

The 632nd Policy Board Meeting Fargo-Moorhead Metropolitan Council of Governments THURSDAY, August 15, 2024 – 4:00 PM AGENDA

1. Call to Order and Introductions
 - a. Introductions Information Item
 - b. Approve Order and Contents of the Overall Agenda Action Item
 - c. Approve Minutes (July 18, 2024 Board Meeting and July 29, 2024 Special Board Meeting) Action Item
 - d. Approve August 2024 Bills Action Item
2. Consent Agenda **Action Item**
 - a. July End of Month Report
 - b. Approval of GIS Specialist Employment Offer
 - c. Approval of Attorney Engagement Letter
 - d. Approval of ATAC Master Agreement
 - e. Approval of BNSF Study Agreement
3. Regular Agenda
 - a. Public Comment Opportunity Public Input
 - b. 2024-2027 TIP Amendment #10 **Action Item**
 - c. Continuation of the Development of the Final Draft 2025-2028 TIP Information Item
4. Additional Business Information Item
5. Adjourn

REMINDER: The next Metro COG Policy Board Meeting will be held Thursday, September 19, 2024 at 4:00 PM.

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

For Public Participation, please REGISTER with the following link:

https://us02web.zoom.us/webinar/register/WN_-nXG9D41Qg-4niFMGMulmQ

Bolded 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 Angela Brumbaugh 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.

Agenda Item 1c, Attachment 1

**630th Policy Board Meeting
Fargo-Moorhead Metropolitan Council of Governments
Thursday, July 18, 2024 – 4:00 PM
Metro COG Conference Room**

Members Present:

Duane	Breitling	Cass County Commission
Chuck	Hendrickson	Moorhead City Council
Brad	Olson	West Fargo City Commission
Maranda	Tasa	Fargo Planning Commission
Rory	Jorgensen	West Fargo City Commission
Julie	Nash	Dilworth City Council
Jenny	Mongeau	Clay County Commission
Denise	Kolpack	Fargo City Commission
John	Strand	Fargo City Commission
Jeff	Trudeau	Horace City Council

Members Absent:

Michelle	Turnberg	Fargo City Commission
Stephanie	Landstrom	Horace City Council
Ryan	Nelson	Moorhead City Council
Dave	Piepkorn	Fargo City Commission
Art	Rosenberg	Fargo Planning Commission
Thomas	Schmidt	Fargo Planning Commission
Deb	White	Moorhead City Council

Others Present:

Adam	Altenburg	Metro COG
Paul	Bervik	Metro COG
Jaron	Capps	Metro COG
Dan	Farnsworth	Metro COG
Ben	Griffith	Metro COG
Aiden	Jung	Metro COG
Chelsea	Levorsen	Metro COG
Michael	Maddox	Metro COG
Mackenzie	Mueller	Metro COG

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

The meeting was called to order at 4:00 PM, on July 18th by Chair Breitling, noting a quorum was present. Introductions were made.

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

Chair Breitling asked for approval for the overall agenda.

MOTION: Approve the contents of the Overall Agenda of the July 18, 2024, Policy Board Meeting.

**Ms. Mongeau moved, seconded by Mr. Hendrickson.
MOTION, passed
Motion carried unanimously.**

1c. Past Meeting Minutes, approved

Chair Breitling asked for approval of the Minutes of the June 24, 2024, Meeting.

**MOTION: Approve the June 24, 2024, Policy Board Meeting Minutes.
Ms. Nash moved, seconded by Mr. Olson.
MOTION, passed
Motion carried unanimously.**

1d. Monthly Bills, approved

Chair Breitling asked for approval of the July 2024 Bills as listed on Attachment 1d.

**MOTION: Approve the July 2024 Bills List.
Ms. Nash moved, seconded by Ms. Kolpack.
MOTION, passed
Motion carried unanimously.**

2. CONSENT AGENDA

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

- a. June End of Month Report
- b. Metro COG 2nd Quarter Report
- c. Urban SDK Contract Renewal

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

3. REGULAR AGENDA

3a. Public Comment Opportunity

No public comments were made or received.

3b. 2024-2027 TIP Amendment #9

Mr. Bervik presented the 2024-2027 TIP Amendment 9. A public notice was published in the Forum of Fargo-Moorhead on Wednesday, June 26, 2024. Public comments were accepted until 12:00 noon on Thursday, July 11, 2024. No comments were received.

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

1. Modification of Project 4232020: City of Fargo construction of a new shared use path along the Red River between 35th Avenue South and 40th Avenue South (2024). Increasing the 2024 TA federal funding and updating the total project cost and cost break down.
2. Removing Project 4232021: City of Fargo construction of a new shared use path along the Red River between 35th Avenue South and 40th Avenue South (2025). Removing 2025 funding after additional 2024 funding is added to the project.
3. New Project 8250038: MnDOT preliminary engineering for snow control along I-94 from Moorhead to Alexandria (2025).

MOTION: Approval of Amendment 9 to the Metro COG 2024-2027 Transportation Improvement Program (TIP).

Mr. Hendrickson moved, seconded by Ms. Mongeau.

MOTION, passed

Motion carried unanimously.

3c. Draft 2025-2028 Transportation Improvement Program (TIP)

Mr. Bervik presented the draft for 2025-2028 TIP. A legal notice was printed in the Forum of Fargo-Moorhead on Wednesday, July 3, 2024. The draft TIP will be available for review on Metro COG website. The public may comment until next Thursday, July 25th.

MOTION: Approve the Draft 2025-2028 Transportation Improvement Program (TIP).

Mr. Olson moved, seconded by Ms. Nash

MOTION, passed

Motion carried unanimously.

3d. West 94 Area Transportation Plan – Contract Amendment #1

Mr. Farnsworth presented the information showing the proposal from Bolton & Menk to micro simulate traffic analysis of a potential reconfiguration to the interchange of I-94/Main Avenue/26th Street. This analysis would tie into already-planned analysis of the soon-to-be-studied interchange at I-94/13th Avenue/15th Street.

The total proposed fee is \$24,975.54. West Fargo has agreed to fund the local match (20%) of \$4,995.11.

MOTION: Approve Amendment #1 to the West 94 Area Transportation Plan contract with Bolton & Menk.

Ms. Kolpack moved, seconded by Mr. Hendrickson.

MOTION, passed

Motion carried unanimously.

4. Additional Business

- a. Mr. Griffith requested the Chair to call for a special Policy Board meeting on July 29th at 10 AM to approve the selection for consultants for three RFPs that had been received. Chair Breitling asked if there were any objections and not hearing any, set the special call meeting for Monday, July 29th at 10:00 AM.
- b. Mr. Griffith reported that UPWP Amendment #5 had been approved and that the updated CPG contract amendment was awaiting his and Chair Breitling's signatures following the meeting.
- c. Mr. Griffith reminded the Policy Board members that with new projects getting underway, there would be new invoices sent out to local jurisdictions for the 20% local match and asked the Policy Board members to let their Administrators and Finance folks know.
- d. Mr. Griffith reported that the vacant GIS position had been posted and nearly a dozen applications received so far. Interviews would be scheduled soon.
- e. Mr. Griffith reported that he had received a draft report for the 2023 annual Financial Audit this week and would present it to the Policy Board at the August 15 meeting.
- f. Mr. Griffith stated there had been several public engagement activities taking place during the week, including a TIP Open House at the Fargo Public Library, a Heartland Trail Open House in Glyndon and that there was a booth at the Fargo Street Fair to gather public input on the 2050 Metropolitan Transportation Plan.

5. Adjourn

The 630th Meeting of the FM Metro COG Policy Board held Thursday, July 18, 2024, was adjourned at 4:30 PM.

MOTION:

Mr. Trudeau moved, seconded by Mr. Olson.

MOTION, passed.

Motion carried unanimously.

THE NEXT FM METRO COG POLICY BOARD MEETING WILL BE HELD Thursday, August 15, 2024, 4:00 PM AT THE FM METRO COG CONFERENCE ROOM, ONE NORTH 2ND STREET, CASE PLAZA SUITE 232, FARGO, ND.

Respectfully Submitted,

Angela Brumbaugh
Business Manager

**631st Policy Board Special Call Meeting
Fargo-Moorhead Metropolitan Council of Governments
Monday, July 29, 2024 – 10:00 AM**

Members Present:

Duane	Breitling	Cass County Commission
Chuck	Hendrickson	Moorhead City Council
Brenton	Holper	City of Horace
Rory	Jorgenson	West Fargo City Commission
Jenny	Mongeau	Clay County Commission
Julie	Nash	Dilworth City Council
Ryan	Nelson	Moorhead City Council
Brad	Olson	West Fargo City Commission
Dave	Peipkorn	Fargo City Commission
Deb	White	Moorhead City Council

Members Absent:

Denise	Kolpack	Fargo City Commission
Stephanie	Landstrom	Horace City Council (alternate present)
Art	Rosenberg	Fargo Planning Commission
Thomas	Schmidt	Fargo Planning Commission
John	Strand	Fargo City Commission
Maranda	Tasa	Fargo Planning Commission
Michelle	Turnberg	Fargo City Commission

Others Present:

Adam	Altenburg	Metro COG
Paul	Bervik	Metro COG
Dan	Farnsworth	Metro COG
Ben	Griffith	Metro COG
Michael	Maddox	Metro COG
Angela	Brumbaugh	Metro COG

- 1a. MEETING CALLED TO ORDER, WELCOME, AND INTRODUCTIONS, convened**
The meeting was called to order at 10:05 AM, on July 29, 2024 by Chair Breitling, noting a quorum was present. Introductions were made.
- 1b. Approve Order and Contents of Overall Agenda, approved**
Chair Breitling asked for approval for the overall agenda.

MOTION: Approve the contents of the Overall Agenda of the July 29, 2024 Policy Board Special Call Meeting.
Mr. Piepkorn moved, seconded by Ms. White.
MOTION, passed
Motion carried unanimously.

2. REGULAR AGENDA

2a. 8th Avenue Extension Study Consultant Selection

Mr. Maddox presented information regarding the 8th Avenue Extension Study Consultant selection. Only one bid was received by the deadline of Wednesday, July 17th, 2024. A waiver was granted by NDDOT from the minimum proposal requirement listed within the Consultant Administrative Services manual. The only sealed bid received:

- Apex Engineering in the amount of \$149,942.96
- Mandatory completion date is December 31, 2024
- City of Dilworth will provide the local match

MOTION: Approval of Apex Engineering with subconsultants TC2 and HKGi as the preferred team recommended by the study's consultant selection panel to complete the study and authorize Executive Director to enter into a contract with said consulting team for the Dilworth 8th Avenue Extension Study.

Mr. Piepkorn moved, seconded by Ms. White.

MOTION, passed

Motion carried unanimously.

2b. Kindred Comprehensive & Transportation Plan Consultant Selection

Mr. Altenburg presented information regarding the selection of a Consultant for the Kindred Comprehensive & Transportation Plan. Proposals were received from:

- Bolton & Menk
- Houston Engineering
- KLJ
- SRF
- WSB

The Selection Committee chose Bolton & Menk with an initial cost proposal of \$99,986.60. Consolidated Planning Grant Funds will cover 72% of the cost and the City of Kindred and Cass County will cover the local match of 28%.

MOTION: Approve the selection of Bolton & Menk to complete the Kindred Comprehensive and Transportation Plan pending contract negotiations to finalize the scope and fee.

Ms. Mongeau moved, seconded by Mr. Olson.

MOTION, passed

Motion carried unanimously.

2c. Metro Railroad Needs Study Consultant Selection

Mr. Griffith presented information regarding the selection of a Consultant for the Metro Railroad Needs Study. Four proposals were received:

- Stantec with subconsultant TC2
- SRF with subconsultant què•ica

- Ulteig with subconsultants benesch and Leutz Graphics
- HDR

After the Selection Committee interviewed, scored, and ranked each team, HDR was chosen with a proposed cost of \$399,979.96

MOTION: Recommend approval of HDR as the preferred consultant as recommended by the Selection Committee to complete the study and authorize the Executive Director to enter into a contract with HDR for the Metro Railroad Needs Study.

Ms. White moved, seconded by Mr. Jorgenson.

MOTION, passed

Motion carried unanimously.

3. Adjourn

The 631st Special Call meeting of the FM Metro COG Policy Board held on Monday, July 29, 2024, was adjourned at 10:16 AM.

MOTION:

Mr. Piepkorn moved, seconded by Mr. Jorgenson.

MOTION, passed.

Motion carried unanimously.

THE NEXT FM METRO COG POLICY BOARD MEETING WILL BE HELD August 15th, 2024, 4:00 PM.

Respectfully Submitted,

Angela Brumbaugh
Office Manager

To: Policy Board members
From: Ben Griffith, AICP, Executive Director
Date: August 9, 2024
Re: **GIS Specialist Employment Offer**

With the departure of Jaron Capps, Metro COG has a vacant GIS position. The vacancy and job description were posted, and a dozen applicants responded. An interview team was assembled consisting of Dan Farnsworth, Adam Altenburg, Michael Maddox and myself to review all received applications.

From the applicant pool, three potential candidates were identified. Interviews were conducted in-person in the Metro COG conference room July 31-August 2. Following the interviews, I provided the candidates with a tour of the office and introduced them to the rest of the staff. After the final interview, the team discussed the candidates and unanimously chose Karissa Pavek as the preferred selectee.

Staff prepared the attached offer letter which was approved by the Executive Committee and presented to Ms. Pavek. She has expressed her acceptance of the offer and, upon approval by the Policy Board, indicated that she would be available to begin employment with Metro COG in early September.

Requested Action: Authorize the Executive Director to extend an official offer of employment to Karissa Pavek as GIS Specialist at a Grade 13/Step 1, along with the standard package of benefits.

August 2, 2024

Karissa Beierle Pavek
10144 Concord Drive
Horace, ND 58047

Subject: Offer of Employment as GIS Specialist/Assistant Transportation Planner at the Fargo-Moorhead Metropolitan Council of Governments

Dear Ms. Beierle Pavek:

Thank you for taking the time to apply and interview for the position of GIS Specialist at Metro COG. As we discussed, we believe your education, experience, skills, and interests will make a great addition to the organization. We are pleased to offer you the position of GIS Specialist. The following are terms of employment for your consideration:

1. Your job title will be "GIS Specialist/Assistant Transportation Planner" with an annualized salary of \$67,394 (Grade 13, Step 1). Metro COG generally follows the pay grade ranges of the City of Fargo. While there are no guarantees of annual salary updates, Metro COG's Policy Board typically approves an increase to our pay ranges on an annual basis, effective January 1st after getting feedback on the annual salary adjustments being implemented by the local jurisdictions within our planning area.
2. Annual salary step increases are implemented in the first pay period following your employment anniversary, provided you have been successfully carrying out the requirements of your position as determined by the Executive Director.
3. Metro COG will offer you immediate access to all health, dental and vision benefits effective on your first day of employment. Metro COG employees share in the cost of our individual insurance premiums based on percentages established by our Policy Board. The currently approved percentages result in employees covering 30 percent of health insurance coverage, 25 percent of dental coverage, and 30 percent of vision coverage, with Metro COG paying the remaining percentage.
4. Health Savings Account – Metro COG participates in a High Deductible Health Plan through Blue Cross Blue Shield of ND at this time. Metro COG will match an employee's contribution into their Health Savings Account (through Wex) up to 50 percent of the deductible. This amount will be prorated for the remainder of 2023.
5. On-the-job training will be provided as well as opportunities to participate in on-line training, attendance at off-site training and other training opportunities as they become available.

6. Retirement Savings – Metro COG matches up to three percent (3%) of an employee's annual salary if the employee agrees to participate at the same or greater rate. Participation in the program is optional. Simple IRA Retirement Plan.
7. Life and Accidental Death and Dismemberment (AD&D) and Long-Term Disability Insurance – Metro COG provides a \$50,000 life insurance policy and a \$50,000 AD&D policy. These policies are active as of the first day of employment. Long Term Disability insurance is also provided as a benefit. Metro COG also offers participation in a Short-Term Disability Insurance policy, but the premium must be paid by the employee.
8. Employee Assistance Program – Metro COG provides each employee access to an Employee Assistance Program (EAP), which can help with financial problems, relationship or family difficulties, mental health, substance abuse or work conflicts. The program is strictly confidential.
9. As with all Metro COG employees, your employment is subject to a six-month probationary period consistent with our employment policies. Your employment may be terminated by you or Metro COG at will and without cause during that period.
10. By accepting the offer of employment, you agree to follow Metro COG's employee policies and procedures. You also agree to perform both those duties listed within the job description, and any other reasonable duties related to the planning profession that may be assigned to you.
11. Vacation, Sick Leave, Compensation Time, and Holidays – Regular employees with less than three years of services will accumulate vacation time with pay at the rate of eight hours for each month of service (12 days per year). Regular employees also accrue sick leave at the rate of one day per month (12 working days per year). If an employee works extra hours, the extra hours are recorded as compensation time. Comp time carries over from one pay period to the next if not used during the same pay period. A maximum of 40 hours may be accumulated. Metro COG employees are entitled to the following paid holidays:
 - New Year's Day
 - Good Friday
 - Presidents Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Christmas Eve Day (½ day)
 - Christmas Day
 - Birthday

Good Friday and an employee's birthday are considered floating holidays, and if you decide to work those days, your vacation time will be credited with eight hours for each day if not used during the pay period in which Good Friday or your birthday occur.

Our work week is 40 hours, but we are flexible in that we allow alternate work schedules.

Drug Free Workplace. Metro COG believes strongly in making the work environment of all employees free of drugs and the accompanying abuses. Further, the Drug-Free Workplace Act of 1988 mandates that federal contractors initiate and maintain a drug free workplace for their employees. Accordingly, all employees are informed as follows:

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace and employees found to have engaged in any of the above activities will be subject to disciplinary action, up to and including termination.

If the aforementioned terms meet with your approval, please indicate your acceptance with your signature in the space provided and return it to me as soon as possible. On behalf of Metro COG, I look forward to working with you and helping you contribute to the success of our region, our agency, and your career. If you have any questions, please do not hesitate to contact me (griffith@fmmetrocog.org or 701-532-5103).

Sincerely,



Ben Griffith, AICP
Executive Director

I, _____, accept the employment terms as provided in this letter, and I certify that I understand and will comply with these terms.

Signature

Date

Anticipated Starting Date

To: Policy Board members
From: Ben Griffith, AICP, Executive Director
Date: August 9, 2024
Re: **Approval of Attorney Engagement Letter**

Jon Shockley of the OhnstadTwichell law firm has been providing legal counsel to Metro COG. His services have consisted primarily of contract reviews and guidance on administrative and procedural matters.

During our recent financial audit, we were asked for various contracts to verify charges on invoices. Fortunately, we were not asked to produce a copy of a contract with OhnstadTwichell, more than likely due to the low number of invoices received throughout the year. After a thorough search of our paper and digital files, I could find no trace of a contract or agreement, so I reached out to Mr. Shockley. He indicated that historically, the Fargo Legal Department had provided legal advice to Metro COG, but that several years ago, they became too busy to do so and asked if he could help. He agreed and has provided Metro COG with legal advice for several years now, without any formal agreement.

Mr. Shockley provided the attached letter of engagement, detailing his services and fees. Metro COG will be charged Mr. Shockley's discounted municipal rate, which I believe is more than reasonable for his services. I have been very pleased with Mr. Shockley's legal advice and prompt response times and would highly recommend approval of his engagement letter and continued retention of his services.

Requested Action: Approval of the Attorney Engagement Letter from John Shockley at OhnstadTwichell for the continued retention of legal services and authorize Executive Director to execute said agreement.



July 31, 2024

Manfred R. Ohnstad 1914 - 1987
Bradley J. Burgum 1952 - 2010
Daniel R. Twichell 1927 - 2013
Brian D. Neugebauer 1951 - 2014

Lukas D. Andrud*
Brent T. Boeddeker*
Leah R. Carlson*
Andrew D. Cook*
Lukas W. Croaker*
Tiffany J. Findlay*
Sean M. Fredricks*
Alexander B. Gruchala*
Tatiana J. Hackman*
Stephen J. Hilfer
Robert G. Hoy*
John A. Juelson
Brittney M. Kelley
Keven J. Kercher*
Tyler J. Leverington*
Delvin J. Losing*
Marshall W. McCullough*
Kathryn J. McNamara*
Jenna A. McPherson
Christopher M. McShane*
David C. Piper*
Katie J. Schmidt*
John T. Shockley*
Jeffrey R. Strom*
Sarah M. Wear*
Joshua J. Wolfe*
Katherine K. Wong*

*Also licensed in Minnesota

Ben Griffith
Fargo-Moorhead Metropolitan Council of Governments
1 - 2nd Street North
Case Plaza, Suite 232
Fargo, ND 58102-4807

Re: Confirmation of Engagement for Legal Services

Mr. Griffith:

Thank you for selecting Ohnstad Twichell, P.C. to represent the Fargo-Moorhead Metropolitan Council of Governments (“Metro COG”). I look forward to continuing to work with you with respect to the matters stated below. The contents of this letter set forth the terms of our attorney-client relationship, explain the scope of representation, and identify the duties and obligations we have to each other. Our firm’s goal is to provide you with effective and transparent legal services in a professional manner from the onset of our representation. Please closely review this letter, and do not hesitate to call or email me if you have any questions.

Scope of Representation. We have been engaged to represent you for the purpose of performing general legal services on an ongoing basis.

Fees and Expenses. Our fees will be based on the hourly rate for each attorney and legal assistant/paralegal devoting time to this matter (recorded at 1/10 of an hour intervals). Our firm’s discounted municipal hourly rate is \$235.00 per hour for 2024 and the discounted rate increases \$10 per hour at the beginning of every calendar year. The discounted rate will apply to most legal services provided to Metro COG, but for specialized or litigation services, our standard hourly rates for attorneys likely to be involved currently range from \$250.00 to \$450.00 per hour. If a legal assistant (or paralegal) performs services for you, those services are presently being billed at the rate of \$185.00 per hour. My current rate for specialized matters is \$450.00 per hour, but before performing any specialized work, I would inform you that the discounted municipal rate was not applicable to the work. These rates are subject to periodic change by our firm. In addition to the number of hours involved, we take into consideration other factors in determining our fees, including the urgency of the matter, the responsibility assumed, the novelty and difficulty of the legal problem involved, particular experience or knowledge provided, time limitations imposed by the client or matter, the results obtained, the benefit resulting to the client, and any unforeseen circumstances arising in the course of our representation.

We bill for out-of-pocket expenses, such as court filing fees, document recording fees, court travel costs, and extensive copies, if applicable. We consider administrative expenses as part of our billable hour rate in lieu of charging separately for items such as long distance calls, routine copying costs, postage, and similar office expenses. Statements normally will be mailed out monthly for work performed and expenses incurred during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than thirty (30) days, we may suspend performing services until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses. If such arrangements are not made, subject to applicable rules of professional conduct governing attorneys, we may terminate the engagement and withdraw from further representation.

Attorney(s) and Paralegal(s). I will be the primary attorney handling your matter. We will be available to you for conferences and meetings, and you can call the office at any time with questions or concerns. You should also be aware that, when necessary, other attorneys, paralegals, or experts from inside or outside the firm may be called upon so that the best possible services can be provided to you.

Nature of Relationship. Our objective is to provide high quality legal services to our clients at a fair and reasonable cost. The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all concerning the terms of this engagement, our ongoing handling of your legal matters, or any issue relating to an invoice statement that is unclear or appears to be unsatisfactory, we invite your inquiries.

Communications. It is important to keep our communications with you confidential. There are legal reasons for confidentiality such as avoiding risk of inadvertent disclosure or loss of attorney client privilege. As a result, you should avoid any communications of sensitive matters with us where the conversation might be overheard. You should avoid discussing any of our communications with other people in order to protect our attorney client relationship.

Conclusion of Representation; Retention and Disposition of Documents. Unless previously terminated, our representation of you will terminate upon the conclusion of this matter. Following such termination, any otherwise non-public information you have supplied to us, which is retained by us, will be kept confidential in accordance with applicable rules of professional conduct. All documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

Termination of Legal Services. We are confident that we can work together in a manner satisfactory to you. However, you are free to terminate our services at any time. In addition, and subject to applicable rules of professional conduct governing attorneys, in the event we disagree on any aspect of this engagement or for other appropriate reasons, we have the right to withdraw from further representation of you. If you elect to terminate this engagement prior to conclusion of the matter, or if we elect to withdraw, you are responsible for paying our attorney's fees and expenses accrued through the effective date of the termination of this engagement.

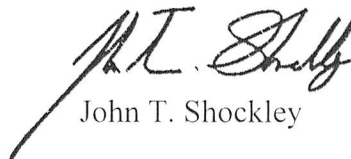


Again, we are pleased to have this opportunity to work with you. Please call if you have any questions or comments during the course of our representation.

If you agree to the foregoing, please so confirm by signing and returning to me a copy of this letter.

Sincerely,

OHNSTAD TWICHELL, P.C.



John T. Shockley

CLIENT ACCEPTANCE

I AGREE TO ENGAGE THE FIRM OF OHNSTAD TWICHELL, P.C. TO REPRESENT THE FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS WITH REGARD TO THE MATTER(S) STATED ABOVE, ON THE TERMS SET FORTH ABOVE.

Date: _____

Ben Griffith, Executive Director

To: Policy Board members
From: Ben Griffith, AICP, Executive Director
Date: August 9, 2024
Re: **Approval of the ATAC 2024-2027 ND MPO Support Master Agreement**

Every three years, the Advanced Traffic Analysis Center (ATAC) at the Upper Great Plains Transportation Institute (UGPTI) at NDSU provides a Master Agreement for the provision of travel demand modeling, traffic operations support, Intelligent Transportation Systems (ITS) support and various other transportation-data related services to the NDDOT and the four MPOs in North Dakota, including Metro COG.

The base participation fee is \$10,000 per year with a \$2,500 fee billed in December of 2024 to adjust contract dates to a calendar-year basis. ATAC bills on a quarterly basis throughout the duration of the agreement. These are CPG-eligible expenses, where Metro COG utilizes the adopted formula to calculate each local jurisdictions' share of the amount, which is included as part of their annual Metro COG dues. These amounts have remained fairly constant over the years, with minor adjustments for changes in technology costs and NDSU overhead rates.

PLEASE NOTE: A separate three-year ATAC contract for Moorhead's Turning Movement Counts and Traffic Signal Timing will be coming soon.

Requested Action: Approval of the 2024-2027 ND MPO Support Program Master Agreement with ATAC and authorize Executive Director to execute said agreement.

North Dakota MPO Planning Support Program

MASTER AGREEMENT

The purpose of this agreement is to outline the general scope of the North Dakota MPO Planning Support Program and specify the contractual relationship among the program partners that will govern the overall project. The partners in this agreement include: the North Dakota Department of Transportation, the Bismarck-Mandan Metropolitan Planning Organization, the Fargo-Moorhead Metropolitan Council of Governments, the Grand Forks-East Grand Forks Metropolitan Planning Organization, the Central Dakota Metropolitan Planning Organization, and the Advanced Traffic Analysis Center of the Upper Great Plains Transportation Institute at North Dakota State University.

1. PROGRAM DESCRIPTION

The main emphasis of this program is on enhancing specific planning processes such as travel demand modeling, traffic operations support, Intelligent Transportation Systems (ITS) support, primarily for North Dakota metropolitan areas, with expected benefits to other small to medium size areas. The targeted enhancements aim at providing robust modeling systems that can effectively support the transportation decision making process with responsive and accurate answers while minimizing resource requirements for developing models and supporting their operations. The program defines general core program goals and objectives to guide the overall program. The program also lists related activities/tasks which are funded by the partners as well as additional eligible program activities which are advanced by each individual partner through addendum.

1.1 Program Goals and Objectives

The primary focus will be to support modeling needs in North Dakota. The ultimate goal of this program is to develop a resource for transportation planning modeling suited for small to medium size urban areas. Secondary goals will be for support of MPO needs in the areas of ITS, traffic operations, and other MPO planning support functions. The general high-level objectives of this program are to:

1. Support MPO transportation planning model improvements, especially in the area of model refinement techniques, through targeted improvements to model elements (zones, networks, trips, model input parameters, methods), model calibration for local conditions, and identifying data needs for supporting models.
2. Explore potential applications of new modeling tools or systems, including taking advantage of recent developments in modeling software, ITS, traffic operation analysis tools. A new focus will be given to Artificial Intelligence latest developments in data collection, processing and modeling.

3. Facilitate greater institutional cooperation by providing a neutral source for modeling expertise and advice that would support MPOs, NDDOT, consulting engineering firms, and other small to medium size cities across the nation.
4. Increase the number of qualified civil engineering students who can support modeling, traffic engineering, and ITS position needs in North Dakota, including at the NDDOT, MPOs, and consulting engineering firms.
5. Provide communication and support of training opportunities on developing and improving transportation planning models, including innovative practices in data collection and representation, use of GIS, and new modeling techniques.

1.2 Program Activities/Tasks (funded through annual fee)

1. Facilitate MPO joint modeling, ITS and traffic operations discussions and high-level training on an annual basis through quarterly steering committee meetings. The Spring and Fall meetings will be in-person (if possible) joint meetings with all participating Agencies. The Winter and Summer meetings will be conducted through video conferencing and may be conducted directly with ATAC and individual MPOs.
2. Review, develop, and administer addendums and contracts as requested by partner agencies. Also consider requests from the partner agencies in regards to other Transportation Planning activities such as performance measures, transit planning support, and others as determined by the Steering Committee. These requests would only be performed by addendum as noted below and may involve other Centers and Programs within UGPTI.
3. Include available MPO traffic data as part of any statewide traffic web mapping portals or dashboards as developed through other contracts with UGPTI.
4. Store and provide most recent agreed upon versions of MPO Travel Demand Models as provided by the MPOs and/or their consultants to third parties as requested and approved by the MPOs.

1.3 Program Activities (To be advanced by addendum)

The range of activities included in this program is based on the goals and objectives developed by the program partners. Given the variety of issues that affect travel demand modeling and

forecasting, ITS, and traffic operations, the scope of activities included in this program is expected to be vast. Some of the priority categories for these activities will be items 1-4 and if staff time allows, the other items may be pursued upon a member request.

1. Model development
 - a. Model structure
 - i. Zonal characteristics
 - ii. Trip characteristics
 - iii. Network characteristics
 - b. Use of input data
 - c. Selection of modeling system
2. Model Calibration and Validation
 - a. Calibration data collection
 - b. Validation data collection
 - c. Model calibration/validation methods
3. Data to support models
 - a. Travel data collection
 - b. Travel time studies
 - c. Network traffic data
 - d. GIS application
4. ITS support activities
 - a. Regional ITS architecture development and update
 - b. Project ITS architecture development
 - c. Systems Engineering for ITS project deployment
 - d. Transportation Data Intelligence Center Data Integration and AI model development.
 - e. ITS and Systems Engineering training
5. Special studies
 - a. Corridor and area studies
 - b. Major construction
 - c. Tie with corridor operational analysis
6. Traffic Operations and safety analysis and related collection activities
7. Traffic data archival and reporting for short and continuous counts
 - a. Setup, calibrate, and process video or loop based continuous traffic recorders.
 - b. Modify and enhance reporting software to include traffic count data.
 - c. Develop process and import short term count data to a web portal.
8. Prepare and execute addendums for other Transportation Planning activities such as

performance measures, transit planning support, and others as determined by the Steering Committee.

The program partners may decide to include additional activities upon mutual agreement with the ATAC. The procedure for conducting program activities is outlined in the following section (Section 2).

2. PROCEDURES

This section outlines the procedures for handling program activities. The signing of the master agreement by all relevant parties provides the legal framework for conducting activities encompassed by the program. The process for initiating an activity that is part of this program will consist of: 1) a request from one of the participating agencies, 2) a scope of work (short proposal) developed by ATAC, and 3) a signed addendum.

2.1. Activity Requests

An agency may request a technical assistance activity by submitting a written request in accordance with this agreement. The request should include the following information:

1. Agency name and contact person
2. Nature of the work requested
3. Desired output (deliverables)
4. Time frame (desired start and completion date)
5. Available resources (budget)
6. Other agency/private entity participation

2.2. Activity Scope of Work

Upon the receipt of a request in the proper form, ATAC staff will contact the requesting agency within 2 weeks and indicate if time/resources allow the completion of the requested work. ATAC will develop a Scope of Work (SOW) that will describe their approach in meeting the requested activity. The SOW will include the following:

1. Detailed description of work
 - a. Tasking/activities and methodology
2. Schedule
 - a. Proposed Start date
 - b. Task completion dates
 - c. Project completion date
3. Deliverables
 - a. Scheduled progress reports every 3 months from beginning of project
 - b. Final report or technical report documenting the outcome of the project.

4. Organizational plan
 - a. Principal Investigator
 - b. Staff/student involvement
 - c. QA/QC Plan outside of Attachment 2 of this agreement if applicable.
5. Budget
 - a. Provide estimated % of total cost of each major task as listed in description of work.
 - b. Total costs listing Staff, Grad Student, and Undergrad Student salaries and benefits, operating costs, and NDSU overhead.
6. Billing schedule
 - a. Billings will be scheduled with progress reports every 3 months or as agreed upon with MPO and documented within the scope of work.

The SOW will be submitted through NDSU's Sponsored Programs Administration, the designated office with signature authority for NDSU.

2.3. Addenda

Once the SOW is accepted by the requesting agency, an addendum to the Master Agreement will be prepared by NDSU. Attachment 1 shows the format for the addendum. It contains a brief description of the work activity and provides for authorized signatures by the requesting agency and NDSU's Sponsored Programs Administration. The Scope of Work as described above in 2.2 will be referenced in and attached to each Addendum.

2.4. Authorized Model Use

The parties to this agreement recognize the importance of preserving the integrity of their respective travel demand models as well as the need for rapid turnaround on traffic forecasting for project development. Therefore, the following policies apply:

1. ATAC is designated as the entity responsible for developing, calibrating, maintaining, and updating these models per authorized requests. Modifications and use of the models will be performed by ATAC or MPO staff for their respective model. Any modifications to the models performed by consultants on behalf of the MPO's to support sub-area studies or LRTP's must be forwarded to ATAC to incorporate into the Base Model as requested by the respective MPO.
2. NDDOT, MnDOT (for bi-state MPO's), FHWA, FTA, MPO staff and MPO member units of government shall have full access to the models. Those entities have authority to directly request traffic forecasts from ATAC staff and respective MPO for specific projects or scenarios which do not involve modifications to the models input parameters. ATAC staff will process the request and supply the data to the requestor as rapidly as

possible. ATAC will notify and supply the resulting forecasts to the respective MPO. ATAC shall direct all requests for model information from sources other than the identified planning partners first to the appropriate MPO and receive authorization from the appropriate MPO prior to releasing any information regarding the model.

3. No adjustments to any particular base case model will be made without the permission of the respective MPO. The respective MPO will have the authority to determine the current model and the authenticity of any other model for their specific area.
 - a. Under no circumstances will any of the above parties release any MPO's travel demand model to any agency or consultant not listed above without permission from the respective MPO. All requests for using travel demand models currently covered by this agreement must be pre-approved by the respective MPO for use of that agency's model (i.e., parties to this agreement).

3. ORGANIZATIONAL PLAN

3.1. Steering Committee

This program will be guided by a steering committee consisting of representatives from the participating agencies. Additional public agency or private sector representation may be considered upon approval of the steering committee. The committee provides guidance to the program priorities and assists ATAC researchers in developing annual work plans to serve the various agency needs. The steering committee will meet quarterly with two in person meetings at a location and date acceptable to participants along with two video conference meetings.

The steering committee will consist of the ATAC Director, the NDDOT Assistant Local Government Engineer and/or the NDDOT Planning and Asset Management Engineer, and the 4 respective MPO Directors. Any member can send a designee and additional representatives to the meetings.

ATAC will facilitate the scheduling and agendas for all steering committee meetings. During the fall steering committee meeting, the steering committee will provide ATAC with work estimates to assist in budgeting staff time for the following calendar year.

In addition to the partnering agencies, the steering committee will solicit participation/feedback from other technical groups, such as MnDOT's Traffic Demand Modeling Coordinating Committee. ATAC will be actively involved with MnDOT's Traffic Demand Modeling Coordinating Committee and inform them of our modeling efforts.

At the spring meeting, ATAC staff will provide the steering committee high level training and program updates consisting of 4 to 6 hours intended to communicate existing and new concepts to be considered and advanced in travel demand modeling, ITS, or traffic operations.

3.2. Internal Program Management

The program will be internally managed at ATAC which will work on developing and supporting its activities. In addition to ATAC staff, expertise from other UGPTI researchers and faculty/students from NDSU departments will be utilized when needed. Key staff involvement from ATAC includes:

Director

Provide overall management for the program, including coordination with the steering committee, programming work activities, and allocating resources to the program.

Travel Demand Modeler

Perform technical aspects of the program. The position will be in charge of updating, maintaining, and running the travel demand models for the member MPOs. In addition, this position will supervise undergraduate/graduate student(s) that will assist in the modeling efforts.

ITS Specialist

Provide ITS support services to MPO's.

Traffic Operations Engineer

Provide traffic data collection and analysis as needed to support travel demand modeling and other specific studies.

IT Administrator

Provide database and server support for traffic data collection applications

Undergraduate/Graduate Research Assistant(s)

Assist the Travel Demand Modeler, ITS Specialist and Traffic Operations Engineer by providing data collection and data entry functions. In addition, this position will be used for verifying the various network elements of the travel demand models and traffic operations studies.

Administrative Assistant

Provide administrative support to the program. The position will primarily be responsible for maintaining accounting for the program, as well as assisting in correspondence with the steering committee and arranging committee meetings.

NDSU's Sponsored Programs Administration will be responsible for approving all program activities as outlined in this agreement. This office is the authorized signatory for NDSU.

3.3 Quality Control/Quality Assurance (QC/QA)

To ensure high quality service to the partnering agencies, several activities will occur, which include the following:

1. ATAC will employ an experienced Travel Demand Modeler and reserve 30% to 50% of their FTE to perform the modeling services for MPO requests.
2. ATAC will employ an ITS Specialist and reserve 30% to 50% of their FTE to support MPO ITS requests.
3. ATAC will employ a Traffic Operations Engineer and reserve 30% to 50% of their FTE to support related MPO Traffic requests.
4. ATAC will employ Undergraduate/Graduate Research Assistant(s) on a part-time basis for verifying various network elements of the travel demand models.
5. ATAC will adopt specific TDM based QA/QC procedures as presented in Attachment 2.

4. FUNDING ARRANGEMENT/BUDGET

Funding for this program will consist of two main sources: participation fees and activity-specific fees.

4.1. Participation Fee

Each of the four MPO agencies participating in the program will contribute an annual base participation fee of \$10,000. The last quarter of 2024 will be billed \$2,500 in December to adjust contract dates to a calendar year basis. The Central Dakota MPO will be exempted from the last quarter of 2024 fee as CDMPO is in the first operating year and has no established projects for 2024. The annual fee will be billed on or about December 1 of each subsequent program calendar year for all MPO's. This fee will primarily be used for the activities listed in section 1.2.

4.2. Activity-Specific Fees

Agencies requesting technical assistance activities will reimburse ATAC for work conducted under this program. The cost for these activities will be negotiated between the requesting agency and ATAC and will be broken out to follow the MPO calendar year funding cycle. The fee for agreed upon activities shall be billed every three months from the beginning of work or as otherwise agreed upon between ATAC and the respective MPO and specified in the Addendum. Billing shall correspond with the percent complete from previous billing.

4.3. Facilities and Administration

NDSU will retain the current F&A percentage rate (43.2%) of all program contributions.

5. Effective Duration

Duration of the agreement will begin October 1, 2024 through December 31st, 2027. Calendar year billing periods will be as follows.

- 2024 – October 1st 2024 to December 31st 2024 - \$2,500 excluding CDMPO
- 2025 – January 1st 2025 to December 31st 2025 - \$10,000
- 2026 - January 1st 2026 to December 31st 2026 - \$10,000
- 2027 - January 1st 2027 to December 31st 2027 - \$10,000

6. Cancellation/withdrawal policy

Any party that wishes to withdraw from this agreement can do so upon submitting a written notice at least 60 days prior to the intended withdrawal date.

7. Appendices

Appendix A and E of the Title VI Assurances and Federal Clauses (Appendix B), attached, are hereby incorporated into and made a part of this agreement.

8. Agreement Execution

Each of the Parties to this Agreement represents and warrants it has authority to execute this Agreement. This Agreement may be executed at different times and in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and all of which taken together shall constitute one and the same Agreement.

Bismarck-Mandan Metropolitan Planning Organization

Witness:

Name (Print)

Executive Director (Print)

Signature

Signature

Date

Fargo-Moorhead Metropolitan Council of Governments

Witness:

Name (Print)

Executive Director (Print)

Signature

Signature

Date

Grand Forks-East Grand Forks Metropolitan Planning Organization

Witness:

Name (Print)

Executive Director (Print)

Signature

Signature

Date

Central Dakota Metropolitan Planning Organization

Witness:

Name (Print)

Executive Director (Print)

Signature

Signature

Date

North Dakota State University

Witness:

Name (Print)

Authorized Representative (Print)

Signature

Signature

Date

**North Dakota MPO Planning Support Program
Addendum**

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

1. *Project Title:*
2. *Effective Dates:*
3. *Statement of Work:*
4. *Principal Investigator:*
5. *Desired Deliverables:*
6. *Contract Amount:* \$

BUDGET:

Cost Item	Amount
Staff Salaries	\$
Benefits	\$
Grad Student Salaries	\$
Undergrad Student Salaries	\$
Benefits	\$
Operating	\$ -
Total Direct Costs	\$
Total Indirect Costs	\$
Total Project Cost	\$

SOURCE(S) of FUNDING

- Federal Source: \$ /

CFDA #	Federal Award Date	Federal Award Identification Number
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- Federal Source: \$ /

CFDA #	Federal Award Date	Federal Award Identification Number
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- State: \$
- Other: \$

AUTHORIZATION:

"xxx MPO"

North Dakota State University

Authorized Signature

Authorized Signature

Name and Title Date

Name and Title Date

ATAC Quality Assurance/Quality Control for MPO Travel Demand Models

ATACs goal for its travel demand modeling (TDM) program is to provide the best reliable travel forecasts to its stakeholders using state-of-the-art practices and available data. All input assumptions, methodologies, and processes used in the models will be validated against ground truths and the state-of-the-art in modeling practices; model forecast outputs will be checked for consistencies and reasonableness; and model outputs, limitations, and outliers will be communicated to all stakeholders through technical memorandums and through the provision of output files in formats specified by MPOs and other stakeholders.

To achieve this goal and to enhance the confidence, credibility and to provide reasonable and reliable forecasts, the following Quality Assurance (QA)/Quality Control (QC) checklist and procedures will be applied to all TDM projects ATAC develops for its stakeholders. The QA/QC checklist is not all-inclusive and is a minimum guideline that ATAC will use to assure TDM model outputs are reliable and consistent. This QA/QC will be amended for specific projects or scenarios if the need arises. The QA/QC document is divided into three main parts which are critical in providing reliable, reasonable and consistent TDM forecasts. These include: model parameters, model data, and model output.

1. TDM Model Input Parameters/Model Assumptions

TDM Model input parameters are the mathematical relations that are applied to input data to generate a desirable output e.g. trip generation rates, BPR curves, gravity model equation etc. To ensure ATAC uses the most up-to-date input parameters, the following procedures will be applied:

- i. ATAC will use locally generated input parameters where available
- ii. ATAC will compare model parameters with previous studies, parameters from studies from similar geographic/socioeconomic areas, and from credible national data from sources such as FHWA and ITE
- iii. ATAC will document any new assumptions that are project specific and communicate them to stakeholders for approval
- iv. ATAC will document all model parameters, differences from previous studies, limitations, and communicate this information to its stakeholders for review
- v. ATAC will propose local data collection efforts that will improve on TDM forecasts
- vi. ATAC will have a minimum of two staff review all model scripts for accuracy. In addition, ATAC will provide the model to consultants or other peer reviewers to check for scripting accuracy upon proposal by the MPOs. The individual model review proposal will contain an optional task and budget for peer reviews requested by the respective MPO.

2. TDM Model Input Data

Model input data are a critical part in TDM forecasts and any errors in the input will be propagated in the output resulting in unreliable forecasts. Two main model data are used in all TDM - network and socioeconomic data. In addition, data that is used for validating and calibrating TDM models are crucial in providing credible forecasts. ATAC will implement the following procedures to ensure model input data are accurate:

- i. Network Data
 - a. ATAC will have a minimum of two staff formally review all network changes
 - b. ATAC will use the aid of all additional data e.g. most recent aerial photos, on-line maps, DOT/MPO information, and approved network improvement to formally review all network changes
 - c. ATAC will conduct a random review of several links on the network with well-known and documented network attributes to guarantee accuracy
 - d. ATAC will implement an automated process in the TDM software that will check for differences between network changes and a baseline network
 - e. ATAC will provide updated networks to stakeholders for review and comments before models are run
 - f. ATAC will communicate with stakeholders and document the different network scenario assumptions that need to be integrated into the baseline (base year or future year)
 - g. ATAC will communicate with stakeholders periodically and provide them with the most up-to-date networks
- ii. Socioeconomic Data
 - a. ATAC will have a minimum of two staff members verify socioeconomic data changes
 - b. ATAC will compare and communicate to stakeholders all socioeconomic data differences between current and baseline/ previous model
 - c. ATAC will check any changes in TAZ structure to ensure it meets preset guidelines and communicate this information to stakeholders
- iii. Data Used for Calibration/Validation
 - a. ATAC will have a minimum of two staff verify ADT counts on the networks
 - b. ATAC will do a random comparison of at least 20 different ADT count locations and compare with previous ADTs for consistency
 - c. ATAC will have a minimum of two staff verify all other calibration and validation data including VMT, VHT, screen line counts, and trip length distributions
 - d. ATAC will provide all input data used for calibration and validation to stakeholders.

3. TDM Model Outputs and Documentation

Model output is the final and most important piece in TDMs since it is used by stakeholders to make the decisions that necessitate the creation and development of TDMs. To ensure that each model output is consistent and reliable, ATAC will implement the following QA/QC procedures.

- i. All base year model output developed by ATAC will be validated against preset criteria based on national and local guidelines or project specific guidelines
- ii. A minimum of two staff will check all model output for inconsistencies and outliers and compare each scenario with baseline scenarios, document the model output differences and provide this information to stakeholders
- iii. ATAC will provide model output in formats preset by stakeholder for each project
- iv. ATAC will provide a written technical memorandum for each project detailing the model input, model output, parameter changes, comparison to baseline output, any outliers, explanation for these outliers and steps taken to address them
- v. Technical Memorandum will be reviewed by ATAC for technical accuracy and content by a minimum of two ATAC staff
- vi. All input data, correspondences between ATAC and stakeholders, data logs, and technical memorandum will be maintained and documented in a separate project database for each project.

ATAC Quality Assurance/Quality Control for ITS Architecture

ATAC assisted the ND MPOs in creating their original Regional ITS Architectures (RA) in 2005. Further, the RAs have been updated based on recommendation from FHWA and request from the MPOs via addenda to the Master Agreement.

In order to increase confidence in the accuracy and the validity of each RA, ATAC follow a Quality Assurance (QA)/Quality Control (QC) process that falls under two parts: methodology, and data checking.

1. RA Development Methodology

ATAC will continue to follow a methodology that consists of maintaining a knowledge base of the latest ITS and architecture changes between updates, and promoting stakeholder engagement and review during updates. Specifically, the following procedure will be applied:

- i. ATAC will monitor development on the National ITS Architecture, which is the source for RA development, and ensure the RAs' compliance with the national architecture;
- ii. ATAC will monitor development on the Turbo Architecture software (Turbo) and ensure that each RA update uses the most up-to-date version of Turbo;
- iii. ATAC will continue to engage the FHWA ND Division's ITS Engineer in RA development to ensure compliance with the latest FHWA guidelines;
- iv. ATAC will continue to follow an iterative approach to RA development. The approach relies on continuous feedback from the stakeholders, and refinements on the RA by ATAC which are again presented for stakeholders review until consensus is reached;

2. RA Data Check and Report Generation

ATAC will continue to follow a process that reviews the accuracy of data entered into the Turbo database and the outputs generated using Turbo to ensure it reflects the regional needs.

Specifically, the following procedure will be applied:

- i. ATAC will have a minimum of two staff review and verify the inventory of elements and their correspondence to stakeholders;
- ii. ATAC will have a minimum of two staff review and verify interfaces and information flows for each service package in the RA;
- iii. ATAC will have a minimum of two staff review and verify the status (existing, planned, or not planned) of each element, flow, and service package in the RA;
- iv. ATAC will have a minimum or two staff review and verify the output generated through Turbo including all diagrams, tables, and reports;
- v. ATAC will conduct an internal review of all RA report documentation before providing drafts to the MPOs for review.

To: Policy Board members
From: Ben Griffith, AICP, Executive Director
Date: August 9, 2024
Re: **Approval of BNSF Corridor Study Cooperative Agreement**

BNSF Railroad initiated discussions nearly two years ago with the local jurisdictions and Metro COG to discuss rail crossings and railyard operations (in Dilworth). These early discussions led to the programming of the Metro Railroad Needs Study in 2023. The study was moved to 2024 and we are currently drafting a detailed scope of work for contract negotiations.

The attached agreement was provided to me late last year and was forwarded to each of the jurisdictions' engineering or administrative staff for review. A meeting was held and the items in the agreement discussed in great detail. A summary of this meeting, along with additional study areas from the jurisdictions was forwarded to BNSF, which will be included in the scope of work with the consultant's contract.

The primary reason for the agreement is to ensure BNSF's provision of local match for the study. The study is budgeted at \$400,000, with \$150,000 in local match to be provided by BNSF. This amount is technically an "overmatch" since it equates to approximately 37.5% in lieu of the 20% minimum local match required for CPG funding.

Not knowing how consultants were going to approach the project, especially with our emphasis to expend the re-obligated CPG funds from 2023 by year's end, \$100,000 was programmed for the project for 2024 with the balance to be programmed in 2025. The agreement notes this and BNSF has agreed to provide \$37,500 for this year. With the consultant now indicating a higher project expenditure rate, BNSF has indicated their willingness to provide additional match for 2024, if needed. Additional re-obligated funding would need to be programmed via formal UPWP amendment. Metro COG's attorney reviewed the agreement and provided advice on verbiage for this particular section of the agreement.

Requested Action: Approval of the BNSF Corridor Study Cooperative Agreement with BNSF for the Metro Railroad Needs Study and authorize Executive Director to execute said agreement.

CORRIDOR STUDY COOPERATIVE AGREEMENT

BNSF File No. BF-20278766

BNSF—Fargo-Moorhead MetroCOG Rail Corridor Study
BNSF Staples, Moorhead, KO, Prosper, Hillsboro Subdivisions

This Corridor Study Cooperative Agreement (“**Agreement**”), is executed to be effective as of _____, (“**Effective Date**”), by and between BNSF RAILWAY COMPANY, a Delaware corporation (“**BNSF**”), and the Fargo-Moorhead Metropolitan Council of Governments, (“**Metro COG**”), a Metropolitan Planning Organization for the greater Fargo-Moorhead Metropolitan Area. BNSF and Metro COG are hereinafter collectively referred to as the (“**Parties**”).

RECITALS:

WHEREAS, BNSF owns and operates several railroad corridors in and through the Fargo-Moorhead Metropolitan Planning Area (“**MPA**”); and

WHEREAS, the Metro COG is an organization made up of representatives from local governments and transportation authorities to address transportation planning requirements of the region through a Metropolitan Transportation Plan (“**Plan**”); and

WHEREAS, the Metro COG desires to update and expand its 2017 Regional Railroad Crossing Safety Study to further evaluate the BNSF corridors for opportunities to improve safety, reduce trespassing and transportation conflicts, and consolidate railroad crossings, through a new Corridor Study (“**Study**”); and

WHEREAS, BNSF sees common interest in the development of a Study that focuses on projects within and adjacent to its railroad corridors, and will reimburse Metro COG for a pro-rata share of the cost of the Study and Plan supplement, not to exceed one hundred fifty thousand and No/100 (\$150,000.00); and

WHEREAS, the Parties desire to enter into this cooperative Agreement to memorialize their current understanding, and to set forth the basic terms and conditions that BNSF and Metro COG agree upon, and that will be included as part of the Study.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **PURPOSE AND NEED.** The Study contemplated by this Agreement, more particularly described under Exhibit A attached hereto and incorporated herein, involve gathering data, soliciting public input, and developing conceptual level designs of roadway and railway crossing improvements in the Fargo-Moorhead MPA, with an emphasis on:
 - a. Increasing the safety of the transportation system for motorized and non-motorized users.
 - b. Increasing the security of the transportation system for motorized and non-motorized users.
 - c. Increasing the accessibility and mobility of people and freight within the corridor.
 - d. Positioning multimodal transportation improvements for state and local planned growth and economic development patterns.
 - e. Improve resiliency and reliability of the transportation system, across and between modes, for people and freight.

The Study, as outlined per Exhibit A, aims to identify tangible opportunities for funding and project development that will reduce exposure between modes of transportation while improving safety and mobility for people, vehicles, trucks, and trains in and adjacent to the railroad corridors in the growing MPA. Study and planning services shall be performed between 2024 and 2025.

2. **CONSULTANT PROCUREMENT.** Metro COG will request a proposal from qualified consultants, based on Exhibit A, to be scored on a competitive basis by the Parties. Consultant proposals shall include the following for evaluation:
 - a. Description of consultant approach to the work, including features or approaches the consultant team determines would add additional value to the process.
 - b. Consultant proposed schedule to complete the work, with assumed task durations for tasks requiring BNSF and public stakeholder input. Schedule should identify development by task, proposed submittals, review periods, work products, etc.
 - c. Consultant fee for the work, broken out by task for services.
 - d. Professional bios of staff members engaged in the work with relevant experience of the proposed team.
 - e. Brief descriptions of other projects or similar efforts the consultant team has undertaken.

3. **REIMBURSEMENT.** BNSF agrees to provide Metro COG with a local match to Federal Consolidated Planning Grant funds in an amount not to exceed a total of \$150,000 in the following manner:
 - a. Metro COG will invoice BNSF in the amount of \$37,500 when the consultant contract has been negotiated and prior to the commencement of activities on the study for the work expected to be completed before the end of 2024.
 - b. Metro COG will then invoice BNSF at the beginning of 2025 for the remainder of the local match, not to exceed a total of \$150,000, for consulting fees to be utilized for conclusion of the study.

4. **SCOPE.** On initial survey, the Parties agree that locations may include, however are not limited to, the following areas of interest for study and feasibility:
 - a. Permanent closure of the at-grade crossing at Main Street S (U.S.DOT #062943E) in Dilworth, MN
 - b. Alignment of a new grade-separated structure over the BNSF Dilworth yard to service the area north and south of the yard around 14th Street
 - c. 20th Street S alignment and extension parallel to the BNSF Moorhead Sub, with associated crossing consolidation and/or grade-separated crossings at 50th Ave S (U.S.DOT # 062580N) and 60th Ave S (U.S.DOT #062582C)
 - d. Multimodal enhancements for pedestrian, bicycle, and vehicle travel at the railroad underpasses at University Drive N (U.S.DOT #070848E, #070814K) and 10th Street N (U.S.DOT #070844C, #070812W), on both the BNSF Hillsboro and KO Subdivisions
 - e. Grade-separated structure at 9th St NE (U.S.DOT #071009F) in West Fargo, ND to serve a growing industrial area
 - f. Replacement and expansion of the Center St underpass (U.S.DOT #071013V) to improve vertical clearance under the bridge and better accommodate multimodal travel
 - g. Grade-separated structure at 26th St NW (U.S.DOT #071084S) to coincide with an interchange at I-94 and serve a future growth area protected by the Red River Diversion
 - h. Rural roadway connectivity and crossing consolidation at location like 93rd St N (U.S.DOT #092957U) and 40th Ave N (U.S.DOT #092956M) along the diagonal-running BNSF Prosper Subdivision
 - i. Multimodal transportation plan development for industrial rail access west of I-29, referencing the NW metro transportation and land-use plan

Study tasks and phases are further detailed as Exhibit A.

5. **COOPERATION**. The Parties will remain involved throughout the Study with frequent communication and routine meetings envisioned to identify a program of competitive projects that meet current and future, multimodal transportation needs for application for federal funding. It is agreed that:
- a. Metro COG will act as the lead proponent, organizer, and facilitator of the Study with support from BNSF.
 - b. BNSF and Metro COG will work with their respective stakeholders to cooperate with the selected consultant and other related entities to provide information, access, or otherwise assist with the Study and project development.
 - c. Metro COG will act as the lead public applicant for federal discretionary Notice of Funding Opportunit(ies) where, when the Parties together agree, projects developed as a result of the Study may be eligible for funding.
 - d. BNSF will provide a letter-of-support and, at its option, commensurate with the benefit received, may in-part fund an application for, projects the Parties together agree should be pursued for funding under federal discretionary grant opportunities.
 - e. Upon successful award and/or otherwise sufficient funding of projects developed under the Study outlined herein, the Parties may negotiate and enter into (collectively, the **“Project Agreements”**):
 - i. Construction and Maintenance Agreements (**“CMA”**) to govern the final design, construction, and maintenance of the projects;
 - ii. Easement Agreements (**“Easement”**) for use of BNSF right-of-way; and
 - iii. Any other agreements needed to effectuate projects over, under, across, along, and adjacent to the BNSF railroad corridors, as developed under the Study and accepted by BNSF.
 - f. The Parties agree that the development, design, and construction of any projects developed under the Study will follow, at a minimum, BNSF’s policies and guidelines as set forth in the following documents, unless a variance is otherwise granted by BNSF:
 - i. BNSF Railway Public Projects Manual;
 - ii. UP/BNSF Guidelines for Grade Separation Projects;

- iii. Shoring Guidelines; and
 - iv. Utility Accommodation Policy.
 - g. BNSF contribution to grant application development and/or toward local match requirements may apply to BNSF obligations under federal and state law to share in a portion of the cost of construction of projects developed under the Study, including any obligations BNSF may have pursuant to 49 C.F.R. § 646.210.
 - h. Nothing in this Agreement shall be construed as providing Metro COG, its agents or consultants any right of entry upon property owned or occupied by BNSF. Any work required in connection with the Study, necessitating entry upon BNSF's railroad right-of-way, shall only be conducted as authorized and coordinated with BNSF.
 - i. This Agreement cannot be supplemented, amended or modified in any way except in writing, signed by all Parties hereto.
 - j. It is mutually understood by the Parties that this Agreement does not obligate any projects developed under the Study to construction unless sufficient funding is received, and the Parties enter into Project Agreements.
 - k. The Parties acknowledge that BNSF is an interstate railway company and agree that, by entering into or performing work under the provisions of this Agreement, BNSF is not waiving its right of preemption under applicable federal and state law.
6. **CONTACTS.** Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the Parties at the following addresses:

BNSF Railway Company:

Fargo-Moorhead Metropolitan Council of Governments:

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE 1 OF 1]



IN WITNESS THEREOF, this MOU has been executed by the Parties hereto and is effective (“**EFFECTIVE**”) on the date signed by the last Party.

FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS

SIGNATURE: _____

NAME: _____

TITLE: _____

BNSF RAILWAY COMPANY

SIGNATURE: _____

NAME: _____

TITLE: _____

Exhibit A -Scope of Study

BACKGROUND:

BNSF Railway owns and operates a freight rail service over multiple corridors of commerce through the Fargo-Moorhead Metropolitan Council of Governments (Metro COG) region. Passenger rail also operates over one of the corridors via Amtrak.

With rapid growth in the Cass and Clay County areas of the Fargo-Moorhead Metro Planning Area (MPA), a number of challenges are presented when considering a future transportation system. The comprehensive impacts from future development and subsequent highway-rail and trespassing conflicts, particularly in the northwest and southeast Metro, are just beginning to materialize as the corridors are expected to experience increased multimodal traffic.

OBJECTIVE:

The purpose of this Study is to identify existing conditions, best practices, and opportunities to define and implement a program of projects across the rail corridors that drive measurable improvements in multimodal safety, efficiency, connectivity, and resiliency in the Fargo-Moorhead Metropolitan Planning Area. The Study will include, but is not limited to, the following project areas to define project feasibility and alternatives:

- a. Permanent closure of the at-grade crossing at Main Street S (U.S.DOT #062943E) in Dilworth, MN
- b. Alignment of a new grade-separated structure over the BNSF Dilworth yard to service the area north and south of the yard around 14th Street
- c. 20th Street S alignment and extension parallel to the BNSF Moorhead Sub, with associated crossing consolidation and/or grade-separated crossings at 50th Ave S (U.S.DOT # 062580N) and 60th Ave S (U.S.DOT #062582C)
- d. Multimodal enhancements for pedestrian, bicycle, and vehicle travel at the railroad underpasses at University Drive N (U.S.DOT #070848E, #070814K) and 10th Street N (U.S.DOT #070844C, #070812W), on both the BNSF Hillsboro and KO Subdivisions
- e. Grade-separated structure at 9th St NE (U.S.DOT #071009F) in West Fargo, ND to serve a growing industrial area
- f. Replacement and expansion of the Center St underpass (U.S.DOT #071013V) to improve vertical clearance under the bridge and better accommodate multimodal travel
- g. Grade-separated structure at 26th St NW (U.S.DOT #071084S) to coincide with an interchange at I-94 and serve a future growth area protected by the Red River Diversion

- h. Rural roadway connectivity and crossing consolidation at location like 93rd St N (U.S.DOT #092957U) and 40th Ave N (U.S.DOT #092956M) along the diagonal-running BNSF Prosper Subdivision
- i. Multimodal transportation plan development for industrial rail access west of I-29, referencing the NW metro transportation and land-use plan

Phase 1 and Phase 2 of the following Scope are to analyze and identify the above along with other potential projects and improvement strategies for the corridor and projected future growth. Phases 3 and an optional Phase 4 are to select and prioritize solutions with a published long-range corridor plan of programs that could be optioned for federal discretionary grant applications.

SCOPE:

Phase 1—Desktop and Field Reviews

1. Review Previous Studies and Evaluate Existing Conditions:
 - a. Gather and present information from existing studies, including a compilation of future plans and projects within and adjacent to the corridors. Relevant existing studies may include, but are not limited to:
 - 2017 Regional Railroad Crossing Safety Study
 - Metro GROW 2045 Metropolitan Transportation Plan
 - Transportation Improvement Plan (TIP)
 - State plans such as Rail Crossing Action Plans, Freight Plans, etc.
 - b. Gather and present data from various sources to create a comprehensive picture of conditions within the corridors, including but not limited to:
 - Grade crossing and trespasser incident data
 - Existing quiet zone locations
 - Railroad service interruptions, both BNSF and Amtrak
 - Other public safety-related activity
2. Perform traffic assessments for current and potential future conditions in the corridors, focusing primarily in urban and emerging development areas:
 - a. Gather and model traffic data with projected growth and levels of service needs at the direction of Metro COG and using the current Metro COG Traffic Demand Model (TDM) based on future land use.
 - b. Determine pedestrian and trespasser movement patterns near, across, and along rail corridors.

- c. Provide traffic modeling and analysis for up to three (3) potential at-grade crossing eliminations (to be selected by Metro COG and BNSF) to evaluate closure impacts and elimination scenarios.
 - d. Traffic capacity issues outside of impacts from crossing closures are not to be considered.
3. Understand and present high-level environmental constraints and restrictions within the corridors:
 - a. Verify if any Section 4(f) or 6(f) properties are within the corridor study areas.
 - b. Identify wetlands through review of National Wetland Inventory (NWI) maps.
 - c. Identify any threatened or endangered species known in the area.
 - d. Review US Bureau of Census socioeconomic and environmental justice data including elderly, minority, and populations below the poverty level.
 - e. Highlight any high-level “red-flag” environmental constraints that may impact proposed or conceptual-level project plans.

Phase 2—Public Outreach

Public Meetings and Input:

- a. Perform up to ten (10) in-person meetings with local government, transportation entities, land-use planners, and economic development partners in the Metro COG region to collaborate on challenging areas and opportunities.
- b. Facilitate up to three (3) public workshops, including at least two (2) as, or with, a virtual option, to gather and analyze input from public working groups and stakeholders.
- c. Prepare a map summarizing and highlighting the areas of opportunity and need gathered from the public engagement effort.

Phase 3—Project Deliverables and Coordination

Using information gathered and modeled in Phase 1, and with public input gathered in Phase 2, the following submittal package is expected as part of the Study:

- a. The first submittal package and report will identify a minimum five (5) initial improvement options for each municipality in the MPA along a rail corridor, unless there is consensus among Metro COG, BNSF, and the relevant public agencies that fewer options are adequate. Improvement options

should include grade separations, crossing consolidations, highway-rail grade crossing facility improvements, connecting roads, etc.

- b. Each option must include a high-level cost estimate for project implementation, including costs for design, NEPA, right-of-way acquisitions, and construction.
- c. Options will be organized in a short-term (1-2 years), medium-term (3-5 years), and long-term (6+ years) format based on need, complexity, plan development timeframe, and environmental factors.
- d. Metro COG and BNSF will review options submitted. Consultant will facilitate a one-day workshop with Metro COG and BNSF to share pertinent details and answer any questions pertaining to options outlined.

Optional: Phase 4—Project Refinement and Application Development

1. At its option and with funding made available, Metro COG and BNSF may requisition additional submittal packages as follows:
 - a. A second submittal package and report will compile and incorporate comments and feedback from the MetroCOG-BNSF workshop. It will include a focused two (2) improvement options for each municipality, in further detail and with high-level conceptual layouts and cost estimates, that may be worthy and competitive projects for a federal grant application.
 - b. Metro COG and BNSF will further review conceptual layouts for the selected options submitted with the second package.
 - c. In collaboration with the Metro COG Policy Board, relevant public agencies and transportation officials—as facilitated by Consultant—Metro COG and BNSF will provide consensus on which options to pursue further and/or pursue high-level alternative analysis on.
 - d. A final, third submittal package and report will include a 10% level design and estimates on options selected by Metro COG and BNSF for this level of further development.
2. At its option and with funding made available, Metro COG and BNSF may request narrative support and cost-benefit analysis on up to five (5) federal grant applications for projects borne from the Study and strategically packaged, and for which Metro COG and BNSF believe may be eligible for federal discretionary grant funding made available through the Bipartisan Infrastructure Law (“BIL”) or other sources.

To: Policy Board
From: Paul Bervik, Assistant Transportation Planner
Date: August 9, 2024
Re: **2024-2027 Transportation Improvement Program (TIP) Amendment 10**

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) held a public meeting both in-person and via Zoom Video Communications on Thursday, August 8, 2024 at 10:00 AM to consider public comments regarding a proposed amendment to the 2024-2027 Transportation Improvement Program (TIP) for the FM Metropolitan Area. The proposed amendment to the 2024-2027 TIP reflects modified, federally-funded projects within the Metropolitan Planning Area (MPA).

A public notice was published in the Forum of Fargo-Moorhead on Wednesday, July 24th, 2024, which advertised the public meeting, detailed how to request additional information, and provided information on how to provide public comments regarding the proposed amendment. Public comments were accepted until 12:00 noon on Thursday, August 8, 2024. As of the writing of this memo, no written or verbal comments were received.

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

1. **Modification of Project 9240007:** NDDOT technological upgrades fiber network, camera sites, ess, and roadside improvements (2024). Updating total project cost and cost breakdown.
2. **Modification of Project 8240050:** MnDOT installation of fiber communication, cameras, and dynamic message signs. (2025) Adding additional funding, increase total project cost, and updating project description.
3. **Modification of Project 4232022:** City of Fargo construction of a shared use path and drain crossing on Drain 27. This project will connect two existing trail networks (2024). The project year was shifted from 2025 to 2024.
4. **Modification of Project 5245068:** Moorhead reconstruction of 34th Street from 4th Avenue North to 3rd Avenue North (2025). Updating project description.
5. **Modification of Project 5245069:** Moorhead reconstruction of 34th Street from 4th Avenue North to 3rd Avenue North (2025). Updating project description.
6. **Modification of Project 8250032:** MnDOT installation of fiber communication, cameras, and dynamic message signs. (2025) Updating project description.
7. **New Project 9241071:** NDDOT Preliminary Engineering for the reconstruction of Main Avenue from 45th Street to 25th Street in the City of Fargo (2024).

8. **New Project 8241072:** MnDOT installation of fiber communication, cameras, and dynamic message signs. (2025)

Metro COG staff presented the information contained in Amendment #10 to the TTC at their regularly scheduled meeting on August 8, 2024. The TTC did not have any additional comments and unanimously recommended the Policy Board approve the TIP amendment. No comments were received from the public during the public comment period.

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

Requested Action: Approval of Amendment 10 to the Metro COG 2024-2027 Transportation Improvement Program (TIP).

Lead Agency	Metro COG ID State Number	Project Year	Project Location	Length	Project Limits From	To	Project Description	Improvement Type	Total Project Cost	Federal Revenue Source	Other Revenue Source	Revenue
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Amendment 10 - 2024-2027 Metro COG TIP

Existing projects with changes

NDDOT	9240007 23990	2024	I-29 and I-94				Fargo fiber network, utilities, camera sites, ess, roadside improvements	Safety	\$2,885,174 \$1,250,000	ITS	State	\$2,596,656 \$1,125,000 \$288,518 \$125,000
MNDOT	8240050 1480-190	2025					**ITS** : ON I94, IN MOORHEAD, FIBER COMMUNICATIONS/CAMERAS, DYNAMIC MESSAGE SIGNS (DMS) Connected to 8250032 and 8241072 .	Safety	\$1,794,445 \$1,305,556	NHPP	State 2025 MnDOT CRP Project 2025 HSIP	\$950,000 \$105,556 \$250,000 \$488,889

Amendment 10 - 2024-2027 Metro COG TIP

Existing projects with no change in cost

City of Fargo	4232022 23946	2024 2025	Drain 27 Crossing	0.2			Construction for new shared use path and crossing connecting two existing trail networks at Drain 27.	Bike/Ped	\$875,045	TA	Local	\$700,036 \$175,009
City of Moorhead	5245068 144-135-021	2025	34th Street		4th Avenue S	3rd Avenue N	RECONSTRUCTION OF 34TH STREET (ASSOCIATED TO SP 144-135-021CRP) Connected to 5245069. Reconstruction of 34th Street.	Reconstruction	\$5,267,000	STBG	2025 CRP Project State	\$3,647,000 \$150,000 \$1,470,000
City of Moorhead	5245069 144-135-021CRP	2025	34th Street		4th Avenue S	3rd Avenue N	**CRP** : RECONSTRUCTION OF 34TH STREET SHARED USE PATH ON WESTSIDE OF ROADWAY. CONSTRUCTION OF NEW SIDEWALK ON EASTSIDE OF ROADWAY (ASSOCIATED TO SP 144-135-021) Connected to 5245068. Reconstruction of 34th street shared use path on westside of roadway. Construction of new sidewalk on eastside of roadway.	Reconstruction	\$150,000	CRP	State	\$120,000 \$30,000
MNDOT	8250032 1480-190	2025					**CRP** **ITS** : ON I94, IN MOORHEAD, FIBER COMMUNICATIONS/CAMERAS, DYNAMIC MESSAGE SIGNS (DMS) Connected to 8240050 and 8241072 .	Safety	\$250,000	MnDOT CRP	State	\$200,000 \$50,000

Amendment 10 - 2024-2027 Metro COG TIP

New project

NDDOT	9241071 24436	2024	Main Avenue	2.0	45th Street	25th Street	Preliminary Engineering for preventative maintenance, CPR, and joint repair of Main Avenue in the City of Fargo.	Preliminary Engineering	\$1,000,000	STBGPU	State Local	\$809,300 \$90,700 \$100,000
MNDOT	8241072 1480-190	2025					**HSIP** : ON I94, IN MOORHEAD, FIBER COMMUNICATIONS/CAMERAS, DYNAMIC MESSAGE SIGNS (DMS) Connected to 8240050 and 8250032 .	Safety	\$488,889	HSIP	State	\$440,000 \$48,889

To: Policy Board
From: Paul Bervik, Assistant Transportation Planner
Date: August 9, 2024
Re: **Continuation of the Development of the Final Draft Metro COG 2025-2028 Transportation Improvement Program (TIP)**

Metro COG staff has been developing the Final Draft 2025-2028 TIP document, which lists federally funded transportation projects for the named four federal fiscal-year period. The TIP is being developed in coordination with NDDOT, MnDOT, MATBUS, and local jurisdictions. It contains all federally-funded, regionally significant, and projects of local significance in the Fargo Moorhead Region. The Final Draft TIP was also made available for review on Metro COG's website: <https://www.fmmetrocog.org/TIP>.



Throughout this process, Metro COG has been in collaboration with and received various comments/questions from planning partners including the public, NDDOT, MnDOT, City of Fargo, City of Moorhead, City of West Fargo, City of Dilworth, City of Horace, Fargo Transit, Moorhead Transit, Cass County, and Clay County. A summary of comments/questions received and Metro COG's responses can be found in Appendix A of the Final Draft 2025-2028 TIP.

Since the initial draft document was released in July, Metro COG updated language throughout the document as well as updating projects through its coordination with state and local governments. These changes were reflected in the Final Draft 2025-2028 TIP that was presented at the Public Open House. Subsequent substantial changes to the document that occurred after the Public Open House are detailed in Appendix A.

Metro COG is continuing to update the Fiscal Constraint Section, Environmental Considerations Section, and the Revisions Section. Metro COG will highlight any changes made to these sections at the September 12th TTC meeting and the September 19th Policy Board meeting, prior to adoption of the 2025-2028 TIP.

Recommended Action: None – informational item only