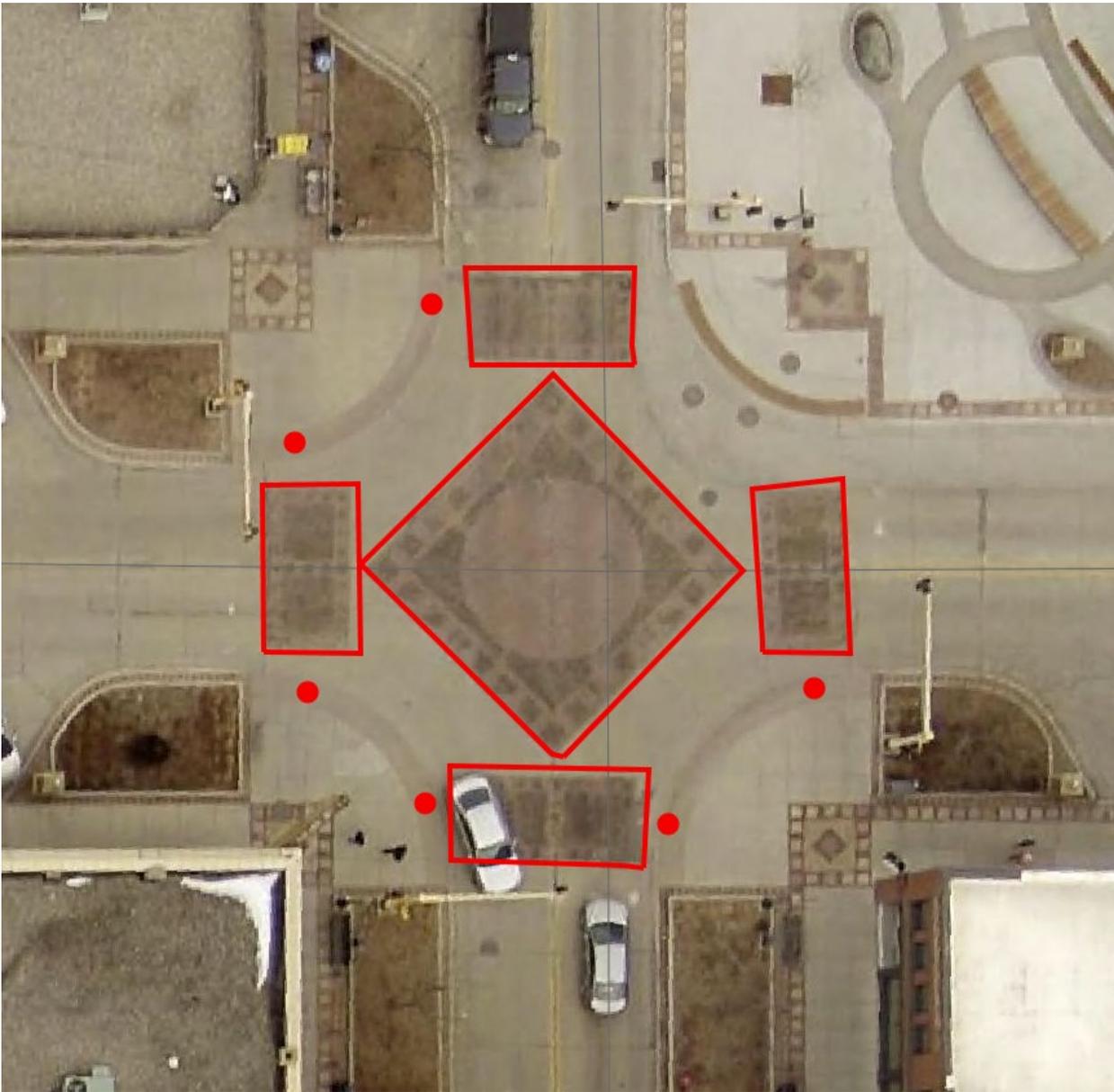
3rd Avenue N to 4th Avenue N



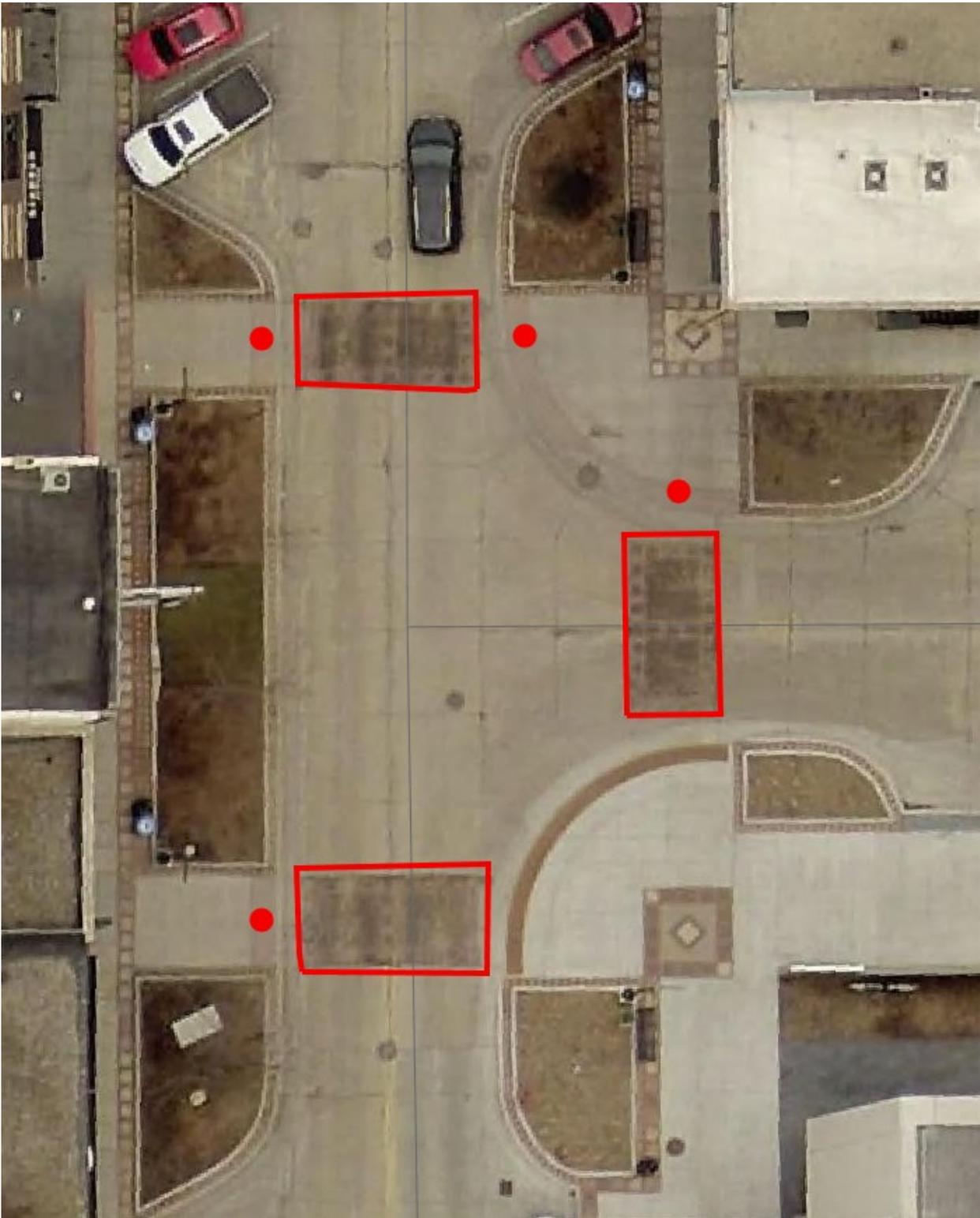
4th Avenue N to 6th Avenue N



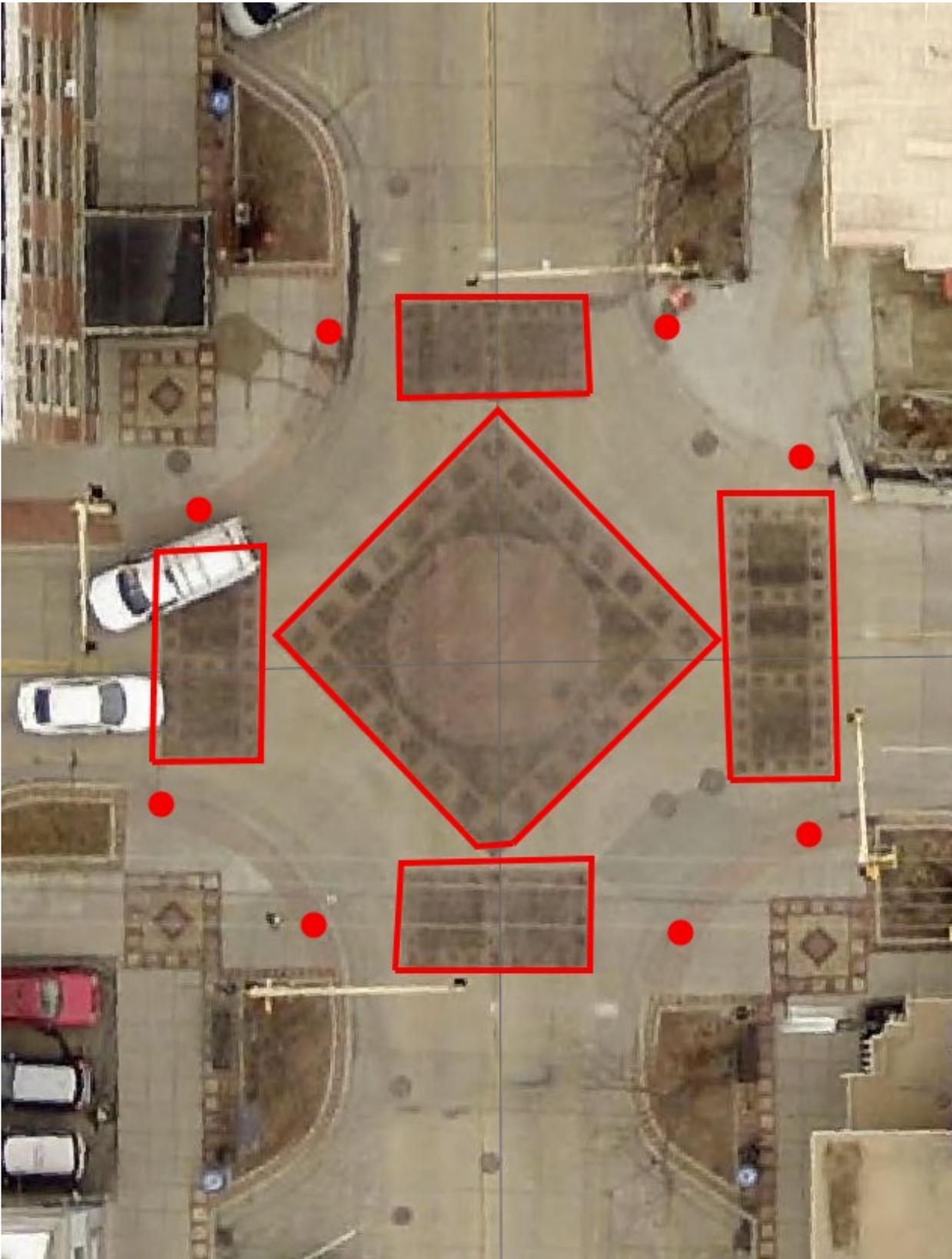
2nd Avenue N Intersection



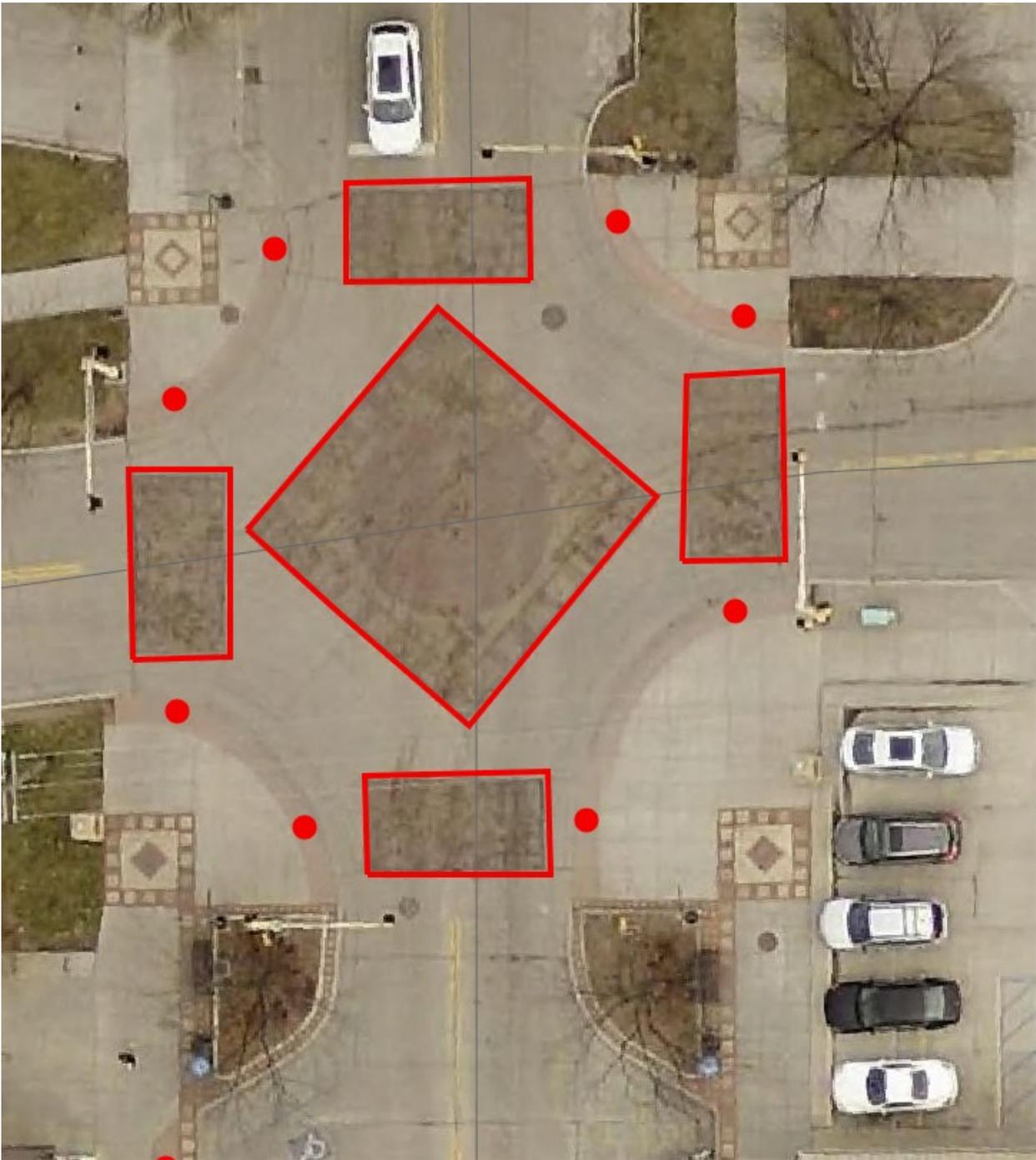
3rd Avenue N Intersection



4th Avenue N Intersection



6th Avenue N





SOURCE: Historical and Cultural Society of Clay County



Fargo-Moorhead Metropolitan Council of Government

2045 Fargo-Moorhead Metropolitan Transportation Plan

November 2019



Transportation Goals & Objectives

The vision for how the Fargo-Moorhead system should perform was based on first establishing plan goals. The purpose of setting plan goals is to translate the values that the Fargo-Moorhead community places on transportation and to summarize them into a set of guiding principles. These goals are the framework through which the Metro Grow plan has been developed and measured. The goals were developed to reflect:

- National priorities, including the national planning factors outlined in CFR 450.306
- State goals outlined in state transportation plans for North Dakota and Minnesota
- Public input received through the various engagement efforts outlined in Chapter 3

Plan Goals

The plan goals that established the overall direction for the Metro Grow plan focused on eight areas:



SAFETY SYSTEM & SECURITY

Provide a transportation system that is safer for all users and resilient to incidents.



TRAVEL EFFICIENCY & RELIABILITY

Improve regional mobility.



WALKING & BIKING

Increase walking and biking as a mode of transportation.



TRANSIT ACCESS

Support enhanced access to the existing and future MATBUS system.



MAINTAIN TRANSPORTATION INFRASTRUCTURE

Provide a financial plan that supports maintaining transportation infrastructure in a state of good repair.



ENVIRONMENTAL SUSTAINABILITY

Provide a transportation system that provides access equitably and limits impacts to the natural and built environment.



ECONOMIC DEVELOPMENT & TRANSPORTATION DECISIONS

Promote transportation projects that support regional economic goals, support freight movement, and promote projects that can be financially sustained for the long-term.



EMERGING TRANSPORTATION TRENDS

Incorporate transportation trends and new technologies in regional transportation plans.



GO
2030
go2030.net

FARGO COMPREHENSIVE PLAN

Fargo

COMPREHENSIVE PLAN

May 24, 2012



TRANSPORTATION

Fargo has a diverse transportation system to serve its residents and others traveling through the community, including an established grid network of north-south and east-west arterial roadways and newer developments with curvilinear streets and cul de sacs. In addition to the City's street network, Fargo has a comprehensive transit system that serves a significant portion of the Fargo-Moorhead metropolitan area. Highlights of this system include connections to North Dakota State University, downtown Fargo, the West Acres Mall and commercial area, and many other local attractions.

Bicycle and pedestrian use has seen a considerable increase in Fargo over the past several years. The City has an extensive shared use path network along the Red River and other waterways such as the Rose Coulee and the Cook Coulees in the south and southwestern part of the city. Pedestrians are well-served by a robust sidewalk policy that requires all streets to have sidewalks on both sides with ADA compliant ramps at the block corners. An actively expanding on-street bicycle lane network is providing enhanced connectivity to bicycle users throughout the city. The City will also be adopting a complete streets policy as part of the next Metro COG Long Range Transportation Plan. Other transportation advancements in which the City has invested include a safe routes to school program, an active train whistle quiet zone, and advanced deployment of intelligent transportation systems devices.

Fargo will continue to improve its transportation system while exploring the connections between transportation and health, the economy, and the environment.

Initiatives:

01: BICYCLE AND PEDESTRIAN INFRASTRUCTURE

Improve bicycle and pedestrian connectivity by identification of gaps in the local and to the regional system.

02: COMPLETE STREETS

Transform Fargo's roadways with a connected network of complete streets. Implement study recommendations to convert one way streets in downtown Fargo to two way streets.

03: TRANSIT IMPROVEMENTS

Expand and improve the existing transit service in terms of frequency, mode, and other options, including an effort to revise both the existing MAT bus schedule and frequency of bus service throughout the city and the region (Moorhead and West Fargo). Study the possibility of new local and regional travel venues, such as bus rapid transit and rideshare programs.

04: CLEAR AND ATTRACTIVE ACCESS TO DOWNTOWN

Enhance connectivity to downtown with clear and attractive signage and simplify access from I-29 and I-94.

05: TRANSPORTATION LINKAGES ACROSS THE RED RIVER

Improve mobility in a manner that will accommodate growth and secure availability of emergency routes by developing an additional crossing of the Red River south of 52nd Ave and improve availability of, and access to, river crossings for bicycles and pedestrians.

06: INTELLIGENT TRANSPORTATION SYSTEM

Increase the use of Intelligent Transportation System (ITS) technology to improve efficiency and safety throughout the transportation system.

07: PARKING

Pursue creative parking strategies to fund and activate parking structures, explore reducing minimum parking standards, and share parking between daytime and nighttime uses.

DOWNTOWN

INFOCUS

A BLUEPRINT FOR FARGO'S CORE



JANUARY 2018

3.2 Mix It Up on Broadway

The transformation of Broadway about 15 years ago has stimulated a lot of activity Downtown. While that investment feels all too recent for those who raised the capital to make it happen, like any major investment, it needs some updating to respond to current opportunities.

With more restaurants and retail Downtown than 15 years ago, there is a desire for more public space to support these businesses. While Broadway is a great front door for Downtown, there are opportunities to improve it even further.

In Holland, MI, the main retail street is similar in size to Broadway, with angled parking and bump outs. The difference is in how the sidewalk bump-outs are used. In some cases, they are used as public space with winter warming huts, in others they serve as outdoor seating for restaurants or home to seasonal plantings. Broadway has the space to do something similar with just a few changes to the design.

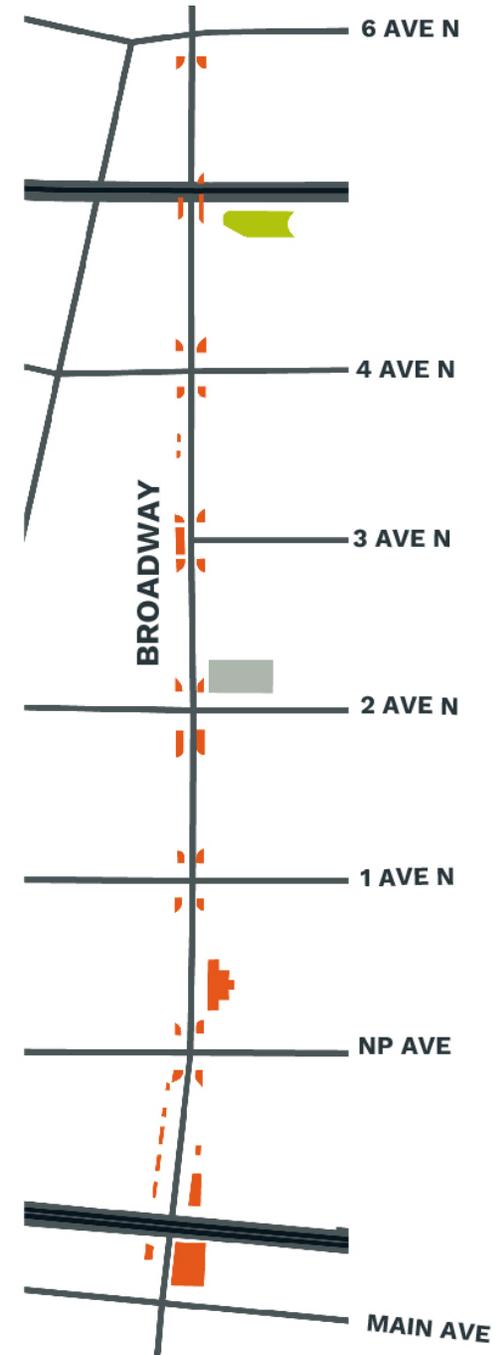
“Outsiders are often more enchanted with Fargo than locals – how can we use this process to help residents see this place in a new light and fall in love with their city again?”

– interview



Bump-outs used for outdoor dining

Small gathering space and warming hut on sidewalk bump-out in Holland, MI



The underutilized spaces in the public realm along Broadway amount to over a half acre of space (or roughly twice the size of Block 9 Plaza)!

Reclaim select planted areas for active programming and use.

Along Broadway, there are some plantings, but mostly these spaces are unusable—constrained by immovable furniture on the edges, limited shade, and amenities like bike parking awkwardly forced into the street next to parking. From 6th Avenue to Main Avenue along Broadway alone, there is over a half acre of underutilized public space including the bump-outs and some adjacent spaces that serve as building entranceways. This is more than twice the size of the proposed Block 9 Plaza. A redesign could have a dramatic impact on Downtown.

Akin to what is happening next to Atomic Coffee, the idea is to clear these bump-outs and integrate new features that invite active use. The elements include:

- > Flexible street furnishings including movable tables and chairs
- > Shade trees where possible
- > Improved ADA accessibility from the sidewalk and street
- > Public art where appropriate
- > Winter warming huts, preferably designed locally by NDSU architecture students
- > Bicycle parking
- > And, if adjacent an adjacent restaurant will agree to help maintain the space, dedicated space for seasonal outdoor seating

Should liquor laws remain as they are and a restaurant requires the outdoor seating to be immediately adjacent to the building, an alternative approach is integrate the sidewalk into the bump-out to allow access and egress around the seating. The design process will need to engage immediately adjacent retailers and restaurants to determine the best design for each bump-out.

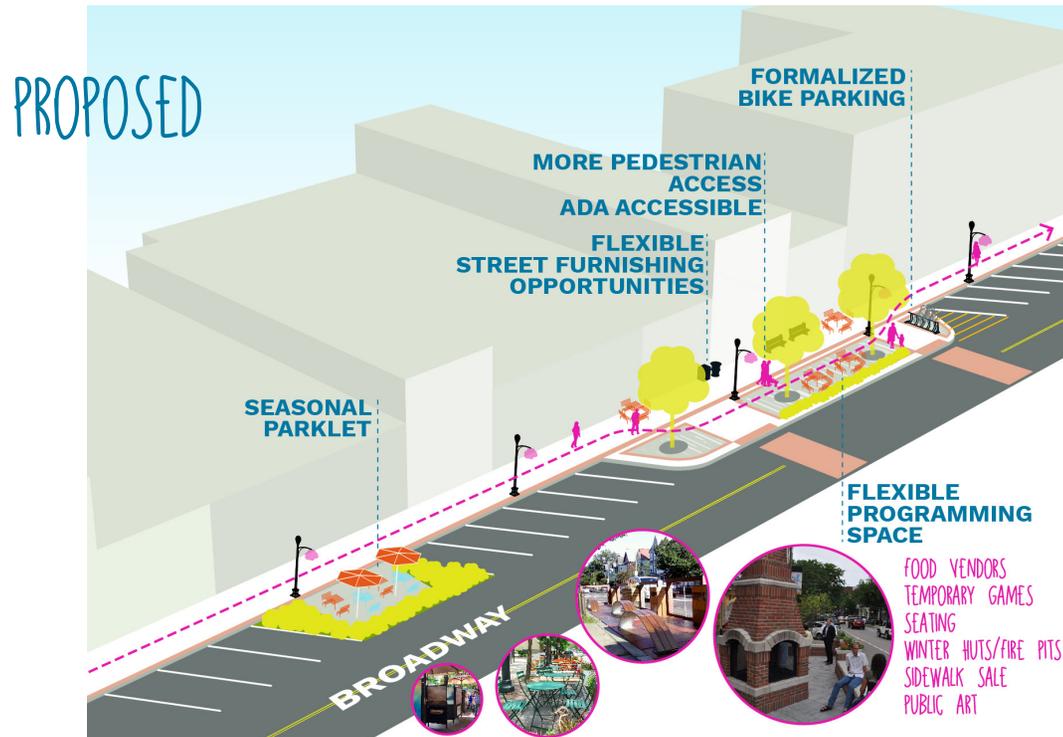
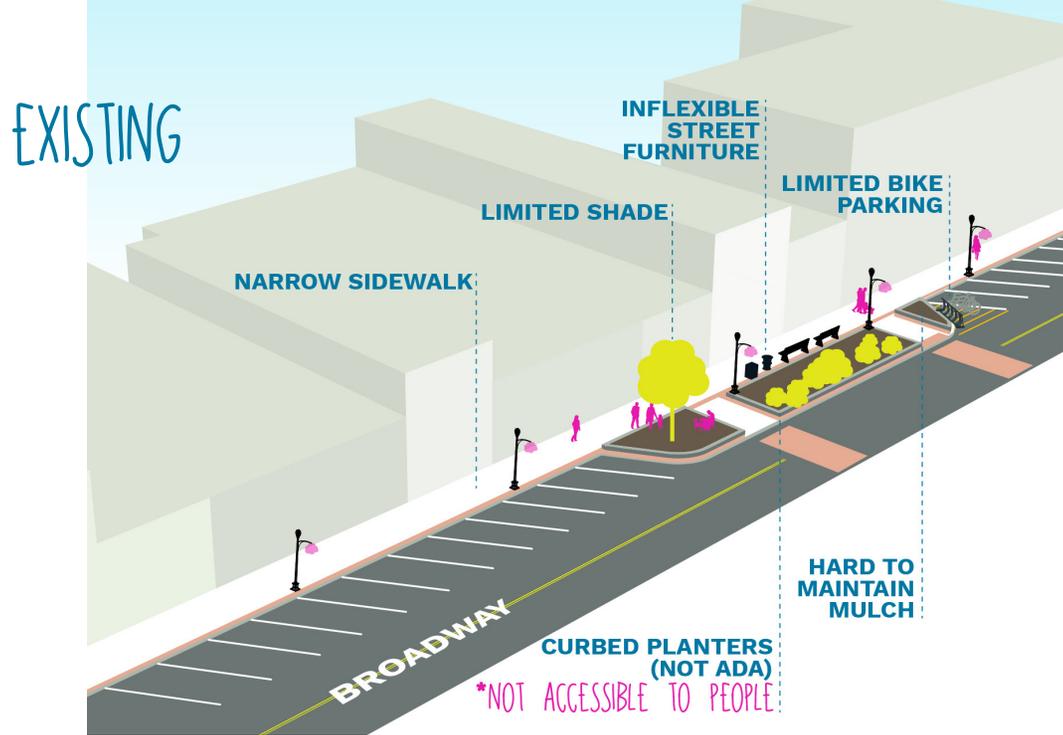


FIGURE 15: Design Concepts for Retrofitting Existing Broadway Bump-Outs & Adding Seasonal Parklets



“I’m from Grand Forks – I lost 20 pounds from walking everywhere, the health benefits are huge for living in a more walkable community.”

– interview

Complete Our Streets

Make complete streets common place and encourage trips by foot, bicycle, and bus, as well as car.

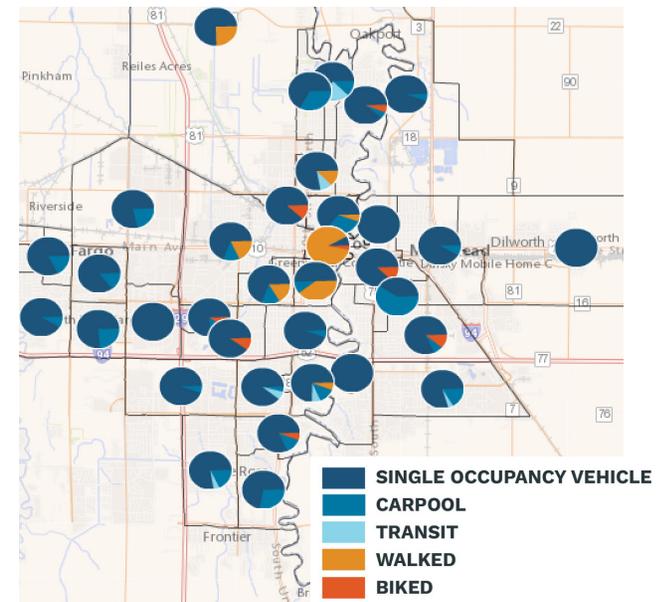


WHY IS THIS IMPORTANT?

In a dense, walkable Downtown like Fargo’s, streets must serve many purposes and multiple modes.

Fargo’s Downtown is growing, putting more demand on Fargo’s streets than ever before. Housing in Downtown and the nearby neighborhoods is becoming more popular with students and young professionals who want to live in a walkable urban area. But, Fargo’s businesses still rely on customers coming Downtown from throughout the region. It is important to consider the daily local and regional flows of people in and out of Fargo.

Commute mode analysis shows walkability Downtown



Source: U.S. Census Bureau, ACS 2006-2010 5 year estimates. Special Tabulation: Census Transportation Planning

“Growing up, I never thought I’d live here. I’m a 5th generation North Dakotan and the first to live an urban lifestyle. I walk to work. I fell in love with the possibilities.”

– interview



WHAT ARE WE TRYING TO ACCOMPLISH?

Fargo must rebalance its streets such that they continue to move cars while also making space for other modes.

Downtown Fargo is at a crossroads. The demographic data illustrate that people in Downtown are shifting toward a more progressive attitude about urban mobility. There is growing enthusiasm for a livable, walkable Downtown full of active spaces and safe streets. Changes to design approach and policy in support of growth are needed to maintain this momentum. Fargo needs “Complete Streets,” streets designed to serve everyone. A Complete Streets approach integrates people and place in the planning, design, construction, operation, and maintenance of the transportation network.

Street space is in high-demand. Although every street can be a Complete Street, not every street needs to have specific space dedicated to each and every mode. For example, a neighborhood street should be comfortable for cyclists with or without a bike lane because there is typically less traffic, and cars should move more slowly along the street. In Fargo, the approach to transportation improvements must happen at the network level. This helps to ensure streets are safe for people of all ages and abilities, balance the needs of different modes, and support local businesses, residents, and natural environments.

To best position Fargo to develop a coordinated future network of Complete Streets, *Downtown InFocus* created the *Downtown Fargo Playbook*. The *Downtown Fargo Playbook* outlines a coordinated approach to street reconstruction that **aims to improve safety and offer transportation choice by rebalancing important car-moving streets to create space for other modes where it is most needed to ensure safe movement no matter how people choose to get around.**

Designing a streetscape goes far beyond the curbs. *Downtown InFocus* **aims to create a more beautiful and resilient Downtown by integrating greening and stormwater management into street design.**

Streets and sidewalks that lead into Downtown are the first impression offered to Fargo’s visitors. **Economic development in Downtown is reinforced by improving the look and feel of Downtown’s streets.** Ensuring not only access, but an enjoyable experience reaching Downtown destinations, will help the business district to flourish.



FARGO-MOORHEAD METROPOLITAN
**BICYCLE AND
PEDESTRIAN
PLAN**

October 2022

METROCOG

Pedestrian Improvements

The intersections below were identified as high-priority sites for pedestrian crossing improvements throughout the Fargo-Moorhead metropolitan area. Intersections were identified via the existing conditions analyses conducted as part of this planning process—including Pedestrian Level of Traffic Stress (LTS), equity, collision, and connectivity analyses—as well as with input from staff from Metro COG and its member jurisdictions. In some cases, bicycle network recommendations (presented separately) overlap with pedestrian improvement intersections presented here. Bicycle network recommendations will be implemented to create an All Ages and Abilities network, and that in many cases these improvements will also improve conditions for pedestrians.

It is important to note that improvement recommendations are conceptual only, and do not include engineering or funding considerations. Additional evaluation is required to identify the improvements that are most appropriate to each location. Many of the treatment opportunities identified here are additive, not exclusive. Further evaluation of site-specific conditions will help to inform decisions about the suite of improvements to be implemented at a given location, including how pedestrian and bike facility improvements can be designed synergistically.

Fargo-Moorhead Metropolitan Area Complete Streets Policy Statement

Approved by the Fargo-Moorhead Metropolitan Council of
Governments' Policy Board on November 18, 2010

1. Purpose

The term Complete Streets means the process of planning, designing, building, and operating streets so they routinely and safely accommodate all modes of local and regional travel.

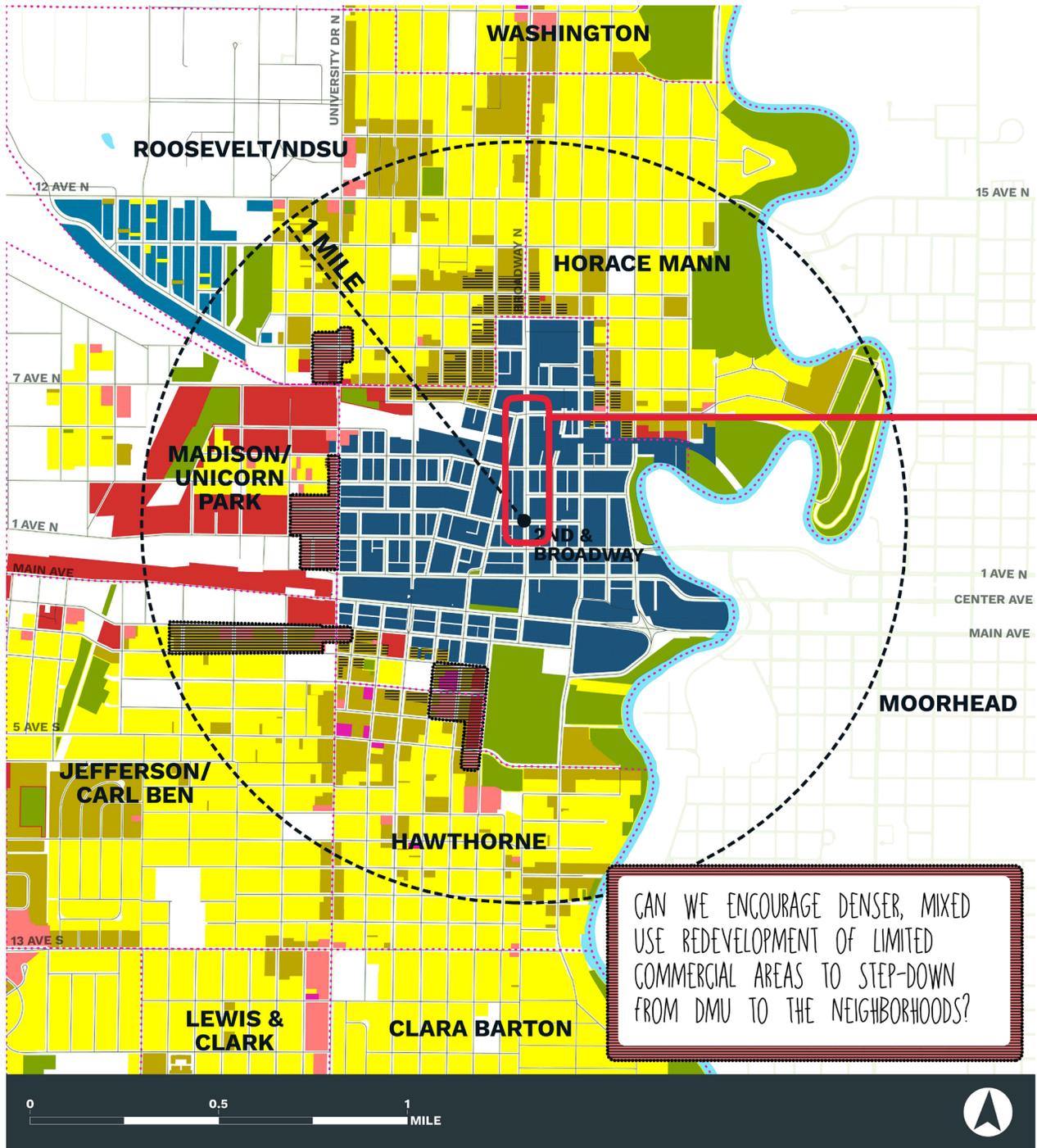
Completing a street will expand its capacity to serve everyone who travels on it, be it by motor vehicle, foot, bicycle, transit, or other means. Complete streets are essential for those who cannot drive – because of age, disability, income, or other reason – and for those who choose not to drive to save money, protect the environment, or be healthier by living a more active lifestyle.

Complete Streets is not a revolutionary planning concept; it is essentially practicing coordinated, comprehensive and contextual planning and design. It is not a prescriptive design or outcome; it is a process based on guiding principles. Complete Streets and the concept of planning for Complete Streets are recognized nationally by numerous states and local jurisdictions. The state of Minnesota passed a Complete Streets law in July of 2010. The Federal Government is also cognizant of the benefits of planning for all users of the transportation system. The Federal Complete Streets Act of 2009 is presently moving through Congress.

This Policy Statement is meant to act as a guidance document. The guidance within this document is not a requirement set upon any of Metro COG's member local units of government or other federal aid recipients in the FM Metropolitan Area. The hope is that member local units of government will consider all modes of transportation during the planning, design, construction, and operation phases as provided in this Complete Streets Policy Statement.

The benefits of Complete Streets can be both qualitative and quantitative, and can act both in the short and long-term:

- **Safety** – reduction of conflict and encouragement of more predictable interaction among motorists, bicyclists and pedestrians of all ages and abilities
- **Environmental** – less air and noise pollution
- **Maintenance** – less use of roads by automobiles if significant mode shifts occur
- **Congestion** – integration of transit and non-motorized modes can reduce local congestion if a mode shift occurs
- **Health** – increased physical activity and reduction in healthcare costs
- **Accessibility** – approximately one-third of the population cannot or does not drive a car (Complete Streets Report, 2009, MnDOT); increased compliance with the Americans with Disabilities Act (ADA) will provide better access for people of all ages and abilities
- **External Costs** – reductions correlated with less costly modal choices
- **Economic Activity** – A network of complete streets is safer and more appealing to residents and visitors, which is good for retail and commercial development.



How can we ease the transition from Downtown to near neighborhoods?

Source: Interface Studio

PROJECT AREA

- ZONING PERMITS RESIDENTIAL**
- DOWNTOWN MIXED USE (DMU)**
- UNIVERSITY MIXED USE (UMU)**
- SINGLE DWELLINGS (SR 1-4)**
- MULTIPLE DWELLINGS (MR 1-3)**
- NEIGH. COMMERCIAL (NC/NO)**
- DENSITY BONUS WITHIN 600' of DMU in MR3**
- RESIDENTIAL AS CONDITIONAL USE**
- LIMITED COMMERCIAL (LC)**
- GENERAL COMMERCIAL (GC)**
- DENSER, MIXED USE, AS-OF-RIGHT TRANSITION ZONE**
- NEIGHBORHOOD BOUNDARY**

FIGURE 3: Transition Zones from DMU to Near Neighborhoods



ENGINEER'S PRELIMINARY ESTIMATE
Broadway Brick Replacement at 2 Ave N, 3 Ave N, and 4 Ave N
ADA Upgrades from Main to 6th Ave N

8% Annual Inflation %

Line	Name	Quantity	Unit	Unit Value \$	Extended Value \$	2027	Costs in year
Removal and Replacement of Brick Pavers at 2nd Ave N							
	Mobilization	1	LS	\$ 85,000.00	\$ 85,000.00	\$ 115,641.56	
	Removal of Curb & Gutter	300	LF	\$ 30.00	\$ 9,000.00	\$ 12,244.40	
	Removal of Sidewalk	177	SY	\$ 30.00	\$ 5,310.00	\$ 7,224.20	
	Removal of Pavers	238	SY	\$ 70.00	\$ 16,660.00	\$ 22,665.75	
	Removal of Pavement	421	SY	\$ 70.00	\$ 29,462.22	\$ 40,083.03	
	F&I Edge Drain 4" Dia PVC	300	LF	\$ 30.00	\$ 9,000.00	\$ 12,244.40	
	F&I Woven Geotextile Fabric	659	SY	\$ 10.00	\$ 6,588.89	\$ 8,964.11	
	F&I Class 5 Agg - 12" Thick	659	SY	\$ 40.00	\$ 26,355.56	\$ 35,856.44	
	F&I Pavement 10" Thick Doweled Conc	421	SY	\$ 300.00	\$ 126,266.67	\$ 171,784.41	
	F&I Curb & Gutter Standard (Type II)	300	LF	\$ 110.00	\$ 33,000.00	\$ 44,896.14	
	F&I Sidewalk 6" Thick Reinf Conc	177	SY	\$ 200.00	\$ 35,400.00	\$ 48,161.31	
	F&I Det Warn Panels Cast Iron	360	SF	\$ 90.00	\$ 32,400.00	\$ 44,079.84	
	Install Brick Pavers	238	SY	\$ 550.00	\$ 130,900.00	\$ 178,088.00	
	Casting to Grade - w/Conc	7	EA	\$ 1,200.00	\$ 8,400.00	\$ 11,428.11	
	GV Box to Grade - w/Conc	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,360.49	
	F&I Casting - Floating Manhole	5	EA	\$ 3,725.00	\$ 18,625.00	\$ 25,339.11	
	Salvage and Reinstall Sidewalk Bricks	120	SF	\$ 50.00	\$ 6,000.00	\$ 8,162.93	
	Salvage and Reinstall Landscaping	3	EA	\$ 5,000.00	\$ 15,000.00	\$ 20,407.33	
	Remove and Replace Planter Curb	120	LF	\$ 100.00	\$ 12,000.00	\$ 16,325.87	
	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 13,604.89	
	Pavement Markings	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,802.44	
	Flagging	240	HR	\$ 60.00	\$ 14,400.00	\$ 19,591.04	
	Removal and Replacement of Brick Pavers at 2nd Ave N			\$ 635,768.33	\$ 635,768.33	\$ 864,955.80	Removal and Replacement of Brick Pavers at 2nd Ave N
Removal and Replacement of Brick Pavers at 3rd Ave N							
	Mobilization	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 102,036.67	
	Removal of Curb & Gutter	300	LF	\$ 30.00	\$ 9,000.00	\$ 12,244.40	
	Removal of Sidewalk	145	SY	\$ 30.00	\$ 4,350.00	\$ 5,918.13	
	Removal of Pavers	74	SY	\$ 70.00	\$ 5,180.00	\$ 7,047.33	
	Removal of Pavement	416	SY	\$ 70.00	\$ 29,096.67	\$ 39,585.69	
	F&I Edge Drain 4" Dia PVC	300	LF	\$ 30.00	\$ 9,000.00	\$ 12,244.40	
	F&I Woven Geotextile Fabric	490	SY	\$ 10.00	\$ 4,896.67	\$ 6,661.86	
	F&I Class 5 Agg - 12" Thick	490	SY	\$ 40.00	\$ 19,586.67	\$ 26,647.44	
	F&I Pavement 10" Thick Doweled Conc	416	SY	\$ 300.00	\$ 124,700.00	\$ 169,652.97	
	F&I Curb & Gutter Standard (Type II)	300	LF	\$ 110.00	\$ 33,000.00	\$ 44,896.14	
	F&I Sidewalk 6" Thick Reinf Conc	145	SY	\$ 200.00	\$ 29,000.00	\$ 39,454.18	
	F&I Det Warn Panels Cast Iron	220	SF	\$ 90.00	\$ 19,800.00	\$ 26,937.68	

Install Brick Pavers	74	SY	\$ 550.00	\$ 40,700.00	\$ 55,371.90
Casting to Grade - w/Conc	6	EA	\$ 1,200.00	\$ 7,200.00	\$ 9,795.52
GV Box to Grade - w/Conc	0	EA	\$ 1,000.00	\$ -	\$ -
F&I Casting - Floating Manhole	5	EA	\$ 3,725.00	\$ 18,625.00	\$ 25,339.11
Salvage and Reinstall Sidewalk Bricks	250	SF	\$ 50.00	\$ 12,500.00	\$ 17,006.11
Salvage and Reinstall Landscaping	6	EA	\$ 5,000.00	\$ 30,000.00	\$ 40,814.67
Remove and Replace Planter Curb	250	LF	\$ 100.00	\$ 25,000.00	\$ 34,012.22
Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 13,604.89
Pavement Markings	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,802.44
Flagging	180	HR	\$ 60.00	\$ 10,800.00	\$ 14,693.28

Removal and Replacement of Brick Pavers at 3rd Ave N \$ 522,435.00 \$ 710,767.05

Removal and Replacement of Brick Pavers at 3rd Ave N

Removal and Replacement of Brick Pavers at 4th Ave N

Mobilization	1	LS	\$ 95,000.00	\$ 95,000.00	\$ 129,246.45
Removal of Curb & Gutter	340	LF	\$ 30.00	\$ 10,200.00	\$ 13,876.99
Removal of Sidewalk	152	SY	\$ 30.00	\$ 4,560.00	\$ 6,203.83
Removal of Pavers	250	SY	\$ 70.00	\$ 17,500.00	\$ 23,808.56
Removal of Pavement	514	SY	\$ 70.00	\$ 35,995.56	\$ 48,971.56
F&I Edge Drain 4" Dia PVC	340	LF	\$ 30.00	\$ 10,200.00	\$ 13,876.99
F&I Woven Geotextile Fabric	764	SY	\$ 10.00	\$ 7,642.22	\$ 10,397.16
F&I Class 5 Agg - 12" Thick	764	SY	\$ 40.00	\$ 30,568.89	\$ 41,588.64
F&I Pavement 10" Thick Doweled Conc	514	SY	\$ 300.00	\$ 154,266.67	\$ 209,878.10
F&I Curb & Gutter Standard (Type II)	340	LF	\$ 110.00	\$ 37,400.00	\$ 50,882.29
F&I Sidewalk 6" Thick Reinf Conc	152	SY	\$ 200.00	\$ 30,400.00	\$ 41,358.86
F&I Det Warn Panels Cast Iron	320	SF	\$ 90.00	\$ 28,800.00	\$ 39,182.08
Install Brick Pavers	250	SY	\$ 550.00	\$ 137,500.00	\$ 187,067.23
Casting to Grade - w/Conc	7	EA	\$ 1,200.00	\$ 8,400.00	\$ 11,428.11
GV Box to Grade - w/Conc	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 2,720.98
F&I Casting - Floating Manhole	4	EA	\$ 3,725.00	\$ 14,900.00	\$ 20,271.29
Salvage and Reinstall Sidewalk Bricks	290	SF	\$ 50.00	\$ 14,500.00	\$ 19,727.09
Salvage and Reinstall Landscaping	6	EA	\$ 5,000.00	\$ 30,000.00	\$ 40,814.67
Remove and Replace Planter Curb	290	LF	\$ 100.00	\$ 29,000.00	\$ 39,454.18
Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 13,604.89
Pavement Markings	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,802.44
Flagging	240	HR	\$ 60.00	\$ 14,400.00	\$ 19,591.04

Removal and Replacement of Brick Pavers at 4th Ave N \$ 728,233.33 \$ 990,753.41

Removal and Replacement of Brick Pavers at 4th Ave N

Removal and Replacement of Ramps for Handicap Parking (Main to 6th Ave N)

Mobilization	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 81,629.34
Removal of Curb & Gutter	480	LF	\$ 30.00	\$ 14,400.00	\$ 19,591.04
Removal of Sidewalk	450	SY	\$ 30.00	\$ 13,500.00	\$ 18,366.60
Removal of Pavement	550	SY	\$ 70.00	\$ 38,500.00	\$ 52,378.82
F&I Class 5 Agg - 12" Thick	550	SY	\$ 40.00	\$ 22,000.00	\$ 29,930.76
F&I Pavement 10" Thick Doweled Conc	550	SY	\$ 300.00	\$ 165,000.00	\$ 224,480.68
F&I Curb & Gutter Standard (Type II)	480	LF	\$ 110.00	\$ 52,800.00	\$ 71,833.82

F&I Sidewalk 6" Thick Reinf Conc	450	SY	\$ 200.00	\$ 90,000.00	\$ 122,444.01	
Salvage and Reinstall Sidewalk Bricks	300	SF	\$ 50.00	\$ 15,000.00	\$ 20,407.33	
Salvage and Reinstall Landscaping	6	EA	\$ 5,000.00	\$ 30,000.00	\$ 40,814.67	
Remove and Replace Planter Curb	300	LF	\$ 100.00	\$ 30,000.00	\$ 40,814.67	
Traffic Control	12	EA	\$ 2,500.00	\$ 30,000.00	\$ 40,814.67	
Pavement Markings	12	EA	\$ 5,000.00	\$ 60,000.00	\$ 81,629.34	
Removal and Replacement of Ramps for Handicap Parking (Main to 6th Ave N)				\$ 621,200.00	\$ 845,135.74	\$ 2,566,476.26

Total Construction Cost	\$ 2,507,636.67	\$ 3,411,612.00	Total Construction Cost
Engineering 10%	\$ 250,763.67	\$ 341,161.20	
Admin 4%	\$ 100,305.47	\$ 136,464.48	
Legal 3%	\$ 75,229.10	\$ 102,348.36	
Interest 4%	\$ 100,305.47	\$ 136,464.48	
Contingency 25%	\$ 626,909.17	\$ 852,903.00	
Total Estimated Cost	\$ 3,661,149.53	\$ 4,980,953.52	Total Estimated Cost

\$ 2,729,289.60 fed 80%
 \$ 682,322.40 local 20%

2023 costs

2027 costs



To: Policy Board members
From: Ben Griffith, AICP, Executive Director
Date: December 15, 2023
Re: **2023-2024 Unified Planning Work Program (UPWP) Amendment #5**

The purpose of this memo is to address changes to operations and overhead costs for 2023 and amend the 2023-2024 UPWP to bring it into alignment with our year-end estimates.

Metro COG staff hours were approximately 300 hours under what was budgeted due to a resignation leaving an unfilled position vacant for thirteen weeks, as well as a one-week vacancy between Executive Directors.

Program Area	Budget Reconfiguration
100	\$5,625.10
200	\$5,974.50
300	\$14,593.50
400	\$22,621.60
500	\$1,945.80
600	\$8,888.40
700	\$21,134.50
800	\$11,482.77
900	\$3,832.43
1000	\$0.00

Program Area	New Program Area Budget
100	\$66,803.80
200	\$115,271.46
300	\$166,259.59
400	\$148,321.88
500	\$17,319.20
600	\$42,749.65
700	\$46,697.25
800	\$257,067.19
900	\$13,927.63
1000	\$20,817.20

There were differences in staff hours on various projects in various programming categories, which have been reconfigured into other categories, maintaining a budget neutral approach to the reconfiguring of these staff hours, as seen above in the two tables. The table on the following page provides a breakdown of the budgeted and used staff hours, along with the differences for comparison. The table on the following page provides year-end tally of those staff hours.

Comparison of 2023 Budget for Staff Hours and 2023 Year-End Actual Hours

Program Area	2023 UPWP		2023 Actual		Difference	
	Budget	Staff Hours	\$ Spent	Staff Hours	Variation from Budget	Staff Hours
100 Policy and Administrative Forums	\$72,429	1,260	\$66,048	1,118	\$6,380.99	-245
200 Contracted Planning	\$121,246	2,178	\$104,563	1,785	\$16,682.83	185
300 Federal Transportation Planning & Documentation	\$151,666	2,757	\$163,369	2,887	(\$11,702.86)	-117
400 Technical Transportation Data & Analysis	\$125,700	2,852	\$146,791	3,358	(\$21,090.38)	460
500 Transit Planning	\$15,373	360	\$17,177	341	(\$1,803.38)	-170
600 Bicycle & Pedestrian Planning	\$33,861	704	\$38,883	1,028	(\$5,021.48)	444
700 Local Planning Assistance	\$67,832	1,305	\$44,265	829.25	\$23,566.94	-1,055
800 General Administration*	\$274,221	3,374	\$177,459.81	3,244	\$96,760.95	11
900 Publications Public Information and Communication	\$17,760	403	\$9,023	202	\$8,737.36	-154
1000 Community Planning and Technical Assistance	\$20,817	440	\$23,085	547	(\$2,268.06)	341
TOTAL	\$900,906	15,633	\$790,663	15,340	\$110,243	-300.00

*General Administration includes all staff leave time (holiday, vacation and sick leave)

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Metro COG's 2023 overhead expenditures are very close to the amounts budgeted. The table below provides a detailed breakdown of overhead expenses for 2023. Some areas were over, such as Office Rent, due to increased CAM charges, Insurance due to new hires, IT for software application purchases, and overages in the Audit and Accounting Services categories. All of these increases will be accounted for in the preparation of the 2024 budget.

2023 Overhead Budget				
800	Category	Budgeted	Spent	Remaining
800a	Travel/Training	\$ 20,840.00	\$ 13,451.10	\$ 7,388.90
800b	Dues/Subscriptions	\$ 10,034.00	\$ 6,604.44	\$ 3,429.56
800c	Office Supplies	\$ 3,900.00	\$ 1,501.77	\$ 2,398.23
800d	Postage/Meter Lease	\$ 2,184.00	\$ 1,247.00	\$ 937.00
800e	Advertising	\$ 2,000.00	\$ 1,036.59	\$ 963.41
800f	Office Rent	\$ 92,123.00	\$ 91,060.97	\$ 1,062.03
800g	Insurance	\$ 7,888.00	\$ 8,846.81	\$ (958.81)
800h	Phone/Internet	\$ 4,200.00	\$ 3,812.97	\$ 387.03
800i	Information Systems/IT	\$ 138,288.00	\$ 149,197.87	\$ (10,909.87)
800j	Audit	\$ 13,500.00	\$ 15,000.00	\$ (1,500.00)
800k	Office Equipment	\$ 500.00	\$ 989.05	\$ (489.05)
800L	Printing/Copier Lease	\$ 4,004.00	\$ 3,982.15	\$ 21.85
800m	Legal Services	\$ 1,500.00	\$ 500.00	\$ 1,000.00
800n	Accounting	\$ 16,800.00	\$ 18,647.00	\$ (1,847.00)
800o	HR Services	\$ 500.00	\$ -	\$ 500.00
800p	Traffic Count Maint	\$ 3,925.00	\$ 2,121.41	\$ 1,803.59
800q	Payroll Services	\$ 1,680.00	\$ 1,590.00	\$ 90.00
800r	Newsletter	\$ -	\$ -	\$ -
TOTAL		\$ 324,166.27	\$ 319,589.13	\$ 4,577.14
801a	Bike Map App/Misc	\$ 1,800.00	\$ 563.81	\$ 1,236.19
801b	Traffic Count Fund	\$ 1,000.00	\$ 199.25	\$ 800.75
TOTAL		\$ 2,800.00	\$ 763.06	\$ 2,036.94
5508	Employee Recruitment	\$ -	\$ 6,494.85	\$ (6,494.85)

An estimated \$119.23 remains in the 2023 overhead budget, which Metro COG staff recommends carrying over into the 2024 budget. This includes the \$4,577.14 remaining in the 800a-r categories, plus \$2,036.94 in the locally funded 801 categories, minus \$6,494.85 for employee recruitment, which had not been budgeted for.

Metro COG staff has prepared the attached spreadsheet, showing planning projects previously scheduled for 2024 in the 2023-2024 UPWP adopted by Metro COG and carryover amounts of 2023 projects, as of the date of this memo. Some of these projects are underway and unfinished while others are about to begin. The total amount of this "carryover" project funding amount is \$812,273.62 and should be included in this year-end UPWP amendment. Planning projects already programmed for 2024 are shown on the spreadsheet, some with carryover amounts and some without.

With NDDOT's new single-year contract policy and no written procedures in place, there appears to be no orderly process in place for the carryover of these funds. Therefore, Metro COG staff requests that the Policy Board approve the carryover amounts for the planning projects listed on the attached spreadsheet as part of the year-end amendment to the 2023-2024 UPWP. Until such time as NDDOT develops and shares their process for funding incomplete projects, Metro COG staff has no other alternative available at this time.

Metro COG staff is requesting an End of Year Amendment to the 2023 UPWP for operations and overhead costs and budgeted time and as follows:

- Amend the staff hours and costs as shown in the tables on page 1 and supported by the table on page 2 of this memo.
- Amend the 2023-2024 UPWP to include the \$812,273.62 in carryover funding for the projects listed on the attached spreadsheet.

Requested Action: Recommend approval to the Policy Board of the 2023 year-end UPWP Amendment (#5), consisting of the changes identified below:

- Amend the staff hours and costs as shown in the tables on page 1 and supported by the table on page 2.
- Amend the 2023-2024 UPWP to include the \$812,273.62 in carryover funding for the projects listed on the attached spreadsheet.

Fargo-Moorhead Metropolitan Council of Governments 2023-2024 Adjusted Budget as of December 15, 2023						
Internal Operations & Overhead	2023			2024		
	Federal CPG	Local/State ¹	Overmatch	Federal CPG	Local/State ¹	Overmatch
Personnel (total loaded wages)	\$740,292.07	\$185,073.00		\$784,737.83	\$196,184.46	
Overhead Costs	\$259,333.00	\$64,833.00		\$261,394.40	\$65,349.00	
Subtotal	\$999,625.07	\$249,906.00		\$1,046,132.23	\$261,533.46	
Federal + Local/State	\$1,249,531.07			\$1,307,665.69		
						\$86,872.05
2023 Projects	Federal CPG	Local/State ¹	Overmatch	Federal CPG	Local/State	Overmatch
2024 Projects				Federal CPG	Local/State	Overmatch

2023
Carryover Amounts

2050 MTP (Year 1 of 2 carryover amount)				\$69,497.64	\$17,374.41		\$69,497.64	86872.05	69497.64	17374.41
West Perimeter Highway Corridor Study (carryover)				\$170,494.60	\$42,623.65		\$170,494.60	213118.3	170494.6	42623.65
Moorhead I-94/20th Street Interchange Analysis ² (carryover)				\$86,111.70	\$21,527.92		\$86,111.70	107639.6	86111.7	21527.92
Uni-10 Corridor Study (Year 3 of 3) (carryover)				\$120,018.58	\$30,004.65		\$120,018.58			
Metro RR Needs Study (uses BNSF \$ for local match & overmatch) ³				\$250,000.00	\$62,500.00	\$87,500	\$250,000.00			
Signalized Intersections Data Collection and Reporting (carryover)				\$19,302.20	\$4,825.55		\$19,302.20	24127.75	19302.2	4825.55
Moorhead Intersection Traffic Data Collection (Yr. 2 of 3) (carryover)				\$4,848.90	\$1,212.93		\$4,848.90	6061.13	4848.90	1212.23
Horace Downtown Neighborhoods Plan (carryover)				\$92,000.00	\$23,000.00		\$92,000.00	(Depends upon Amendment #4 on whether it is carryover)		
NDSU ATAC Annual Participation				\$8,000.00	\$2,000.00					
2050 MTP (Year 2 of 2)				\$176,000.00	\$44,000.00					
Heartland Trail Alignment Analysis (Yr. 1 of 2)				\$100,000.00	\$25,000.00					
Vehicular Bridge Crossing Study at 76th Avenue S & 100th Avenue S				\$160,000.00	\$40,000.00					
15th Avenue N Corridor Study (Moorhead, Dilworth, Clay Co)				\$120,000.00	\$30,000.00					
13th Avenue S (or 15th Street W) overpass at I-94 & Sheyenne Diversion)				\$160,000.00	\$40,000.00					
Signalized Intersections Data Collection and Reporting - Expansion Project				\$80,000.00	\$20,000.00					
Moorhead Intersection Traffic Data Collection (Yr. 3 of 3)				\$9,896.00	\$2,474.00					
Horace Downtown Neighborhoods Plan-add. budget from Complete Streets ⁴				\$81,473.00	\$0.00					
SS4A - Safety Action Plan (separate SS4A grant) (carryover)				\$154,473.30	\$38,618.33					
Electric Vehicle Readiness Study (CRP) (carryover)				\$119,963.06	\$29,990.77					
Subtotal	\$0.00	\$0.00	\$0.00	\$1,982,078.98	\$475,152.21		\$812,273.62	Federal Carryover		
Total	\$999,625.07	\$249,906.00	\$0.00	\$3,028,211.21	\$736,685.67					
Minus Federal funds from other sources (CRP & SS4A grant)				-\$292,696.10						
Adjusted Total	\$999,625.07	\$249,906.00	\$0.00	\$2,735,515.11	\$736,685.67					
Federal + Local and Overmatch	\$1,249,531.07			\$3,472,200.78						

Projects shaded in dark blue are funded with non-CPG Federal sources.

¹Does not include \$6,705 local match for MnDOT State Planning Funds

²Moorhead I-94/20th Street Interchange Analysis includes Amendment #3 amount for traffic analysis

³Local funds for Metro Railroad Needs Study includes BNSF funds for both local match, and additional overmatch.

Total of BNSF funds - \$150,000 with \$62,500 used as local match and \$87,500 as overmatch

⁴Complete Streets set-aside funding from 2022, 2023 and 2024 requires NO local match; total funding for the Horace project (including local match) is \$196,473.

To: Policy Board
From: Michael Maddox, AICP – Senior Transportation Planner
Date: December 15, 2023
Re: **Horace Core Neighborhoods Plan Request for Proposals**

The City of Horace approached Metro COG earlier this year to include a study of bicycle and pedestrian connections from the surrounding neighborhoods to downtown in its UPWP. Most of Horace's core neighborhoods were built during a time when Horace was more rural in character, therefore did not include bicycle and pedestrian facilities. However, Horace has been the epicenter for regional growth in the last couple of years. Newer neighborhoods are being developed with bicycle and pedestrian facilities in mind, as is the current practice.

Horace would like to study how to retrofit their core neighborhoods and downtown with multimodal infrastructure providing access and mobility in and around the community. In order to achieve that goal, Horace would like Metro COG to assist them in conducting a study to establish a community multi-modal vision, develop community specific best practices, and figure out how they can overcome obstacles to implement construction of bicycle and pedestrian facilities.

The objective of the Horace Downtown Neighborhood Plan is to provide a long-range community vision for Downtown Horace. This vision should incorporate multimodal transportation infrastructure that balances bicycle and pedestrian movements with vehicular traffic, the relationship between the roadway and the surrounding land uses, streetscape and other such improvements that delineate Horace's downtown, and the connection of the downtown area to surrounding neighborhoods.

The Horace Downtown Neighborhood Plan will be a consultant-led study and is in Metro COG's Unified Planning Work Program (UPWP) to begin in 2024. The budget for this project is \$196,473 (\$92,000 CPG, \$23,000 local match, \$81,473 Complete Street Set-Aside).

The Transportation Technical Committee (TTC) unanimously recommended approval and release of the RFP. **Attached** is the study's draft RFP which is anticipated to be released pending Policy Board approval on December 21st.

Requested Action: Approval of the Horace Core Neighborhood Plan RFP and its subsequent release.

**FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS**

REQUEST FOR PROPOSALS (RFP)

PROJECT NO. 2023-209

Horace Downtown Neighborhood Plan

December, 2023

APPROVED:

Ben Griffith
Metro COG, Executive Director

REQUEST FOR PROPOSALS (RFP)

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

Horace Downtown Neighborhood Plan

Qualifications based selection criteria will be used to analyze proposals from responding consultants. The most qualified candidates may be invited to present an oral interview. Upon completion of technical ranking and oral interviews, Metro COG will enter into negotiations with the top ranked firm. **Sealed cost proposals shall be submitted with the RFP.** The cost proposal of the top ranked firm will be opened during contract negotiations. Those firms not selected for direct negotiations will have their unopened cost proposals returned. Metro COG reserves the right to reject any or all submittals. This project will be funded, in part with federal transportation funds and has a not-to-exceed budget of **\$196,473 (\$173,473 federal, \$23,000 local match).**

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

All applicants must be prequalified with the North Dakota Department of Transportation (NDDOT). If not prequalified with the NDDOT, applicants will be required to submit a completed Standard Form 330 (Exhibit D) with their submittal of information.

All proposals received by **4:30 p.m. (Central Time) on Wednesday, January 24, 2024** at the Metro COG office will be given equal consideration. Respondents must submit three (3) print copies of the proposal. The full length of each proposal shall not exceed fifteen (15) double sided pages for a total of thirty (30) pages; including any supporting material, charts, or tables.

Hard copies of technical and/or cost proposals shall be shipped to ensure timely delivery to the contact defined below:

Michael Maddox
Fargo-Moorhead Metropolitan Council of Governments
Case Plaza, Suite 232
One 2nd Street North
Fargo, ND 58102
maddox@fmmetrococg.org
701.532.5104

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

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

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

I AGENCY OVERVIEW

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

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

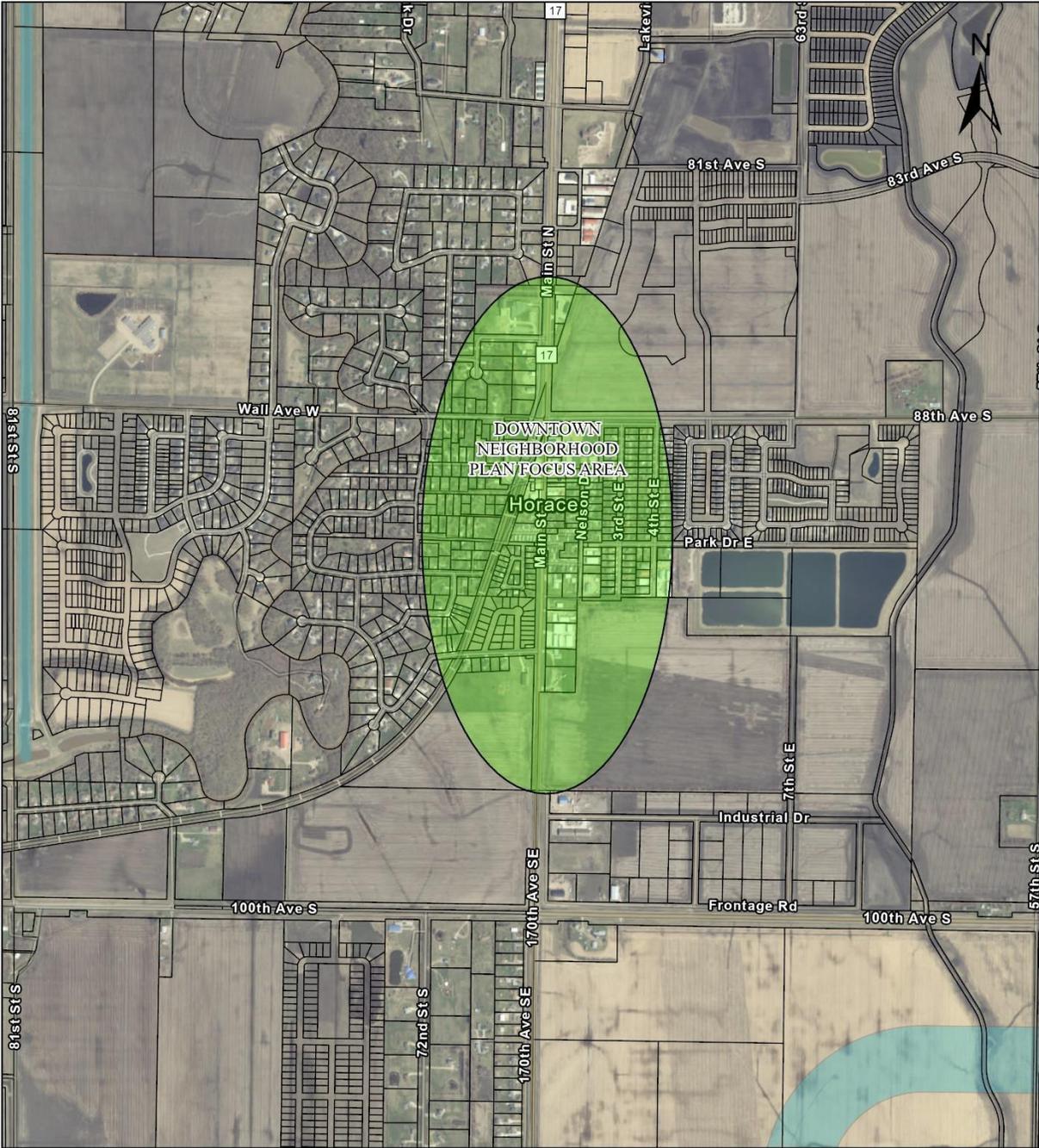
II PROJECT BACKGROUND AND OBJECTIVE

The City of Horace is a rapidly growing bedroom community with a population of over 3,000 residents located in the southwest corner of the greater Fargo-Moorhead metropolitan area. While Horace has roots dating to the 1880's and was incorporated in the 1940's, the city has experienced a dramatic increase in population over the past 30 years, transitioning from a rural agricultural service center of around 660 in 1990, to a modern suburban community that is currently experiencing growth of over 290 dwelling units per year.

The objective of the Horace Downtown Neighborhood Plan is to provide a long-range community vision for Downtown Horace. This vision should incorporate multimodal transportation infrastructure that balances bicycle and pedestrian movements with auto-traffic, the relationship between the roadway and the surrounding land uses, streetscape and other such improvements that delineate Horace's downtown, and the connection of the downtown area to surrounding neighborhoods.

The Horace Downtown Neighborhood Plan should aim to be a multi-faceted plan that includes strategies for both transportation and land use. At a high level, this plan should provide guidance for bicycle and pedestrian safety, and connectivity improvements along Main Street and immediate residential neighborhoods. The plan should also include urban design focused recommendations for traffic calming, conceptual designs of the downtown neighborhood streetscape, identify areas for communal gathering, public art, and heritage celebration. These recommendations should be assessed with transition and connectivity strategies to create a cohesive, and easily accessible city core.

The rough study area for the plan is show below.



Downtown Neighborhood
Plan Focus Area
Horace, ND



County of Cass, ND, State of North Dakota, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Fargo, North Dakota, Maxar

Horace Downtown Neighborhood Plan

III SCOPE OF WORK AND PERFORMANCE TASKS

Metro COG is seeking a consultant that can not only provide the typical qualifications necessary in the development of the downtown neighborhood plan, but also has the ability to provide pro-activeness, vision, innovation, collaboration, and sustainability in examining and proposing new goals, objectives, and policies. It will be important for the consultant to be as efficient as possible in working through the study and to diligently work with City staff, City administration, and Horace residents to address needs, desires, and concerns.

Outlined below is the scope of work that will guide development of the Horace Downtown Neighborhood Plan. Metro COG has included the following scope of work to provide interested consultants insight into project intent, context, coordination, responsibilities, and other elements to help facilitate proposal development.

This outline is not necessarily all-inclusive and the consultant may include in the proposal any additional performance tasks that will integrate innovative approaches to successfully complete the project. At a minimum, the consultant will be expected to establish detailed analyses, recommendations, and/or deliverables for the following tasks:

Task 1 – Project Management

This task involves activities required to manage the project including staff, equipment and documentation. It also includes the preparation of monthly progress reports, documenting travel and expense receipts, and preparing and submitting invoices for reimbursement. In addition, this task includes progress meetings with Metro COG. It should be assumed that progress meetings will occur at least monthly and as needed in between.

The Consultant will assign a single person to serve through the life of the contract as Consultant Project Manager (“PM”). The PM must be the person identified in the selected firm’s proposal and may not be changed without prior written approval of Metro COG. The PM is responsible for overall project management necessary to ensure the satisfactory completion of the Horace Downtown Neighborhood Plan, on-time and on-budget, in accordance with the scope of services. The PM will serve as a single point of contact and will be expected to ensure the consultant team is properly managed, adequate resources are available, submittals are timely, quality control processes are utilized for maximum benefit, and invoices are paid in a timely fashion.

The PM will submit monthly invoices with documentation acceptable to Metro COG within 30 business days following the end of each month throughout the life of the contract. Invoices must include the monthly progress report, a breakout of activities by task, employee hours for those tasks, and any supportive documentation for expenses. Metro COG reviews and processes all invoices for payment that are received prior to its Policy Board (3rd Thursday of each month). Any invoice received after the Wednesday before Policy Board meetings will not be processed until the next Policy Board meeting.

Horace Downtown Neighborhood Plan

Task 2 – Community Engagement

Community engagement will be in accordance with Metro COG’s Public Participation Plan. Metro COG will also ensure engagement processes are pursuant to the Title VI and Limited English Proficiency (LEP) plans, which the Consultant should also be familiar with. Community engagement will involve the following:

1) Study Review Committee

Development of the Horace Downtown Neighborhood Plan will be guided by a Study Review Committee (SRC), which will provide oversight and input into the development of the Study. Once the project is awarded the consultant, Metro COG, and the City of Horace will identify the members that shall comprise the committee.

The Consultant should propose the quantity, timing, and content of the SRC meetings. The Consultant will be responsible for coordinating, scheduling, and developing agendas for meetings. This will be done in coordination with Metro COG’s project manager. SRC meetings may be scheduled in conjunction with community engagement events or other project milestones to make efficient use of any travel expenditures. The Consultant will be expected to distribute materials to the SRC in a timely manner before public engagement events. The Consultant is also responsible for the recording of meeting minutes, which should be submitted to Metro COG’s project manager after each meeting and will serve as documentation of the SRC’s guidance and decisions.

2) Public Participation

Public Participation is vital to the success of this planning effort. The consultant will need to be strategic in organizing public events in order to focus on the information that is needed to be gathered for the development of the plan. The City of Horace is currently experiencing a high rate of growth and this is highly impacting those residents who live in the core of the community. The public is anticipated to be very vocal on issues affecting their community. The consultant will need to sensitively work to gather as much feedback about the desires of the community in regard to the future of Downtown Horace. It is expected that this effort be as robust as the budget allows and that the consultant should engage in active public engagement strategies that meet people where they congregate.

The Consultant should propose engagement methods they think would be most successful. The Consultant will facilitate all public engagement activities, and should propose the number, type, and strategy for each public involvement effort. Metro COG and the City of Horace will assist as necessary. The consultant should include the roles and responsibilities for public participation activities in their proposal.

At a minimum, public involvement should include:

Horace Downtown Neighborhood Plan

- a) Website, Social Media, and Survey (online or other method) – Metro COG will host a project website for the Study. Metro COG will also work with the Consultant in obtaining materials to display on the project website which will be updated frequently throughout the Study's progression.
- b) Public Input Meetings – Whether virtual, in-person (preferred), or a hybrid of the two, the Consultant should propose an approach to public input meetings during the course of the Plan. Public input methods utilized by Metro COG in the past include but are not limited to: open houses (virtual or in-person), pop-up meetings at community events (such as at Horace's 150th Anniversary celebrations), key stakeholder meetings, presentations or informational videos, and field visits.

The Consultant will be responsible for providing advertising materials including PDF flyers, social media posts, media release write-up, and an advertisement for the public notice to be published in the newspaper. All public notice costs will be the responsibility of the Consultant and should be accounted for as part of the project budget.

The Consultant will provide a summary of all public input meetings and if meetings are held in-person, is responsible for providing necessary materials at the meetings, including but not limited to, sign-in sheets, comment forms, handouts, roll drawings, meeting display boards, and meeting presentations. All public comments received shall be recorded, summarized in the final report, or considered for display in the final report's appendix. Metro COG will provide a contact person for which the public to provide input. The contact person or Metro COG project manager shall be made available by phone, mail, and e-mail.

Task 3 – Community Vision

Utilizing the public participation efforts in Task 2, the consultant should develop a vision for Downtown Horace. This vision should include:

- Delineation of Horace's downtown neighborhood;
- A vision for redevelopment of Downtown Horace (including municipal buildings, parks and open space, downtown businesses, residential/commercial mix, etc.);
- Address multimodal transportation infrastructure network taking into account mobility versus livability;
- Desired Streetscape improvements that correspond to the context and alternate uses for the space such as community gathering, outdoor dining, etc.

Task 4 – Complete Streets Strategy

The consultant will work with the City of Horace and Metro COG to craft a specific Complete Streets strategy to be applied to Horace. This strategy should incorporate an overarching mission, vision, and goals to direct the City of Horace as it grows.

Specifically, the consultant should focus on identifying complete streets strategies and infrastructure that responds to desired outcomes of Horace residents and creates a welcoming environment for both transportation and community needs.

Task 5 – Multimodal Infrastructure Connection

The consultant should consider what types of bicycle and pedestrian infrastructure the community would like to see extended into both growing the surrounding parts of Horace connecting them to the core of the community, and how bicycle and pedestrian infrastructure can be retrofitted in pre-existing parts of the community in order to create a network connection to municipal buildings, parks, and commercial businesses. This should include on-street facilities, paths, signed routes, safe crossing treatments, traffic calming, as well as innovative techniques to make a welcoming environment for multimodal transportation options.

Task 6 – Implementation Strategy

The consultant should prepare strategies to assist Horace with implementation of the above tasks. The consultant should take into consideration how projects could be phased in over time, the cost of the project, maintenance responsibilities, funding sources, locations where critical connections need to be made to create a network, and other mechanisms that can be utilized by the City of Horace to implement the recommendations of this study.

Task 7 – Plan Document

The final document should place an emphasis on portraying information in the most visually appealing, easy for the public to understand, and clearly communicable manner linking the document's components to the city's plans and goals. The plan should be able to be used both digitally and in hard copy format. This may take the form of separate print and web formats. Specifically, the city is seeking a plan that:

- Is clearly organized and communicates a clear message both graphically and with accompanying text;
- Is easy to read and understand;
- Has clear goals, objectives, policies, and recommended implementation strategies;
- Links implementation strategies to funding opportunities;
- Includes forward-thinking practices to reach the city's desired outcomes; and

Horace Downtown Neighborhood Plan

- Is adaptable and easy to update as the city evolves after plan adoption.

Task 8 – Plan Approval

The consultant will prepare an administrative draft of the Horace Downtown Neighborhood Plan for review and comment by the SRC. This draft is to be provided as an electronic PDF to study review committee members. Comments received from the SRC will be incorporated in the final draft of the plan for public review. The consultant will consider and incorporate the comments received on the draft Downtown Neighborhood Plan into the final plan, as appropriate, and present it to the SRC, Metro COG Transportation Technical Committee (TTC), Metro COG Policy Board, Horace Planning and Zoning Committee, and the Horace City Council.

The consultant is expected to provide the City of Horace with plan products including GIS shape files used to create maps and a high-resolution document PDF format for printing.

IV Task 7 - IMPLEMENTATION SCHEDULE

1) Consultant Selection

Advertise for Consultant Proposals	approximately 1/3/2024
Due Date for Proposal Submittals (by 4:30pm)	1/24/2024
Review Proposals/Identify Finalists	(week of) 1/25-30/2024
Interview Finalists	between 1/31/2024 – 2/7/2024
Metro COG Board Approval/Consultant Notice	2/15/2024

***Notice to Proceed shall not be issued until the consultant has provided all materials required for contracting, including, but not limited to, the Proposed Sub-Consultant Request form (SFN 60232 (9-2016) and Prime Consultant Request to Sublet form (SFN 60233 (9-2019) form, if applicable, and the Qualifications Based Selection documentation has been fully compiled by Metro COG and submitted to and approved by the North Dakota Department of Transportation.**

V EVALUATION AND SELECTION PROCESS.

Selection Committee. The Client will establish a multijurisdictional selection committee to select the Consultant. The committee will consist of Metro COG staff, local jurisdictions, and state Department(s) of Transportation.

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

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- 20% - Understanding of study objectives and local/regional issues
- 20% - Proposed approach, work plan, and management techniques
- 20% - Experience with similar projects
- 20% - Expertise of the technical and professional staff assigned to the project
- 20% - Current workload and ability to meet deadlines

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

A Consultant will be selected on 2/15/2024 based on an evaluation of the proposals submitted, the recommendation of the Selection Committee and approval by the Metro COG Policy Board.

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

The RFP does not commit the Client to award a contract, to pay any costs incurred in the preparation of the contract in response to this request or to procure or contract for services or supplies. The Client reserves the right to withdraw this RFP at any time without prior notice.

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

VI PROPOSAL CONTENT

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

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

- 1) **Contact Information.** Name, telephone number, email address, mailing address and other contact information for the Consultant's Project Manager.

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- 2) **Introduction and Executive Summary.** This section shall document the Consultant name, business address (including telephone, email address(es), year established, type of ownership and parent company (if any), project manager name and qualifications, and any major facts, features, recommendations or conclusions that may differentiate this proposal from others, if any.

- 3) **Work Plan and Project Methodology.** Proposals shall include the following, at minimum:
 - a) A detailed work plan identifying the major tasks to be accomplished relative to the requested study tasks and expected product as outlined in this RFP;
 - b) A timeline for completion of the requested services, including all public participation opportunities and stakeholder meetings, identifying milestones for development of the project and completion of individual tasks.
 - c) List of projects with similar size, scope, type, and complexity that the proposed project team has successfully completed in the past.
 - d) List of the proposed principal(s) who will be responsible for the work, proposed Project Manager and project team members (with resumes).
 - e) A breakout of hours for each member of the team by major task area, and an overall indication of the level of effort (percentage of overall project team hours) allocated to each task. Note that specific budget information is to be submitted in a sealed cost proposal as described below in Section VIII. General Proposal Requirements.
 - f) A list of any subcontracted agencies, the tasks they will be assigned, the percent of work to be performed, and the staff that will be assigned.
 - g) List of client references for similar projects described within the RFP.
 - h) Ability of firm to meet required time schedules based on current and known future workload of the staff assigned to the project.

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

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

Exhibit A - Cost Proposal Form (as identified in VIII 1)

Exhibit B – Federal Clauses

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Exhibit C – SFN 60232: Proposed Sub-Consultant Request

VII Submittal Information

Hard copies of technical and cost proposals should be shipped to ensure timely delivery to the contact as defined below:

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

All proposals received by 4:30 p.m. on Wednesday, January 24, 2024 at Metro COG's office will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to apply. Respondents must submit one (1) PDF copy of the proposal. The full length of each proposal should not exceed thirty (30) pages; including any supporting material, charts, or tables.

The consultant may ask for clarifications of the RFP by submitting written questions to the Metro COG project manager identified above. Questions regarding this RFP must be submitted no later than October 13, 2023. Metro COG reserves the right to decline a response to any question.

VIII GENERAL RFP REQUIREMENTS.

1) Sealed Cost Proposal. All proposals must be clearly identified and marked with the appropriate project name; inclusive of a separately sealed cost proposal per the requirements of this RFP. Cost proposals shall be based on an hourly "not to exceed" amount and shall follow the general format as provided within Exhibit A of this RFP. Metro COG may decide, in its sole discretion, to negotiate a price for the project after the selection committee completes its final ranking. Negotiation will begin with the Consultant identified as the most qualified per requirements of this RFP, as determined in the evaluation/selection process. If Metro COG is unable to negotiate a contract for services negotiations will be terminated and negotiations will begin with the next most qualified Consultant. This process will continue until a satisfactory contract has been negotiated. The sealed cost proposal is required to include the following documentation:

a. Documentation from the ND Secretary of State detailing the prime consultant is in good standing and is licensed to do business in the State of North Dakota

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- b. **Documentation that the prime consultant is registered with the ND Board of Registration**
 - c. **Documentation showing registration with the federal System for Award Management (SAM.gov) that the prime consultant has not been suspended, debarred, voluntarily excluded, or deterred ineligible**
- 2) **Consultant Annual Audit Information for Indirect Cost.** Consulting firms proposing to do work for Metro COG must have a current audit rate no older than 15 months from the close of the firms Fiscal Year. Documentation of this audit rate must be provided with the sealed cost proposal. Firms that do not meet this requirement will not qualify to propose or contract for Metro COG projects until the requirement is met. Firms that have submitted all the necessary information to Metro COG and are waiting for the completion of the audit will be qualified to submit proposals for work. Information submitted by a firm that is incomplete will not qualify. Firms that do not have a current cognizant Federal Acquisition Regulations (FARs) audit of indirect cost rates must provide this audit prior to the interview. **This documentation should be attached with the sealed cost proposal. The submitted Indirect Rate MUST match the Indirect Rate on all invoicing.**
- 3) **Debarment of Suspension Certification and Certification of Restriction on Lobbying.** See Exhibit B, Federal Clauses regarding Debarment of Suspension and Restriction on Lobbying.
- 4) **Respondent Qualifications.** Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the requested services within this RFP. Each respondent may also be required to show that similar work has been performed in a satisfactory manner and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent whom is engaged in any work that would impair his or her ability to perform or finance this work.
- 5) **North Dakota Department of Transportation Consultant Administration Services Procedure Manual.** Applicants to this Request for Proposal are **required** to follow procedures contained in the *NDDOT Consultant Administration Services Procedure Manual*, which includes prequalification of Consultants. Copies of the Manual may be found on the Metro COG website www.fmmetrocog.org or the NDDOT website at www.dot.nd.gov.

IX CONTRACTUAL INFORMATION.

- 1) The Client reserves the right to reject any or all proposals or to award the contract to the next most qualified firm if the successful firm does not execute a contract within forty-five (45) days after the award of the proposal. The Client will not pay for any information contained in proposals obtained from participating firms.
- 2) The Client reserves the right to request clarification on any information submitted

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and additionally reserves the right to request additional information of one (1) or more applicants.

- 3) Any proposal may be withdrawn up until the proposal submission deadline. Any proposals not withdrawn shall constitute an irrevocable offer for services set forth within the RFP for a period of ninety (90) days or until one or more of the proposals have been approved by the Metro COG Policy Board.
- 4) If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations agreed to, the Client shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least ninety (90) working days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.
- 5) Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the Client and shall contain, as a minimum, applicable provisions of the Request for Proposals. The Client reserves the right to reject any agreement that does not conform to the Request for Proposal and any Metro COG requirements for agreements and contracts.
- 6) The Consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of Metro COG.
- 7) The Consultant agrees to not start any work on the project until the Qualifications Based Selection requirements have been satisfied and approved by the NDDOT, and Metro COG has provided the consultant with a notice to proceed.**

X PAYMENTS

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

XI FEDERAL AND STATE FUNDS

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

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

XII TITLE VI ASSURANCES

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

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

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- 7) Cancellation, termination, or suspension of the contract, in whole or in part.
- 8) **Incorporation of Title VI Provisions.** The Consultant shall include the provisions of Section XII, paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

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

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

XIII TERMINATION PROVISIONS

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

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

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

XIV LIMITATION ON CONSULTANT

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

The Consultant should expect to have access only to the public reports and public files

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

XV CONFLICT OF INTEREST

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

XVI INSURANCE

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

XVII RISK MANAGEMENT

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

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

1. Commercial general liability and automobile liability insurance - minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence.
2. Workforce Safety insurance meeting all statutory limits.
3. The Client and the State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an additional insured on the commercial general

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liability and automobile liability policies.

4. Said endorsements shall contain a "Waiver of Subrogation" in favor of the Client and the state of North Dakota.
5. The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned Client and the State Risk Management Department.

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

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

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

Consultant's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Client or State. Any insurance, self-insurance or self-retention maintained by the Client or the State shall be excess of the Consultant's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Consultant shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Consultant from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Consultant. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Client and the State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Consultant in excess of the minimum requirements set forth above.

Horace Downtown Neighborhood Plan**Exhibit A – Cost Proposal Form**

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

REQUIRED BUDGET FORMAT

Summary of Estimated Project Cost

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

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Exhibit B - Federal Clauses

Federal Clauses

Equal Employment Opportunity Clause – 41 CFR 60-1.4(a) and 2 CFR Part 200 Appendix II (C)

41 CFR 60-1.4(a)

- (a) *Government contracts.* Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract): during the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
 - (2) The contract will, in all solicitations or advertisements for employees placed by or no behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the secretary of labor.
 - (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the secretary of labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the secretary of labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the secretary of labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the secretary of labor as a means of enforcing such provisions including sanctions for noncompliance: *provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2 CFR Part 200 Appendix II (C)

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Sanctions and Penalties for Breach of Contract – 2 CFR Part 200 Appendix II (A)

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Termination for Cause and Convenience – 2 CFR Part 200 Appendix II (B)

- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

Rights to Inventions Made Under a Contract or Agreement – 2 CFR Part 200 Appendix II (F)

- (F) Right to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “Funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Debarment and Suspension – 2 CFR Part 200 Appendix II (I)

- (I) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p.235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment – 2 CFR Part 200 Appendix II (J)

- (J) Byrd Anti-Lobbying Amendment (31 U.S.C 1352) – Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Appendix C: State Forms 60232 & 60233

PROPOSED SUB-CONSULTANT REQUEST

North Dakota Department of Transportation, Environmental & Transportation Services
SFN 60232 (9-2016)

Sub-Consultant firms that have been contacted and agree to be listed on a Prime Consultants Project Proposal for work with NDDOT must submit original form and one copy to be attached to the Prime Consultants Proposal. This form is used for informational purposes only.

NDDOT Project Number		NDDOT Project Control Number		Prime Consultant Company Name	
Company Name		Owner			
Address		City		State	ZIP Code
Company Telephone Number	Fax Number		Email Address		

Type of Work to be Subcontracted

<input type="checkbox"/> Appraisals	<input type="checkbox"/> Environmental	<input type="checkbox"/> Planning	<input type="checkbox"/> Structural Design
<input type="checkbox"/> Architecture	<input type="checkbox"/> Geotechnical	<input type="checkbox"/> Public Involvement	<input type="checkbox"/> Survey
<input type="checkbox"/> Bridge Inspection	<input type="checkbox"/> Materials Testing	<input type="checkbox"/> Roadway Design	<input type="checkbox"/> Traffic Operations
<input type="checkbox"/> Construction Engineering	<input type="checkbox"/> Partnering Facilitation	<input type="checkbox"/> Soil Contamination	<input type="checkbox"/> Wetlands Delineation
<input type="checkbox"/> Cultural Resources	<input type="checkbox"/> Photogrammetry	<input type="checkbox"/> Steel Fabrication	<input type="checkbox"/> Other

The undersigned declares that all statements listed above are true.

Firm Name
Print Name
Title

Signature	Date
-----------	------

Is Firm Currently NDDOT Certified as a DBE?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---------------------------------------------	------------------------------	-----------------------------

PRIME CONSULTANT REQUEST TO SUBLET

North Dakota Department of Transportation, Environmental & Transportation Services
 SFN 60233 (9-2016)

Project Number	PCN	Project Description
Sub-Consultant		Address
Prime Consultant		Address

The subcontract between the sub-consultant and prime consultant specified above contains all the pertinent provisions and requirements of the prime contract with the North Dakota Department of Transportation (NDDOT). It is specifically agreed and understood by and between the prime consultant and the sub-consultant that should the Deputy Director for Engineering of the NDDOT determine that progress on any sublet item of work is not satisfactory, the Deputy Director shall notify the prime consultant in writing of that fact and the prime consultant shall have the right to terminate the subcontract by giving written notice thereof to sub-consultant, and the sub-consultant shall have no cause of action against the prime consultant or the state of North Dakota for such termination. A prime contractor's organization shall perform work amounting to not less than 30 percent of the total original contract amount.

Name															
Title															
Sub-Consultant															
I hereby acknowledge that I have received and am aware of the following applicable provisions to this subcontract:															
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Signature	Date														

Name															
Title															
Prime Consultant															
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Signature	Date														

ITEMS COVERED BY SUBCONTRACT

Work Description	Unit	Amount

Total: \$.00

Prime Consultant: Submit original form to Consultant Administrative Services

NDDOT USE ONLY			
Approved: CAS or Contract Manager	Date	Percent Sublet This Request	Total Percent Sublet to Date

NDDOT Distribution: Submit one copy of Contract Documents to FileNet.

Fargo-Moorhead Metropolitan Council of Governments

Resolution 2023-R016

Resolution of Approval for the Release of the Request for Proposals
for Project 2023-209: Horace Core Neighborhoods Plan

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 Federal Highway Administration (FHWA) Metropolitan Planning Funds (PL) and Federal Transit Administration (FTA) Section 5303 funds in a combined Consolidated Planning Grant; (CPG) and

WHEREAS, Metro COG has established a 2023-2024 Unified Planning Work Program (UPWP), having been approved by the North Dakota Department of Transportation, that establishes Federal Consolidated Planning Grant (CPG) funding available to be used for the completion of this planning effort; and

WHEREAS, Metro COG desires to release a Request for Proposals (RFP) in order to solicit for consulting firms that would be best qualified to complete the Horace Core Neighborhoods Plan;

THEREFORE, BE IT RESOLVED, that the Metro COG Policy Board approves the recommendation of the Transportation Technical Committee for the release of the RFP for Project 2023-209: Horace Core Neighborhoods Plan.

Approved this 21st day of December, 2023.

Chuck Hendrickson
Metro COG Policy Board Chair

Ben Griffith
Metro COG Policy Board Secretary



To: Policy Board
From: Chelsea Levorsen, Assistant Transportation Planner
Jaron Capps, Assistant Transportation Planner
Date: December 21, 2023
Re: **2023 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 2023 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 2023 Metropolitan Profile.

To: Policy Board
From: Michael Maddox, AICP
Date: December 15, 2023
Re: **25th Street Corridor Study – Final Report**

The City of Fargo and Metro COG embarked on a study in 2022 to identify any improvements that could be made to improve vehicular circulation, improve bicycle and pedestrian movements, enhance the context/character of the roadway, and forward the goals of Fargo's Go2030 Comprehensive Plan to the 25th Street Corridor between 32nd Ave S and 64th Ave S in advance of the reconstruction of the roadway.

KLJ worked with Metro COG, the City of Fargo, stakeholder adjacent to the corridor and the public to identify and study issues in the study area. KLJ has successfully delivered the results of their investigation and analysis. The 25th Street Corridor Study includes alternatives that will be forwarded once the project moves forward into design.

Scott Middaugh, the project manager from KLJ will give a presentation on the efforts to develop the plan as well as the results of their analysis.

The results of the study's efforts were presented to the Transportation Technical Committee (TTC) at their meeting. The TTC did not have any substantive comments and unanimously recommended approval of the 25th Street Corridor Study Final Report.

The final report can be viewed here: <http://fmmetrocog.org/25thStreet>

Requested Action: Approval of the 25th Street Corridor Study Final Report.

Fargo-Moorhead Metropolitan Council of Governments

Resolution 2023-R017

Resolution of Approval of the Final Report for Project 2022-226:
25th Street Corridor Study

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 Federal Highway Administration (FHWA) Metropolitan Planning Funds (PL) and Federal Transit Administration (FTA) Section 5303 funds in a combined Consolidated Planning Grant; (CPG) and

WHEREAS, the NDDOT requires that the Policy Board, as governing entity of the MPO, approved the selection of the consultant and entered into a contract to perform a requested service; and

WHEREAS, Metro COG has conducted a Qualifications Based Consultant Selection Process in which a consultant was selected to perform contractual work for Metro COG; and

WHEREAS, Metro COG entered into a contract with KLJ Engineering (Consultant), and subsequently included additional tasks through Amendment # 1, which was mutually agreed upon; and

WHEREAS, The Consultant has successfully completed all elements of the scope of work as listed in the in original contact scope of work as well tasks included through Amendment #1;

THEREFORE, BE IT RESOLVED, that the Metro COG Policy Board approves the recommendation Transportation Technical Committee for the approval of the final report of Project 2022-226: 25th Street Corridor Study as submitted.

Approved this 21st day of December, 2023.

Chuck Hendrickson
Metro COG Policy Board Chair

Ben Griffith
Metro COG Policy Board Secretary



To: Policy Board members
From: Ben Griffith, AICP, Executive Director
Date: December 5, 2023
Re: **2024 Salary Adjustment**

Metro COG collected the 2024 salary adjustment information for local governments throughout the metropolitan area. This information is generally reviewed by the Executive Committee and Policy Board when deliberating an annual adjustment for Metro COG staff. Local salary adjustments for 2024 are as follows:

Cass County	3%
Clay County	3%
City of Fargo	2%
City of Moorhead	3%
City of West Fargo	4%
City of Horace	3%
City of Dilworth	3%

Metro COG's budget assumes a 3% salary increase for 2024. With a 3% salary adjustment, our personnel total loaded wage is approximately \$964,561.

Variations on the 3% increase are as follows:

% Salary Increase	Personnel Total Loaded Wages	Difference from Budget Estimate
2.5%	\$959,738	-\$4,823
3%	\$964,561	----
3.5%	\$969,384	+\$4,823
4%	\$974,207	+\$9,646
4.5%	\$979,030	+\$14,469
5%	\$983,853	+\$19,292

Each half-percent increase or decrease results in a difference of approximately \$4,823. As a reminder, Metro COG generally follows the City of Fargo's salary ranges and steps. If a salary adjustment above 3% is used, some adjustments may need to be made to the overhead budget to accommodate the additional personnel costs.

At their regularly scheduled meeting on December 4, the Executive Committee voted unanimously to recommend the Policy Board approve a 3% salary adjustment for Metro COG staff for 2024.

Requested Action: Recommend approval of 2024 Metro COG salary adjustment of 3%.

To: Policy Board
From: Paul Bervik, Assistant Transportation Planner
Date: December 15, 2023
Re: **Preview of Received Projects**

As of October 1, 2023, the Fargo-Moorhead Metropolitan Council of Governments (Metro COG)'s urbanized area was officially designated a Transportation Management Area (TMA). Per 23 CFR 450.332(c), in areas designated as TMAs, the Metropolitan Planning Organization (MPO) shall select all 23 U.S.C. and 49 U.S.C. Chapter 53 funded projects in consultation with the State and public transportation operator(s). On October 6, 2023, Metro COG opened a solicitation for its three direct suballocated federal funding sources: Transportation Alternatives (TA), Carbon Reduction Program (CRP), and Surface Transportation Block Grant (STBG), for the funding in the following federal fiscal years:

- TA – FY26 & FY27
- CRP – FY25 & FY26 & FY27
- STBG – FY27 & FY28

The project applications were due on Thursday, November 30, 2023. Metro COG received the following applications:

Minnesota

- TA
 - Metro COG is not Soliciting for TA funding in Minnesota at this time.
- CRP
 - Reconstruction of Shared Use Path along 34th Street North (4th Ave S – 3rd Ave N) Moorhead, MN and Dilworth, MN
 - LED Lighting on 1st Avenue North (Red River – 8th St N) Moorhead, MN
- STBG
 - Reconstruction of 34th Street North (28th Ave S – 3rd Ave N) Moorhead, MN and Dilworth, MN

North Dakota

- TA
 - Reconstruction and updating ADA compliance of University Drive Shared Use Path from (54th Ave - 88th Ave) Fargo, ND
 - Construction of a new shared use path along Drain 27 in the Deer Creek area Phase 1 from (52nd Ave - 64th Ave) Fargo, ND
 - Construction of a new shared use path along Drain 27 in the Deer Creek area Phase 2 from (Drain 27 - 63rd St) Fargo, ND
 - Construction of a new pedestrian crossing at Drain 53 (near 58th Ave S) Fargo, ND
 - Construction of a new shared use path from along Drain 53 (64th Ave - 73rd Ave) Fargo, ND
 - Construction of a new shared use path in the area of the Water Reclamation Facility (Broadway - 0.5 miles east) Fargo, ND
 - Construction of a new shared use path along County Road 17 (76th Ave - 81st Ave) Horace, ND
 - Construction of a new shared use path along 76th Avenue from (County Road 17 - Brink Drive) Horace, ND
 - Construction of a new pedestrian crossing at the Sheyenne River in the River's Bend area (near 23rd Ave E) West Fargo, ND
- CRP
 - Construction of a new shared use path along Governor's Drive (8th St S - 37 St SE) Casselton, ND
 - Reconstruction and updating ADA compliance of University Drive Shared Use Path from (54th Ave - 88th Ave) Fargo, ND
 - Construction of a new shared use path along Drain 27 in the Deer Creek area Phase 1 from (52nd Ave - 64th Ave) Fargo, ND
 - Construction of a new shared use path from along Drain 53 (64th Ave - 73rd Ave) Fargo, ND
 - Construction of a new shared use path along County Road 17 (76th Ave - 81st Ave) Horace, ND
 - Construction of a new shared use path along 76th Avenue from (County Road 17 - Brink Drive) Horace, ND
 - Construction of a new pedestrian crossing at the Sheyenne River in the River's Bend area (near 23rd Ave E) West Fargo, ND
 - 45th Street Adaptive Traffic Signal Corridor (9th Ave S - 44th Ave S) Fargo, ND

- STBG
 - Reconstruction of 1st Avenue North from (10th Street - Roberts Street) Fargo, ND
 - Reconstruction of 1st Avenue North from (Roberts Street - 3rd Street) Fargo, ND
 - Reconstruction of 17th Avenue from (38th Street - 42nd Street) Fargo, ND
 - Reconstruction of 13th Avenue from (Sheyenne Street - 9th Street) West Fargo, ND
 - Reconstruction of the Broadway Bridge (Crossing the Red River) Fargo, ND and Moorhead, MN

At this time, the received projects are being presented solely as an informational item. As of the writing of this memo, local jurisdictions were still adjusting their submittals at the suggestion of Metro COG staff. Projects presented at the Policy Board meeting may have been altered based upon conversations between Metro COG, its local jurisdictions, MnDOT, and NDDOT. The TTC will be asked to perform a technical evaluation on the projects at their regularly scheduled meeting on Thursday January 11, 2024. Policy Board will then be asked to select funding levels for the received projects based on the TTC's technical evaluations, Public Input, and the required Environmental Justice Analysis.

Requested Action: None at this time – Informational item only.