

## The 636<sup>th</sup> Policy Board Meeting Fargo-Moorhead Metropolitan Council of Governments THURSDAY, December 19, 2024 – 2:00 PM AGENDA

- |  |                    |
|--|--------------------|
| 1. Call to Order and Introductions                           |                    |
| a. Introductions & Roll Call                                 | Information Item   |
| b. Approve Order and Contents of the Overall Agenda          | Action Item        |
| c. Approve Minutes (November 21, 2024 Board Meeting)         | Action Item        |
| d. Approve December 2024 Bills                               | Action Item        |
| 2. Consent Agenda  | <b>Action Item</b> |
| a. November End of Month Report                              |                    |
| b. ND Rural Transportation Alternatives (TA) Applications    |                    |
| c. ND Highway Safety Improvement Program (HSIP) Applications |                    |
| d. ND Urban Grants Program (UGP) Applications                |                    |
| e. ND Urban Regional Highway System (RHS) Applications       |                    |
| f. 2025 NDDOT-Metro COG CPG Contract                         |                    |
| g. 2025 MnDOT-Metro COG State Planning Agreement             |                    |
| h. Assistant Transportation Planner Employment Offer         |                    |
| 3. Regular Agenda  |                    |
| a. Public Comment Opportunity                                | Public Input       |
| b. 2025-2028 TIP Amendment 2                                 | <b>Action Item</b> |
| c. Moorhead Federal Functional Classification                | <b>Action Item</b> |
| d. 2025 Employee Salary Adjustment                           | <b>Action Item</b> |
| e. Summary of Employee Benefits Presentation                 | Information Item   |
| 4. Additional Business                                       | Information Item   |
| 5. Adjourn   |                    |

REMINDER: The next Metro COG Policy Board Meeting will be held **Thursday, January 16, 2025 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](mailto: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\\_ff\\_h2QQcRP6CL2PILQNJyg](https://us02web.zoom.us/webinar/register/WN_ff_h2QQcRP6CL2PILQNJyg)

**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.

**636<sup>th</sup> Policy Board Meeting  
 Fargo-Moorhead Metropolitan Council of Governments  
 Thursday, November 21, 2024 – 2:30 PM**

**Members Present:**

Duane	Breitling	Cass County Commission
Chuck	Hendrickson	Moorhead City Council
Rory	Jorgensen	West Fargo City Commission
Stephanie	Landstrom	Horace City Council
Jenny	Mongeau	Clay County Commission
Julie	Nash	Dilworth City Council
Ryan	Nelson	Moorhead City Council
Brad	Olson	West Fargo City Commission
Dave	Piepkorn	Fargo City Commission
Art	Rosenberg	Fargo Planning Commission
John	Strand	Fargo City Commission
Maranda	Tasa	Fargo Planning Commission
Michelle	Turnberg	Fargo City Commission
Deb	White	Moorhead City Council

**Members Absent:**

Denise	Kolpack	Fargo City Commission
Thomas	Schmidt	Fargo Planning Commission

**Others Present:**

Adam	Altenburg	Metro COG
Karissa	Beierle Pavcek	Metro COG
Paul	Bervik	Metro COG
Angela	Brumbaugh	Metro COG
Dan	Farnsworth	Metro COG
Ben	Griffith	Metro COG
Aiden	Jung	Metro COG
Michael	Maddox	Metro COG
Mackenzie	Mueller	Metro COG
Renae	Kuehl	SRF

- 1a. MEETING CALLED TO ORDER, WELCOME, AND INTRODUCTIONS, convened**  
The meeting was called to order at 2:30 PM, on November 21, 2024 by Chair Breitling, noting that 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 November 21, 2024 Policy Board Meeting.**

**Mr. Peipkorn moved, seconded by Mr. Rosenberg**

**MOTION, passed**

**Motion carried unanimously.**

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

Chair Breitling asked for approval of the Minutes of the October 17, 2024 Meeting.

**MOTION: Approve the October 17, 2024 Policy Board Meeting Minutes.**

**Mr. Olson moved, seconded by Mr. Rosenberg.**

**MOTION, passed**

**Motion carried unanimously.**

**1d. Monthly Bills, approved**

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

**MOTION: Approve the November 2024 Bills List.**

**Mr. Peipkorn moved, seconded by Mr. Olson.**

**MOTION, passed**

**Motion carried unanimously.**

**2. CONSENT AGENDA**

Chair Breitling asked for approval of Items a-d on the Consent Agenda and removing item e, stating that the Executive Director would provide an update under additional business. (Regular Agenda Items 3f. and 3g. were added to the consent agenda by amending the consent motion later in the meeting.)

- a. October Month End Report
- b. 2025 Health/Vision/Dental Insurance with BCBS-ND
- c. 2025 Metro COG Public Meeting Schedule
- d. Human Resources Consulting Services Agreement
- e. Request for MATBUS Appointment to Policy Board
- f. EV Readiness Study Final Report (added to consent)
- g. Fargo Transportation Plan (added to consent)

**MOTION: Approve Items a-d, removing Item e, on the Consent Agenda.**

**Ms. White moved, seconded by Mr. Rosenberg.**

**MOTION, passed**

**Motion carried unanimously.**

### 3. REGULAR AGENDA

#### 3a. Public Comment Opportunity

No public comments were provided or received.

#### 3b. 2024-2027 TIP Amendment 12

Mr. Bervik presented Amendment 12 regarding the 2024-2027 Transportation Improvement Program (TIP). A public notice was published on Wednesday, October 30, 2024, and comments accepted until 12:00 noon on Thursday, November 14, 2024. No written comments were received.

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

1. **Modification of Project 9231004:** NDDOT revising signals within West Fargo (2025). Updating Project Cost.
2. **Modification of Project 9240052:** NDDOT removing negative left turn offsets at various locations (2025). Updating Project Cost.
3. **Modification of Project 9210005:** NDDOT installation of high-tension cable median guardrail (2026). Moving the project year from 2025 to 2026.
4. **Modification of Project 9220039:** NDDOT installation of high-tension cable median guardrail (2026). Moving the project year from 2024 to 2026.
5. **New Project 0247073:** Metro COG flexing STBG funding to Metro COG Planning (2025).
6. **New Project 9242074:** NDDOT pavement marking at various locations throughout the Fargo District (2025).

**MOTION: Approve Amendment 12 of the Metro COG 2024-2027 Transportation Improvement Program (TIP).**

**Mr. Olson moved, seconded by Mr. Rosenberg.**

**MOTION, passed**

**Motion carried unanimously.**

#### 3c. 2025-2028 TIP Amendment 1

Mr. Bervik presented Amendment 1 regarding the 2025-2028 Transportation Improvement Program (TIP). A public notice was published on Wednesday, October 30, 2024, and comments accepted until 12:00 noon on Thursday, November 14, 2024. No written comments were received.

The proposed amendment to the 2025-2028 TIP is as follows:

1. **Modification of Project 9231004:** NDDOT revising signals within West Fargo (2025). Updating Project Cost.
2. **Modification of Project 9240052:** NDDOT removing negative left turn offsets at various locations (2025). Updating Project Cost.

3. **Modification of Project 9210005:** NDDOT installation of high-tension cable median guardrail (2026). Moving the project year from 2025 to 2026.
4. **Modification of Project 9220039:** NDDOT installation of high-tension cable median guardrail (2026). Moving the project year from 2024 to 2026.
5. **New Project 0247073:** Metro COG flexing STBG funding to Metro COG Planning (2025).
6. **New Project 9242074:** NDDOT pavement marking at various locations throughout the Fargo District (2025).

**MOTION: Approve Amendment 1 of the Metro COG 2025-2028 Transportation Improvement Program (TIP) contingent upon approval of the 2025-2028 TIP.**

**Mr. Olson moved, seconded by Mr. Hendrickson.**

**MOTION, passed**

**Motion carried unanimously.**

**3d. 2024 Metro Profile Final Report**

A recorded power point was presented providing the latest details for the 2024 Metropolitan Profile. The report is divided into five sections:

- Community Profile –
  - The population has increased by 3,957 for a total of 262,620
  - Horace has the fastest growing population
  - Unemployment rate as of 2022 is 1.81% which is less than the United States rate of 3.63%
  - 10.2% work from home compared to 13.8% of the US
- Roadways
  - Vehicle miles have increased by 5%
  - There were 60 TIP projects in 2023 with a total cost of \$86,065,822
- Freight
  - Amtrak station ridership for 2023 was 17,545 an increase of 19.17%
- Bike & Pedestrian
  - There are 253 miles of bikeway paths
  - University Drive has the highest hourly pedestrian counts
- Transit
  - There were 1,295,317 MATBUS passengers in 2023

**MOTION: Approve the 2024 Metropolitan Profile**

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

**MOTION, passed**

**Motion carried unanimously.**

**3e. Regional Comprehensive Safety Action Plan (SS4A) Final Report**

Mr. Altenburg stated SS4A is the first safety action plan aimed at reducing and eliminating serious injuries and fatalities on the region's transportation network.

Renaë Kuehl from SRF presented the findings of the final report. The vision is to have zero deaths or severe injuries with a 55% reduction of fatal injury crashes by 2040. There were pop-up engagements held and an on-line survey to gather public feedback. Speeding, lack of lighting, and snow removal were some of the concerns listed. Distracted driving is hard to prove unless someone admits it.

Mr. Strand asked if the information included crashes involving bicycles and pedestrians with trains. Ms. Kuehl said no, just cars.

Mr. Peipkorn asked if the data takes into consideration the different fines for speeding in North Dakota and Minnesota. Ms. Kuehl stated she did not think so but would have to look at the individual incidents.

Mr. White stated a high percentage of crashes are age-related. When asked if they could see if the ages of the people and which state, Ms. Kuehl replied yes, there is a breakdown by age in the report as well. Chapter 5 contained the data analysis. Mr. Altenburg stated many of the crashes are with the younger-aged population and Ms. Kuehl concurred.

Mr. Strand inquired if a controlled substance or something similar was involved, did that get incorporated into the plan? Ms. Kuehl stated yes, those are all contributing factors and included. Ms. Kuehl is going to specifically look at the impaired data portion of the report and get back to the Board.

**MOTION: Approve the Regional Comprehensive Safety Action Plan  
Mr. Rosenberg moved, seconded by Mr. Olson  
MOTION, passed  
Motion carried unanimously.**

**3f-g. MOTION: Amend Consent agenda to include the following:**

**3f. EV Readiness Study Finaly Report**

**3g. Fargo Transportation Plan (FTP)**

**Ms. Mongeau moved, seconded by Mr. Piepkorn.**

**MOTION, passed**

**Motion carried unanimously**

**4. Additional Business**

- Mr. Griffith reported that the new MATBUS board had held it's first meeting the preceding Tuesday and appointed Moorhead Assistant City Manager Mike Rietz to the Metro COG Policy Board with a unanimous vote.

- Mr. Griffith apologized for the change in meeting time, explaining that the Diversion Authority Board regularly meets on the fourth Thursdays of the month at 4:00 PM. In November and December, their meetings are moved to the third Thursdays of the month, causing conflicts for Policy Board members who also serve on the Diversion Authority Board. He went on to explain that the Diversion Authority Board meets in the Fargo City Commission Chambers and don't have much flexibility with meeting times due to the number of other meetings held in the Chambers, so it's easier to adjust the Policy Board's meeting time to help accommodate both Boards' ability to form a quorum in order to conduct business. With that, he asked the Chair to approve moving the December Policy Board meeting to 2:00 instead of 4:00 and he agreed.

## 5. Adjourn

***Mr. Breitling, Board Chairperson adjourned the 636<sup>th</sup> Meeting of the FM Metro COG Policy Board***

The 636<sup>th</sup> Meeting of the FM Metro COG Policy Board held Thursday, November 21, 2024 was adjourned at 3:17 PM.

**THE NEXT FM METRO COG POLICY BOARD MEETING WILL BE HELD December 19, 2024, AT 2:00 PM.**

Respectfully Submitted,

Angela Brumbaugh  
Office Manager



**To:** Policy Board  
**From:** Paul Bervik  
**Date:** December 12, 2024  
**Re:** Rural Transportation Alternatives

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 staff will bring the urban projects to the TTC and Policy Board in January or February 2025.

Metro COG received a total of one rural TA application located on the ND side of Metro COG's planning area. Below is a description of the application along with the scoring of the application as scored by the Bicycle & Pedestrian Committee at the December 4<sup>th</sup> meeting. **Attached** is the scoring table showing the scoring of the application. Also, **attached** is the full application.

**Cass County (within City of Kindred) - County Rd 15 Shared Use Path**  
**Score: 55 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. An RRFB will be installed at 53<sup>rd</sup> Street Southeast. There is also an option for an installation of an RRFB at the Highway 46 crossing.

*Cost: \$1,056,162 construction total; \$844,929.60 requested from TA*

Metro COG staff presented the received Rural TA application to the TTC. The TTC did not have additional comments and unanimously recommended the Policy Board approve the received Rural TA application and submit the project to NDDOT.

**Requested Action:**

Approval of the attached Transportation Alternatives (TA) application and associated scoring for submittal to NDDOT.

## TA Project Evaluation - Rural

2045 MTP Goal	TA Evaluation Criteria				North Dakota	
	Question	Evaluation instructions	Source of criteria	Points	Jurisdiction	Jurisdiction
System Safety	Is the project located where crashes involving a motor vehicle and a bicyclist or pedestrian have occurred within the past 9 years?	<i>Refer to most recent bicycle/pedestrian crash maps. Saved in TA folder.</i>	2045 MTP	One crash: 5 pts Multiple crashes: 10 pts	0	No Crashes
	Is the project located within 1/2 mile radius of a K-8 public school?	<i>Measure from outermost perimeter of school building.</i>	2045 MTP	10	10	Kindred Elementary School is adjacent to project
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>	2045 MTP	10	10	Connects to Shared Use Path at School and RRFB at 53rd St SE
	Does the project directly connect to an existing bicycle and/or pedestrian facility with a similar facility?			5		
	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>	(2045 MTP)	10	10	Within 1/4 mile of existing commercial and multi-dwelling (3-plex or greater)
Walking and Bicycling	Is the project consistent with recommendations of a corridor, comprehensive, or other planning study?	<i>These would be studies or plans that would be approved by a governing body, and would ideally have obtained public input as part of the study or plan.</i>	2045 MTP	10		
Maintain Transportation Infrastructure	Does the project maintain/rehabilitate an existing facility?	<i>Full points are intended for projects with the majority of the work entailing rehab/maintenance. For projects with rehab/maintenance as a smaller component of the overall project, partial points can be considered.</i>	2045 MTP	10	10	The project does maintain and existing Shared Use Path and build new shared use path.
Economic Development and Transportation Decisions	Does the project connect residential area(s) to commercial or industrial area(s)?	<i>Defer to Bicycle &amp; Pedestrian Committee's judgement at time of scoring.</i>	2045 MTP	10	10	Yes. Isn't this redundant with the
	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	Yes. Park adjacent to project
<b>Total Points</b>					55	0



**Highway Department**

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10/31/24

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](mailto:litchyk@casscountynd.gov)

**Project Sponsor:**

Cass County Commission

**Sponsoring Official:**

Thomas Soucy, 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 along the same alignment 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. Along with the reconstruction we also plan to construct an RRFB pedestrian crossing on the south side of 53<sup>rd</sup> St SE. This crossing will provide needed accessibility and connectivity across Cass County Road 15 on the south end of town between other pedestrian facilities.

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 at the new Korner Plaza gas station and convenience store. The South end also accommodates the subdivision south of State Highway 46 with access to Kindred by way of a path. We have provided an option on this application that would entail constructing another RRFB pedestrian crossing across State Highway 46 to better connect the south end of the existing path to the mentioned subdivision on the south side of the highway. This option would hinge on the NDDOT's appetite for an RRFB pedestrian crossing in this area.

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 53<sup>rd</sup> 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.

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

This project is a joint application between Cass County and the City of Kindred, and when the project is completed, it will greatly improve pedestrian connectivity from the south end to the north end of Kindred.



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### Project Cost:

The Project is estimated to have a total construction cost of \$1,056,162.00 (\$1,091,162.00 including Option 1). See attachment 3 for the Engineers estimate.

- A. 80% Federal = \$844,929.60
- B. 20% Local = \$211,232.40
  - a. Cass County 10% = \$105,616.20
  - b. City of Kindred 10% = \$105,616.20
- 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 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



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- 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 2025-2029 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, Kindred School District, and the Kindred Parks and Rec.

### Public Accessibility:

Cass County will be the owner of the project once completed and the public will have access to



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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 & City of Kindred

### **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:**

- **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



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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.
- **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.



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**Required Signatures and Dates:**

**Contact Person:** \_\_\_\_\_

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

**Responsible Official:** \_\_\_\_\_

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

**MPO Official:** \_\_\_\_\_

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



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### **Attachments:**

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



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

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.

# TA GRANT APPLICATION

Date: 11/14/2024

Cass County Government



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

CASS COUNTY HIGHWAY DEPARTMENT								
TA GRANT APPLICATION SIDEWALK CONCRETE KINDRED, ND SHARED USE PATH						ENGINEER'S ESTIMATE		
ITEM	SPEC NO.	CODE NO.	DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT COST	TOTAL	
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	\$20.00	\$100,000.00	
4	202	170	REMOVAL OF PIPES ALL TYPES & SIZES	LF	84	\$40.00	\$3,360.00	
5	203	109	TOPSOIL	CY	750	\$10.00	\$7,500.00	
6	251	300	SEEDING CLASS III	ACRE	1.25	\$3,500.00	\$4,375.00	
7	253	201	HYDRAULIC MULCH	ACRE	1.25	\$4,000.00	\$5,000.00	
8	261	112	FIBER ROLL 12IN	LF	200	\$5.00	\$1,000.00	
9	302	407	RESHAPE AGGREGATE BASE COURSE	STA	55	\$500.00	\$27,500.00	
10	430	500	COMMERCIAL GRADE HOT MIX ASPHALT	TON	150	\$250.00	\$37,500.00	
11	702	100	MOBILIZATION	L SUM	1	\$50,000.00	\$50,000.00	
12	704	1000	TRAFFIC CONTROL SIGNS	UNIT	500	\$3.00	\$1,500.00	
13	704	1054	SIDEWALK BARRICADE	EA	10	\$75.00	\$750.00	
14	704	1060	DELINIATER DRUMS	EA	40	\$30.00	\$1,200.00	
15	714	5200	PIPE CORR STEEL .079IN 24IN	LF	90	\$125.00	\$11,250.00	
16	714	5820	END SECT CORR STEEL .064IN 24IN	EA	6	\$600.00	\$3,600.00	
17	750	120	SIDEWALK CONCRETE 5IN REINF	SY	6,150	\$85.00	\$522,750.00	
18	750	1016	DRIVEWAY CONCRETE 6IN REINFORCED	SY	250	\$150.00	\$37,500.00	
19	750	2115	DETECTABLE WARNING PANELS	SF	120	\$60.00	\$7,200.00	
20	754	110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	100	\$35.00	\$3,500.00	
21	754	206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	200	\$25.00	\$5,000.00	
22	762	1325	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	LF	48	\$50.00	\$2,400.00	
23	772	2110	FLASHING BEACON-POST MOUNTED	L SUM	1	\$30,000.00	\$30,000.00	
						<b>TOTAL =</b>	<b>\$880,135.00</b>	
						<b>CONTINGENCY 20% =</b>	<b>\$176,027.00</b>	
						<b>GRAND TOTAL =</b>	<b>\$1,056,162.00</b>	
						<b>20% LOCAL SHARE =</b>	<b>\$211,232.40</b>	
						<b>80% FEDERAL SHARE =</b>	<b>\$844,929.60</b>	
OPTION 1								
23	772	2110	FLASHING BEACON-POST MOUNTED	L SUM	1	\$30,000.00	\$30,000.00	
23	772	2110	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	LF	100	\$50.00	\$5,000.00	
						<b>TOTAL =</b>	<b>\$35,000.00</b>	
						<b>GRAND TOTAL WITH OPTION 1 =</b>	<b>\$1,091,162.00</b>	
						<b>20% LOCAL SHARE WITH OPTION 1 =</b>	<b>\$218,232.40</b>	
						<b>80% FEDERAL SHARE WITH OPTION 1 =</b>	<b>\$872,929.60</b>	

**To:** Policy Board  
**From:** Paul Bervik  
**Date:** December 12, 2024  
**Re:** **Approval of Proposed  
Highway Safety Improvement Program (HSIP) Projects**

The North Dakota Department of Transportation (NDDOT) recently solicited applications for the annual Highway Safety Improvement Program (HSIP) grants. HSIP is a core Federal-aid program with the purpose of achieving 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. Three applications were submitted.

#### HSIP Projects

- Cass County – Proposed roundabout and intersection improvements to County Road 20 and 45<sup>th</sup> Street North
- Fargo – Auxiliary Lane on southbound 45<sup>th</sup> Street at 1-94 interchange.
- Fargo – Study to analyze the 22 top urban crash intersections within the City of Fargo as well as 28 other high crash intersections to come up with an infrastructure plan to improve these locations in the future.

See attached applications for more information on each proposed project.

Metro COG staff presented the received ND HSIP applications to the TTC. The TTC did not have additional comments and unanimously recommended the Policy Board approve the received ND HSIP applications and submit the projects to NDDOT.

#### **Requested Action:**

Approve the North Dakota HSIP applications as seen in the attachments and submit the projects to NDDOT.



## Highway Department

Telephone: 701-298-2370

Fax: 701-298-2395

SMB-HWY@casscountynd.gov

---

October 24, 2024

Mr. Justin Schlosser  
Highway Safety Improvement Program  
Bismarck, ND

SUBJECT: County Project No. CH2602  
County Road 20 & 45<sup>th</sup> St N Intersection Improvement Application  
Cass County, North Dakota

Dear Mr. Schlosser:

Enclosed is the following for the above referenced project:

- Highway Safety Improvement Program Application Packet

Please contact our office with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to be "K. Litchy", written over a horizontal line.

Kyle Litchy  
Cass County Highway Department

J:\Admin-Eng\Grants\2025\HSIP Grant\Ltr to Justin Schlosser for HSIP Application.docx

# HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) PROJECT APPLICATION

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

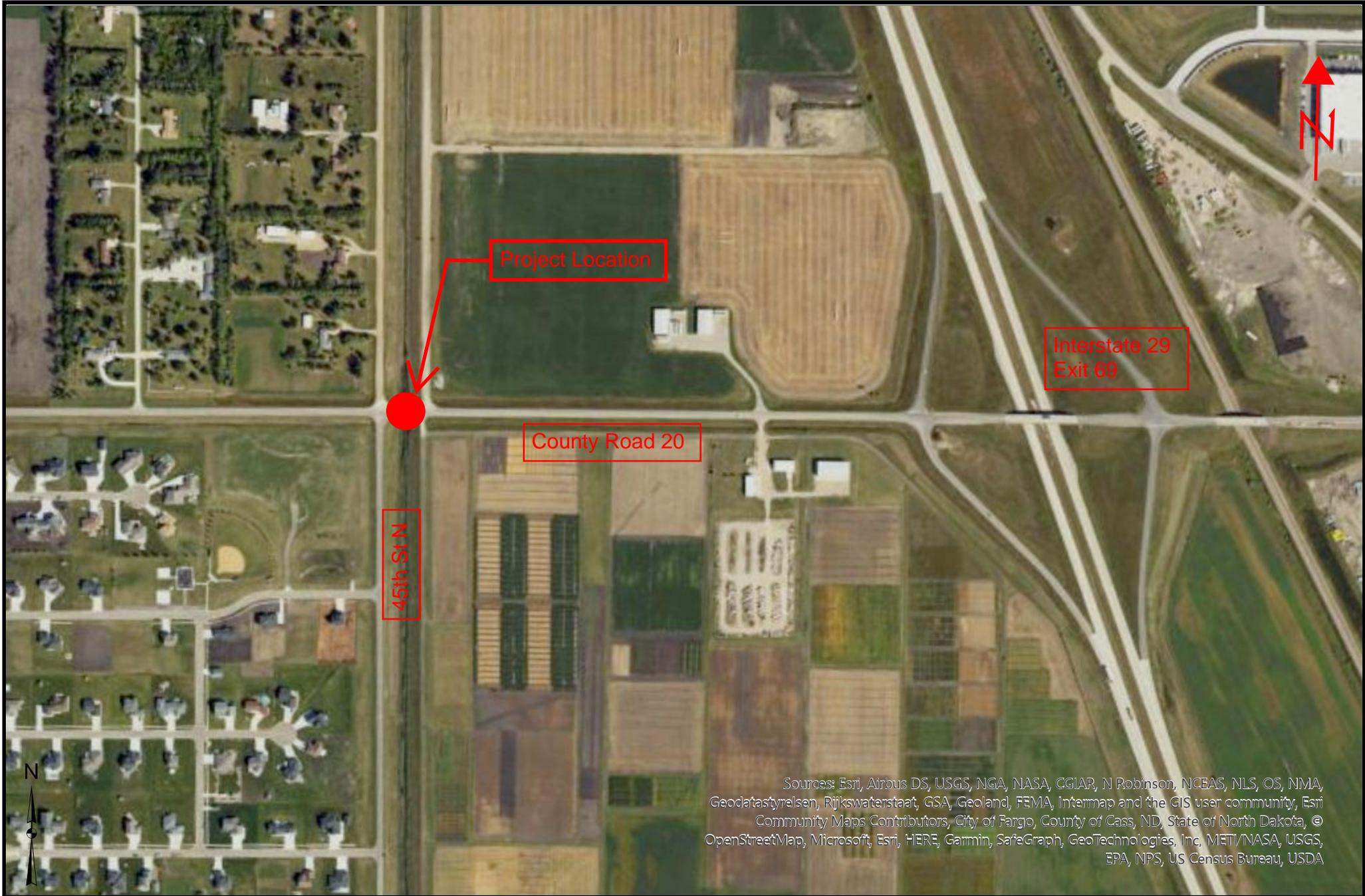
**23 USC § 407 Documents  
NDDOT Reserves All Objections**

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

Agency Name Cass County Highway Department		NDDOT District Fargo	
Contact Name Kyle Litchy		Current Date 12/6/2024	
Email Address litchyk@casscountynd.gov		Telephone Number 701-298-2380	Project Cost Estimate (attach detailed copy) 4,083,132.50
Location Description The intersection of County Road 20 and 45th St N by Reile's Acres, NO	Roadway Ownership <input type="checkbox"/> State <input checked="" type="checkbox"/> County <input type="checkbox"/> City <input type="checkbox"/> Tribe	Vision Zero Emphasis Area (check all that apply) <input checked="" type="checkbox"/> Younger Drivers <input checked="" type="checkbox"/> Speeding or Aggressive Drivers <input checked="" type="checkbox"/> Alcohol-Related <input checked="" type="checkbox"/> Unbelted Vehicle Occupants <input checked="" 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 checked="" type="checkbox"/> Intersection Traffic Control	<input type="checkbox"/> Pedestrians & Bicyclists	<input type="checkbox"/> Roadway Signs & Traffic Control
<input type="checkbox"/> Alignment	<input checked="" type="checkbox"/> Lighting	<input type="checkbox"/> Railroad Grade Crossings	<input checked="" 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 existing intersection where County Road 20 and 45th St N intersect is a 4 way intersection with a 2 way stop condition from north and south. This intersection is very busy, and with recent development in the area we are seeing traffic counts of 3,000 ADT on County Road 20 and 650 ADT on 45th St N. This intersection also sees additional traffic with being only 1/2 Mile from Interstate 29. In March of 2023 the NO DOT in cooperation with Stantec Consulting Services did a study of the Interstate 29 and County Road 20 interchange and surrounding intersections. This study showed that the intersection of County Road 20 and 45th St N tested very poorly with LOS of E & Fin AM and PM peak scenarios. With the growing traffic on County Road 20 there becomes safety issues for the traffic entering and exiting County Road 20 at 45th St N. This has become more apparent with the crash data that has popped up in this area. In recent years there has been 6 recored crashes at this intersection including one fatality in 2016. Due to the increased traffic and crashes at this location we lowered the speed from 55MPH to 40MPH in 2020. However, there still have been continued crashes since the change in speed.			
Describe Proposed Safety Improvements In the near future the interchange 1/2 mile east of the intersection of County Road 20 and 45th St N will be improved to a Dumbbell Interchange following the recommendations that the study that was mentioned above had shown. The Interstate 29 Study also mentioned that a roundabout at this intersection tested the best with the chosen interchange that is planned to be constructed. This is also reflected in the Northwest Metro Transportation Plan that was completed in September 2020. The Northwest Metro Transportation Plan references that a roundabout is the best intersection improvement due to the clear safety benefits and that something would need to be done at this intersection within 5-10 years of the study. With all the stated reference material above Cass County is proposing to construct a roundabout at the intersection of County Road 20 and 45th St N as outlined in the study. This roundabout will be designed to accommodate the current traffic as well as future growth in the area. With this project we would also be looking to improve the roadway to the east towards Interstate 29 by adding shoulders to County Road 20. Adding shoulders to this section of roadway would help increase safety as well as give pedestrians a path out of the driving lane to travel.			

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

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



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

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.

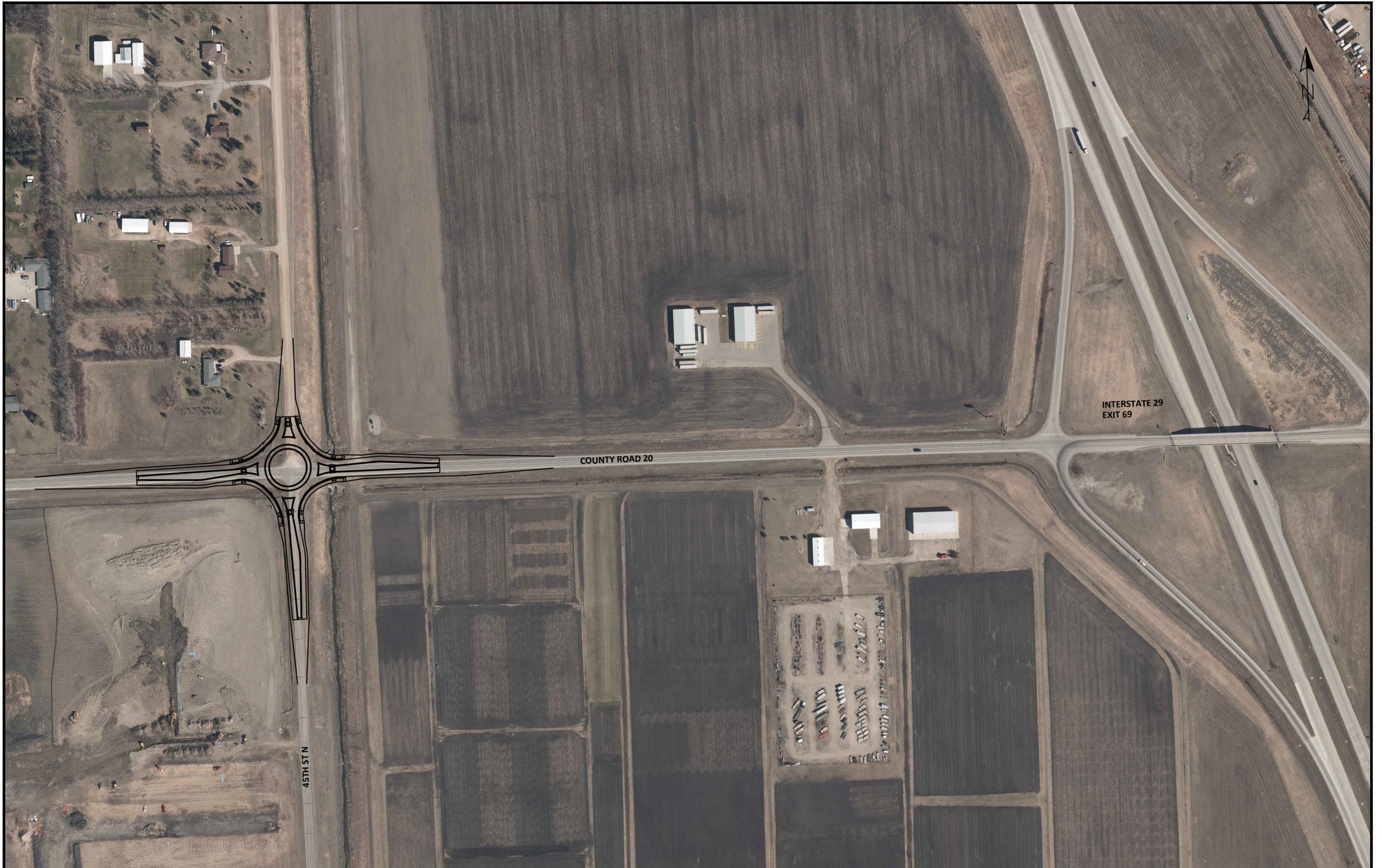
# COUNTY ROAD 20 & 45TH ST N INTERSECTION IMPROVEMENT

Date: 11/2/2023 Cass County Government



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

J:\Admin-Eng\Projects\20 Roundabouts from I29 to I17\HSIP Grant\HSIP APPLICATION.dwg-Cross Section 20 Scale-11/2/2023 4:58 PM-(litchyk)



CASS COUNTY HIGHWAY DEPARTMENT							
PROJECT NO. CH2602 HSIP APPLICATION - INTERSECTION IMPROVEMENT COUNTY ROAD 20 & 45TH ST N INTERSECTION				ESTIMATED QUANTITIES		ENGINEER'S ESTIMATE	
ITEM	SPEC NO.	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	
1	103	CONTRACT BOND	L SUM	1	\$30,000.00	\$30,000.00	
2	201	CLEARING & GRUBBING	L SUM	1	\$5,000.00	\$5,000.00	
3	202	REMOVAL OF STRUCTURE	L SUM	1	\$15,000.00	\$15,000.00	
4	202	REMOVAL OF BITUMINOUS SURFACING	SY	500	\$15.00	\$7,500.00	
5	202	SAW BITUMINOUS SURFACING - FULL DEPTH	LF	300	\$5.00	\$1,500.00	
6	202	REMOVAL OF CULVERTS - ALL TYPES & SIZES	LF	360	\$25.00	\$9,000.00	
7	203	COMMON EXCAVATION - TYPE A	CY	20,000	\$8.00	\$160,000.00	
8	203	COMMON EXCAVATION - WASTE	CY	2,500	\$10.00	\$25,000.00	
9	203	TOPSOIL	CY	7,500	\$8.00	\$60,000.00	
10	203	TOPSOIL - IMPORTED	CY	1,000	\$15.00	\$15,000.00	
11	203	BORROW - EXCAVATION	CY	5,000	\$15.00	\$75,000.00	
12	210	BOX CULVERT EXCAVATION	EA	1	\$10,000.00	\$10,000.00	
13	210	FOUNDATION FILL	CY	1,200	\$40.00	\$48,000.00	
14	210	FOUNDATION PREPARATION - BOX CULVERT	EA	1	\$10,000.00	\$10,000.00	
15	251	SEEDING CLASS III	ACRE	8.00	\$1,000.00	\$8,000.00	
16	253	HYDRAULIC MULCH	ACRE	8.00	\$2,000.00	\$16,000.00	
17	255	ECB TYPE 1	SY	150	\$5.00	\$750.00	
18	255	TRM TYPE 1	SY	100	\$8.00	\$800.00	
19	256	RIPRAP - SALVAGE	CY	50	\$50.00	\$2,500.00	
20	256	RIPRAP GRADE III	CY	200	\$120.00	\$24,000.00	
21	261	FIBER ROLLS 12IN	LF	2,000	\$3.00	\$6,000.00	
22	261	REMOVE FIBER ROLLS 12IN	LF	1,000	\$1.00	\$1,000.00	
23	302	SALVAGED BITUMINOUS BASE COURSE	CY	4,000	\$15.00	\$60,000.00	
24	302	CRUSHED CONCRETE	TON	6,000	\$25.00	\$150,000.00	
25	302	AGGREGATE SURFACE COURSE CL 13	TON	500	\$33.00	\$16,500.00	
26	302	COURSE AGGREGATE BEDDING	CY	200	\$85.00	\$17,000.00	
27	411	MILLING PAVMENT SURFACE - FULL DEPTH	SY	8,000	\$5.00	\$40,000.00	
28	411	MILLING PAVMENT SURFACE - 2IN	SY	5,000	\$3.00	\$15,000.00	
29	430	RAP - SUPERPAVE FAA 43	TON	2,500	\$105.00	\$262,500.00	
30	430	CORED SAMPLE	EA	10	\$80.00	\$800.00	
31	550	8IN NON - REINF CONCRETE PVMT CL AE - DOWELED	SY	5,300	\$105.00	\$556,500.00	
32	606	14FT X 7FT PRECAST RCB CULVERT INSTALLATION	LF	220	\$2,500.00	\$550,000.00	
33	606	14FT X 7FT PRECAST RCB END SECTION INSTALLATION	EA	4	\$25,000.00	\$100,000.00	
34	702	MOBILIZATION	L SUM	1	\$250,000.00	\$250,000.00	
35	704	TRAFFIC CONTROL SIGNS	UNITS	2,000	\$2.50	\$5,000.00	
36	704	TYPE III BARRICADE	EA	10	\$105.00	\$1,050.00	
37	704	DELINEATOR DRUMS	EA	25	\$30.00	\$750.00	
38	704	TUBULAR MARKERS	EA	25	\$12.00	\$300.00	
39	704	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	\$3,000.00	\$6,000.00	

CASS COUNTY HIGHWAY DEPARTMENT							
PROJECT NO. CH2602 HSIP APPLICATION - INTERSECTION IMPROVEMENT COUNTY ROAD 20 & 45TH ST N INTERSECTION				ESTIMATED QUANTITIES		ENGINEER'S ESTIMATE	
40	706	BITUMINOUS LABORATORY	EA	1	\$2,500.00	\$2,500.00	
41	706	CONTRACTOR'S LABORATORY	EA	1	\$2,500.00	\$2,500.00	
42	709	GEOSYNTHETIC MATERIAL TYPE G	SY	600	\$6.00	\$3,600.00	
43	709	GEOSYNTHETIC MATERIAL TYPE R1	SY	15,000	\$4.00	\$60,000.00	
44	709	GEOSYNTHETIC MATERIAL TYPE RR	SY	250	\$5.00	\$1,250.00	
45	709	GEOSYNTHETIC MATERIAL TYPE S1	SY	500	\$5.00	\$2,500.00	
46	714	PIPE CONC REINF 24IN CL III	LF	160	\$150.00	\$24,000.00	
47	714	END SECT - CONC REINF 24IN	EA	4	\$2,000.00	\$8,000.00	
48	714	HEADWALL - PRECAST CONCRETE 4IN	EA	4	\$1,000.00	\$4,000.00	
49	714	PIPE CORR STEEL .079IN 24IN	LF	450	\$100.00	\$45,000.00	
50	714	END SECT CORR STEEL .064IN 24IN	EA	10	\$750.00	\$7,500.00	
51	714	PIPE PVC 4IN DRAIN	LF	975	\$10.00	\$9,750.00	
52	748	CURB & GUTTER - TYPE 1	LF	2,400	\$30.00	\$72,000.00	
53	748	CURB & GUTTER - TYPE 1 EXTENSION	SY	100	\$100.00	\$10,000.00	
54	748	MOUNTABLE CURB & GUTTER - 2IN	LF	415	\$20.00	\$8,300.00	
55	748	MOUNTABLE CURB & GUTTER - 6IN	LF	700	\$30.00	\$21,000.00	
56	748	MOUNTABLE CURB & GUTTER - 6IN EXTENSION	SY	40	\$100.00	\$4,000.00	
57	750	DECORATIVE PAVED BOULEVARD	SY	150	\$130.00	\$19,500.00	
58	750	SIDEWALK CONCRETE 5IN REINF	SY	950	\$60.00	\$57,000.00	
59	750	CONCRETE MEDIAN NOSE PAVING	SY	120	\$125.00	\$15,000.00	
60	750	CONCRETE MEDIAN PAVING COLORED W/PATTERN	SY	2,000	\$130.00	\$260,000.00	
61	750	DETECTABLE WARING PANNELS	SF	350	\$65.00	\$22,750.00	
62	754	FLAT SHEET FOR SIGNS - TYPE XI REFL SHEETING	SF	322	\$25.00	\$8,050.00	
63	754	FLAT SHEET FOR SIGNS - TYPE IV REFL SHEETING	SF	6	\$25.00	\$150.00	
64	754	STEEL GALV POSTS - TELESCOPING PERFORATED TUBE	LF	625	\$20.00	\$12,500.00	
65	762	PREFORMED PATTERNED PVMT MK - MESSAGE (GROOVED)	SF	650	\$30.00	\$19,500.00	
66	762	SHORT TERM 4IN BROKEN LINE - PNT TAPE OR RSD MRK	LF	1,000	\$0.25	\$250.00	
67	762	SHORT TERM 4IN LINE NPZ - PN TP OR RS MRK	LF	5,000	\$0.25	\$1,250.00	
68	762	PVMT MK PAINTED 4IN LINE	LF	20,000	\$0.25	\$5,000.00	
69	762	PVMT MK PAINTED 24IN LINE	LF	1,000	\$8.00	\$8,000.00	
70	762	PREFORMED PATTERNED PVMT MK 4IN LINE - GROOVED	LF	1,600	\$6.00	\$9,600.00	
71	762	PREFORMED PATTERNED PVMT MK 24IN LINE - GROOVED	LF	320	\$50.00	\$16,000.00	
72	770	7FT CONCRETE BASE	EA	12	\$700.00	\$8,400.00	
73	770	2IN INNERDUCT INSTALLED	LF	4,500	\$8.00	\$36,000.00	
74	770	IN-GROUND JUNCTION BOX	EA	1	\$1,000.00	\$1,000.00	
75	770	#4 USE CU. CONDUCTOR	LF	18,000	\$2.50	\$45,000.00	
76	770	#6 USE CU. CONDUCTOR	LF	4,500	\$2.50	\$11,250.00	
77	770	TYPE A POLE & LUMINAIRE - STANDARD FINISH	EA	12	\$6,000.00	\$72,000.00	
78	990	TEMPORARY ACCESS	L SUM	1	\$25,000.00	\$25,000.00	
79	-	ROUNDAABOUT LANDSCAPING	L SUM	1	\$50,000.00	\$50,000.00	
					TOTAL =	\$3,550,550.00	
					15% CONTINGENCY=	\$532,582.50	
					<b>GRAND TOTAL=</b>	<b>\$4,083,132.50</b>	

# 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 12/2/24	
Email Address jgorden@fargond.gov	Telephone Number 241-1529	Project Cost Estimate (attach detailed copy) \$1,526,180.00	
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 checked="" type="checkbox"/> Interchange Design	<input type="checkbox"/> Non-infrastructure	<input checked="" type="checkbox"/> Roadway	<input type="checkbox"/> Work Zone
Describe Current Safety Issues			
Please refer to attached document.			
Describe Proposed Safety Improvements			
Please refer to attached document.			

For questions or comments contact:

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

Please email completed form to this address: [hsip@nd.gov](mailto:hsip@nd.gov)

### **Describe Current Safety Issues**

45<sup>th</sup> Street is our most retail commercial corridor within the city. Daily traffic counts range from 42,100 at I-94 to 28,240 near the Fargo Scheels store in the 1500 block of 45<sup>th</sup> Street. The corridor is busy all day long, every day of the year. As such, we have traffic signals controlling intersection right of way every ¼ mile. North of I-94, we have traffic signals at the north ramp with I-94, at 19<sup>th</sup> Avenue S, 17<sup>th</sup> Avenue S, 15<sup>th</sup> Avenue S and at 13<sup>th</sup> Avenue S. We run traffic signal cycle lengths of 95 seconds, 110 seconds, and 130 seconds in the peak periods. As much as we try to optimize our traffic signal operations, there undoubtedly are times with vehicles queue up at the intersections. Southbound 45<sup>th</sup> street is a 3-lane cross section roadway with right and left turn lanes at most signalized intersections. There is a desire for southbound vehicles starting at 15<sup>th</sup> Avenue S to stay in the rightmost through lane all the way to I-94 because they want to use the loop ramp in the southwest quadrant at I-94 to go east on I-94. This driving behavior has led to unbalanced lane utilization in the southbound direction, making the 3 southbound lanes essentially two through lanes and a slow moving, saturated right lane waiting to turn onto eastbound I-94. This long queue of vehicle increases the chances of rear and side collisions from traffic abruptly stopping or changing lanes, and the statistics reflect that. This corridor north of I-94 has consistency been on the high crash intersection list for years and years, most notably at 17<sup>th</sup> Avenue S (ranked 4<sup>th</sup> on current high crash list), at 15<sup>th</sup> Avenue S (ranked 8th), and at the north I-94 ramp intersection (ranked 46th).

### **Describe Proposed Safety Improvements**

The proposed project would be relatively small in scale but would have tremendous benefits. Simply put, we would free the southbound log jam between 19<sup>th</sup> Avenue S and the I-94 bridge. The plan would be to construct an axillary lane for the southbound traffic between 19th Avenue South and the I-94 bridge, and replace the southbound right turn lane to go west on I-94. By making this minor modification, this would add much needed capacity for a very important short stretch of roadway. The total length of the added lanes is 750', measured from the I-94 bridge to just south of 19<sup>th</sup> Avenue S intersection.

I've attached an example of a similar project we completed in 2017. We made a similar modification on eastbound 32<sup>nd</sup> Avenue S between 39<sup>th</sup> Street and the west I-29 ramp in and the result is that vehicular queues are manageable in this segment, and the crash stats in the eastbound direction have decreased.

These streets are owned by the City of Fargo and NDDOT.

Please refer to the attachments for design details.

**Engineer's Opinion of Cost**  
**Concrete Pavement Widening - Auxillary Lane SB 45th St / 19th Ave S & I-94 Bridge**  
**Highway Safety Improvement Program**  
**November 26 2024**

Spec	Code	Description	Unit	Unit Price	Quantity	Total Cost
103	100	CONTRACT BOND	L SUM	\$8,600.00	1	\$8,600
202	130	REMOVAL OF CURB & GUTTER	LF	\$50.00	510	\$25,500
202	114	REMOVAL OF CONCRETE PAVEMENT	SY	\$50.00	60	\$3,000
203	101	COMMON EXCAVATION-TYPE A	CY	\$50.00	460	\$23,000
203	109	TOPSOIL	CY	\$50.00	260	\$13,000
251	100	SEEDING CLASS 1	ACRE	\$10,000.00	0.24	\$2,400
253	201	HYDRAULIC MULCH	ACRE	\$10,000.00	0.24	\$2,400
302	121	AGGREGATE BASE COURSE CL 5	CY	\$100.00	312	\$31,170
550	112	8IN NON-REINF CONCRETE PAVEMENT CL AE	SY	\$225.00	737	\$165,758
702	100	MOBILIZATION	L SUM	\$100,000.00	1	\$100,000
704	1100	TRAFFIC CONTROL	L SUM	\$100,000.00	1	\$100,000
708	1540	INLET PROTECTION-SPECIAL	EA	\$1,000.00	2	\$2,000
748	140	CURB & GUTTER-TYPE I	LF	\$100.00	510	\$51,000
754	9095	SIGNING	L SUM	\$10,000.00	1	\$10,000
754	-	REMOVE & RESET OVERHEAD SIGN STR CANTILEVER	EA	\$100,000.00	1	\$100,000
762	1309	PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	LF	\$25.00	510	\$12,750.00
764	9011	ATTENUATING CRASH CUSHION TL-3	EA	\$75,000.00	1	\$75,000.00
770	-	PULL BOX + CONDUIT + WIRING	EA	\$50,000.00	1	\$50,000.00
770	20	CONCRETE FOUNDATION-HIGHWAY LIGHTING	EA	\$25,000.00	2	\$50,000.00
770	4540	RELOCATE LIGHT STANDARD	EA	\$10,000.00	1	\$10,000.00
770	4582	REMOVE CONCRETE FOUNDATION	EA	\$15,000.00	2	\$30,000.00

Total \$865,578  
 Contingency (20%) \$173,116  
 Total Estimated Cost \$1,038,693 2024 funds  
 Total Estimated Cost **\$1,526,180.79 2029 funds**

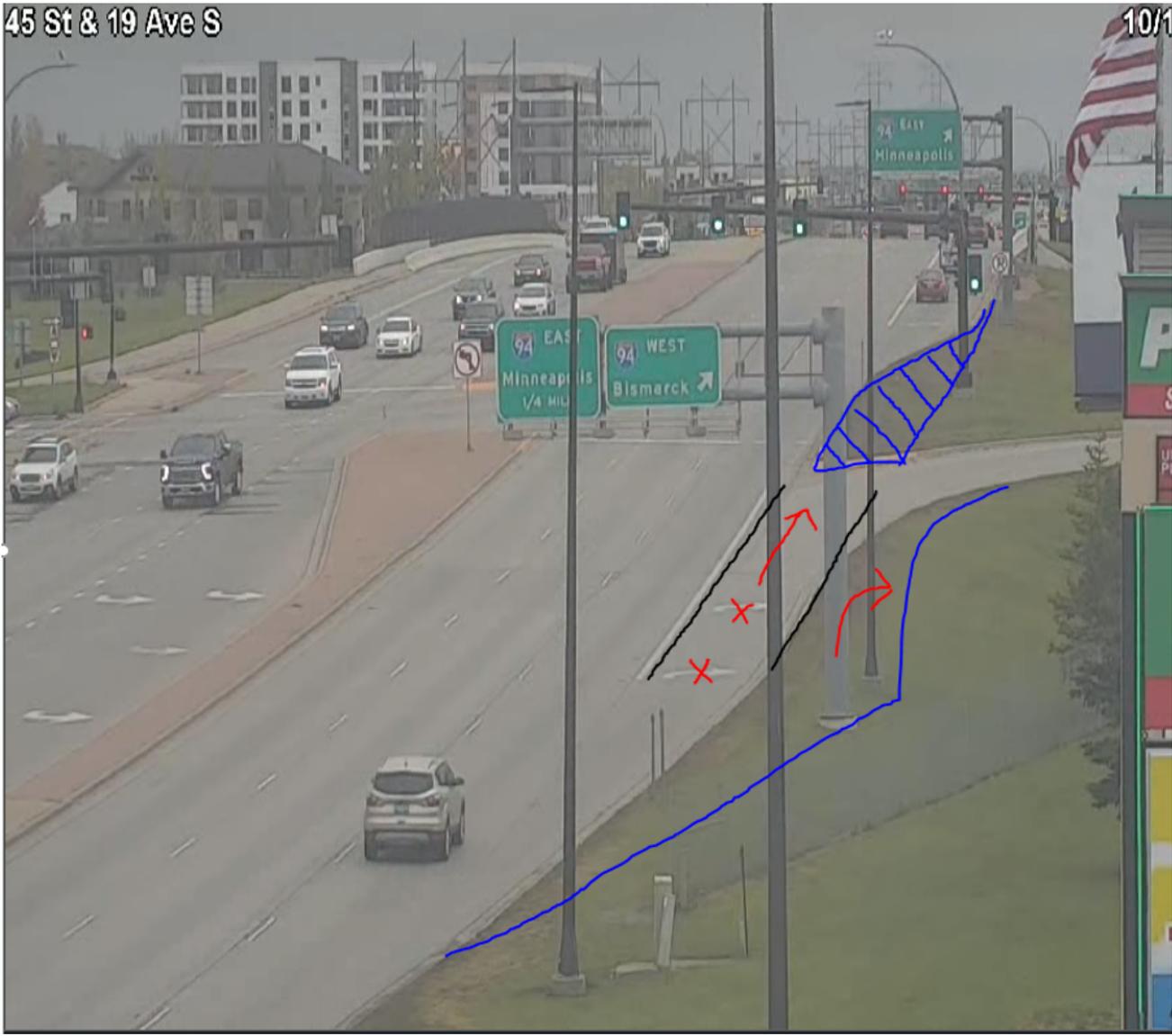
\$1,235,138 federal funds  
 \$291,043 local

Project Location Maps

Highway Safety Program

45<sup>th</sup> Street Auxillary Lane near I-94





**Example of Eastbound 32<sup>nd</sup> Avenue S lane assignments at I-29**



# 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 12/3/24	
Email Address jgorden@fargond.gov		Telephone Number 241-1545	Project Cost Estimate (attach detailed copy) \$150,000.00
Location Description Planning Study on top 50 high crash locations in Fargo with plan for countermeasures to be implemented at a later date.	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 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 checked="" type="checkbox"/> Non-infrastructure <input type="checkbox"/> Roadway <input type="checkbox"/> Work Zone			
Describe Current Safety Issues The City of Fargo currently has 22 of the top urban crash intersections in North Dakota. We would like to procure an engineering firm to examine these locations as well as 28 other locations that have high crashes and come up with an infrastructure plan to improve these locations in the future. We want to make safety priority #1 and this planning study would help us go a long ways in improving things in Fargo.			
Describe Proposed Safety Improvements Non-Infrastructure today, but results would lead to potential infrastructure requests in fall of 2025.			

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

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

**To:** Policy Board  
**From:** Paul Bervik  
**Date:** December 12, 2024  
**Re:** **NDDOT Urban Grant Program (UGP) Approval of Proposed Project**

The North Dakota Department of Transportation (NDDOT) recently solicited applications for the annual Urban Grant Program (UGP). UGP provides an opportunity for cities with populations 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 – Reconstruction of 1<sup>st</sup> Avenue North from 3<sup>rd</sup> Street to 10<sup>th</sup> Street is already programmed in the TIP and STIP in 2028. The roadway design will include intersection bulb-outs, reduced drive lane widths, and a center turn lane, which will improve safety along the corridor. The City of Fargo is requesting UGP funding to supplement the design in the furnishing zone along the corridor. This zone is the 2'-4' wide zone directly behind the curb, and in the intersection bulb outs. Items included in this zone would be trees, tree grates, decorative streetlights, landscaping, colored & stamped concrete, and street furniture, such as benches, trash receptacles, and bike racks.

See attached application for more information on the proposed project.

Metro COG staff presented the received ND UGP application to the TTC. The TTC did not have additional comments and unanimously recommended the Policy Board approve the received ND UGP application and submit the project to NDDOT.

#### **Requested Action:**

Approve the North Dakota UGP application as seen in the attachment and submit the project to NDDOT.

# Urban Grant Program Application

## Coversheet

### LPA

City of Fargo

### Contact Person (Name and Title)

Jeremy Gorden

### Address

225 4<sup>th</sup> Street N

### Telephone

241-1545

### Email

jgorden@fargond.gov

### Project Name

1<sup>st</sup> Avenue N Furnishing Zone Enhancement Project

### LPA Applicant Signature (Highest Elected Official)

---

### NDDOT District Engineer Signature if project is located on/impacts a State Highway

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### Date Submitted

12/10/2024

### 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

Construction Cost Estimate.

### 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)

Reconstruction of First Avenue North, from 3<sup>rd</sup> Street North to 10<sup>th</sup> Street North, is programmed for 2028 for STBG funds. The roadway design will include intersection bulb-outs, reduced drive lane widths, and a center turn lane, which will improve safety along the corridor. The City of Fargo requests UGP funding to supplement the design in the furnishing zone along the corridor. This zone is the 2'-4' wide zone directly behind the curb, and in the intersection bulb outs. Items included in this zone would be trees, tree grates, decorative street lights, landscaping, colored & stamped concrete, and street furniture, such as benches, trash receptacles, and bike racks. This design enhancement will help be a catalyst for improving the economic vitality of this underutilized area of downtown. Economic Development in Downtown is reinforced by improving the look and feel of Downtown's streets. Attached in Appendix B are copies of the project applications that were completed in fall of 2023 for FM Metro COG's use in selection of the projects.

In summary, the request would:

- Improve pedestrian safety by shortening crossing distances, reducing speeds by enhanced streetscape, and providing buffers of trees, plantings and material change between pedestrians and vehicles;
- Provide an improved pedestrian experience to encourage walking and alternative modes of transportation for users of all ages and abilities;
- Help to encourage infill redevelopment of surrounding underutilized properties, such as surface parking lots, which have access to existing utilities and public infrastructure.

### Total Project Cost

\$2,211,596 construction total

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

\$1,789,845 federal, \$421,751 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.

The project is needed in order to enhance the vitality of the City's core by improving the pedestrian circulation network and improving the safety of those users.

The City of Fargo's *Downtown InFocus* plan, a comprehensive plan for downtown, included robust public participation component, which included:

- over 50 one-on-one interviews;
- six stakeholder working committee meetings;
- 2,100 unique visitors to the project website;
- 519 completed surveys;
- several discussion forums with elected City Commissioners;
- three public open house events totaling approximately 600 attendees; and
- ten focus group discussions.

One of the major goals resulting from the Downtown InFocus plan is to encourage alternative transportation modes in order to support a walkable, dense downtown. Some of the specific objectives identified to advance that goal include the establishment of a modal street hierarchy (to identifying pedestrian-, bicycle-, and vehicle-focused streets for use in future street design) and the creation of a downtown bicycle network.

Downtown InFocus establishes a street hierarchy, which proposes to include pedestrian enhancements along 1<sup>st</sup> Avenue North, particularly between 4<sup>th</sup> Street North and 7<sup>th</sup> Street North. Providing streetscape enhancements, such as street trees, plantings, benches and color and texture change of surfaces, pedestrians will feel safer and more comfortable having further separation from vehicular traffic.

Furthermore, 1<sup>st</sup> Avenue North provides an important connection east-west to Moorhead, particularly for commuting. Providing an enhanced streetscape will encourage more pedestrians to connect to Downtown from the east.

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**

The overall infrastructure project with roadway redesign will maintain roadway capacity and travel time, while improving safety. This project seeks enhancements to increase pedestrian safety and maintain the Downtown experience through use of trees, plantings, curb lines, benches and bike racks.

**b) Ensure safety of all users of the transportation system**

Safety for pedestrians will be increased by shorter crossing distance at intersections, reducing the amount of time of pedestrian-vehicle conflict; by reduced traffic speeds due to reduction in lane widths and visual cues, such as trees and landscaping, and curb and material changes.

**c) Improve multi-modal transportation options such as walking, bicycling, and public transportation**

The project seeks to improve walking by increasing safety and the pedestrian experience through streetscape enhancements.

**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**

Economic Development in Downtown is reinforced by improving the look and feel of Downtown's streets. The project seeks to enhance the safety and pedestrian experience, encouraging more trips by foot and drawing people from connecting areas such as Downtown Moorhead to support Downtown businesses.

There are several surface parking lots and other underutilized properties within the immediate vicinity of the project area. Once complete, the improvements and amenities would help to encourage and support the redevelopment of these underutilized properties to higher and better uses.

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

This project will support larger efforts to create connections and a more desirable experience Downtown. The types of enhancements and amenities add to the livability of the downtown urban environment and, as a result, promote increased residential density and business activity in the surrounding area. Increased density and infill development within the urban core makes efficient use of existing infrastructure and reduces the demand for outward expansion.

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 will implement initiatives identified in several comprehensive plans that included robust community engagement. Below includes portions that support the request and attached are relevant excerpts from those plans.

#### Go2030 (2012)

- Initiative 1: Bicycle and Pedestrian Infrastructure. Continue to invest in comprehensive pedestrian infrastructure that makes walking a priority by providing pedestrian infrastructure on reconstructed streets.
- Initiative 2: Complete Streets. Providing a continuous network that enables walking and providing more choice about how to move around the City.
- Downtown is identified as a walkable mixed-use center, having high quality infrastructure that supports pedestrians, cyclists, cars, and transit and will feature public art and landscaping. Several benefits of walkable mixed-use center identified in the Plan include greater economic development potential, stronger sense of community, and greater safety.

#### Downtown InFocus (2018)

- Encourage alternative transportation modes in order to support a walkable, dense downtown. Established modal street hierarchy (to identifying pedestrian-, bicycle-, and vehicle-focused streets for use in future street design) and the creation of a downtown bicycle network.
- Goal 5: Complete Streets. Complete streets will be commonplace and encourage trips by foot, bicycle and bus, as well as car. Changing the look, feel and function of streets can shift behaviors to support alternative transportation choices.
  - Downtown InFocus establishes a street hierarchy to inform reconstruction projects, which proposes to include pedestrian enhancements along 1<sup>st</sup> Avenue North, particularly between 4<sup>th</sup> Street North and 7<sup>th</sup> Street North.
  - Prioritize safety for the slowest speeds first, improving pedestrian safety throughout Downtown and retrofit streets to calm traffic.

#### Fargo Transportation Plan (2024)

- Goal: Safety. Improve safety for all roadway users through data-driven design. Fargo takes a safety-centered approach to all infrastructure projects.
- Goal: Complete Streets. Develop a transportation network that provides opportunities for multiple modes

of travel and users of all ages and abilities.

Fargo-Moorhead Metropolitan Bicycle & Pedestrian Plan (2022)

- Goal 1: Health and Safety. Transportation systems proactively promote the comprehensive health and wellbeing of all community members through active transportation facilities that equitably connect users to key destinations, including reducing vehicle speeds and prioritizing safety in design investments.
  - Within the Pedestrian Improvements section, the plan recommends updating and reconstruction to address safety, accessibility and convenience.
  - Within the Design Guidelines section, the plan notes to that along with the physical facilities, projects must also consider effects on aesthetic, social, economic and environmental values, needs, constraints and opportunities.
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)

Project Location Map and Map of Underground Municipal Utilities are included in Appendix C.

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.

[Click here to enter text.](#)

## Existing Conditions

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

**Functional Classification of Roadway**

Minor arterial

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

3 lane roadway with parking on both sides, with 10-12' sidewalks on each side of road.

**Pavement rating or condition**

Very poor condition.

**Year of Last Federal Investment at this Location**

Unknown.

**When was the current section built?**

1st Ave N from 3rd Street to Roberts Street was originally constructed in 1915, then saw maintenance work in 1950, 1959, 1986 and in 2002. The half block on each side of Broadway was reconstructed in 2002 with 10" of doweled concrete pavement.

**Year last surfaced or received maintenance?**

2002. The half block on each side of Broadway was reconstructed in 2002 with 10" of doweled concrete pavement.

**Lighting**

There is existing street lighting along the entire stretch from 3<sup>rd</sup> Street to 10<sup>th</sup> Street, but it needs to be replaced.

**Signals**

Traffic signals exist and will need to exist at 5 of the intersections from 3<sup>rd</sup> Street to 10<sup>th</sup> Street.

**Crash Rate or Number of Crashes?**

Unknown, but not on the NDDOT High Crash Location Map.

**Other Known Safety Concerns?**

No.

**Is parking allowed and what type?**

Street Parking is allowed on both sides of street, and it is parallel parking, with time zones during the day.

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

No.

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

All 3 utility lines will need to be replaced as part of the project. They are very old and have lived to the end of their useful lives.

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

No.

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

We would focus on the sidewalks for pedestrian activities. As outlined in our Downtown Playbook from the In-Focus Plan, the two parallel avenues, NP Avenue and 2<sup>nd</sup> Avenue N are slated to be the bicycle avenues in this part of downtown Fargo.

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

There is. The Ground Transportation Center is situated along 5<sup>th</sup> Street a block south of 1<sup>st</sup> Avenue N, but when they leave the GTC they utilize 1<sup>st</sup> Avenue N to go west on their routes.

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

No.

**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 overall project includes full reconstruction of the roadway, but for this application, we are specifically looking to enhance the overall design simply located in the street furnishing zone. Included in Appendix D are design examples and pictures of what we did on our Main Avenue reconstruction that we completed in downtown Fargo in 2019 and 2020 from the Red River to University Drive.

**Proposed Length**

2625'

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

The proposed cross section of the roadway will basically match what exists today, three 11’ driving lanes, two 8’ parking lanes, a furnishing zone 2’-4’ wide, and an 8’-10’ sidewalk. Refer to Appendix B to see the Downtown In-Focus Playbook for the proposed street cross section.

**Proposed Surfacing Type**

10” concrete pavement.

**Proposed Lighting, if applicable**

Decorative street lighting, with 26’-30’ poles and LED fixtures.

**Proposed Traffic Signals or Pedestrian Beacons**

There will be traffic signals at the locations that existing today; at 4<sup>th</sup> Street, 5<sup>th</sup> Street, Broadway, Roberts, and 10<sup>th</sup> Street.

**Proposed Safety Improvements**

The proposed safety improvements would be subtle, narrowing the street from 12’ lanes to 11’ lanes, and then at the intersections, we would plan on bulbing the curbs out, thus reducing the pedestrian walking distance from curb to curb around 16’ total (8’ per side).

**Proposed Intersection Improvements**

Traffic signals would get replaced, the bulbing out of the curbs would be an intersection improvement.

**Proposed Traffic Calming Measures**

The narrower lanes and the bulbing out of the curbs would be considered a traffic calming measure.

**Will parking be allowed and type?**

Yes, on both sides and it will be parallel.

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

No.

**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?**

Yes, water, sewer and storm sewer will be replaced, and we are beginning discussions with the private utility coordinators as the main CenturyLink building is located on the corridor, at 4<sup>th</sup> Street.

**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?**

A wide sidewalk will be included on both sides of the avenue.

**Proposed ADA improvements**

Yes, we will replace all ADA curb ramps along the corridor.

**Proposed transit improvements**

Not really.

**Proposed Railroad Crossing Work**

No.

### Proposed Aesthetic Improvements

As stated previously, we are requesting this funding to supplement the design in the furnishing zone along the corridor. This zone is the 2'-4' wide zone directly behind the curb, and in the intersection bulb outs. Items included in this zone would be trees, tree grates, decorative street lights, landscaping, colored & stamped concrete, and street furniture, such as benches, trash receptacles, and bike racks.

## 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

N/A

## Miscellaneous Issues of Proposed Improvements

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

We will need to coordinate for events on Broadway, and we will plan on having a sidewalk open to access local businesses along the corridor during construction.

**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.)

Unknown, but most likely only temporary construction easements.

### Proposed Traffic Control during Construction

Sidewalks will remain open to access local businesses, but the road will be closed and detoured.

### 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).**

<b>Item</b>	<b>Total</b>	<b>Federal</b>	<b>State</b>	<b>Local</b>
Please see attached Cost Estimate in Appendix E				
<b>Totals</b>				

**What is the source of the local funds?**

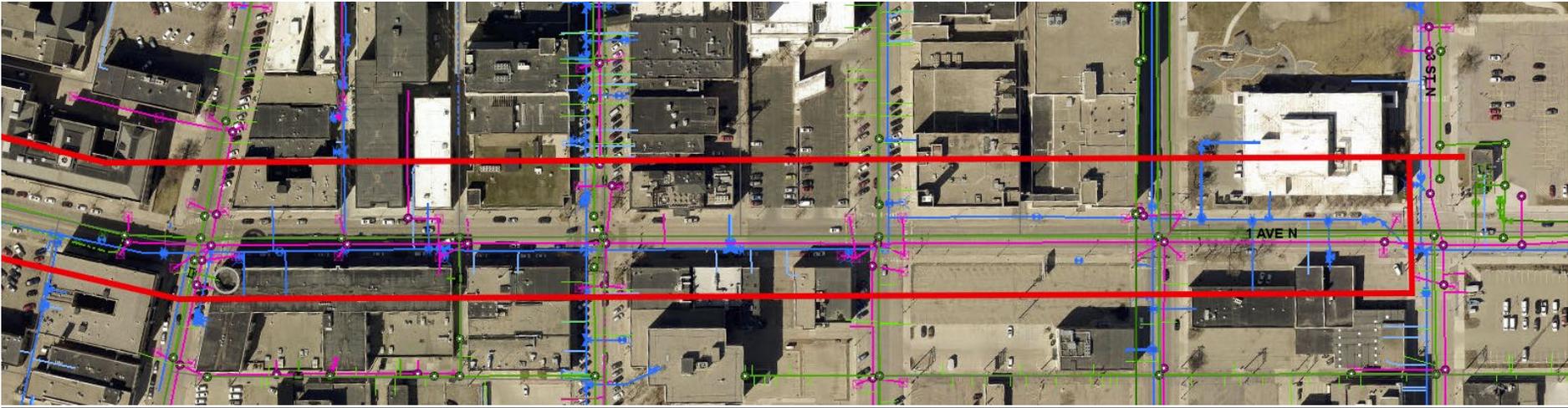
Infrastructure Sales Tax and/or Special Assessments.

Project Location Map – 1<sup>st</sup> Avenue N – 3<sup>rd</sup> Street to 10<sup>th</sup> Street

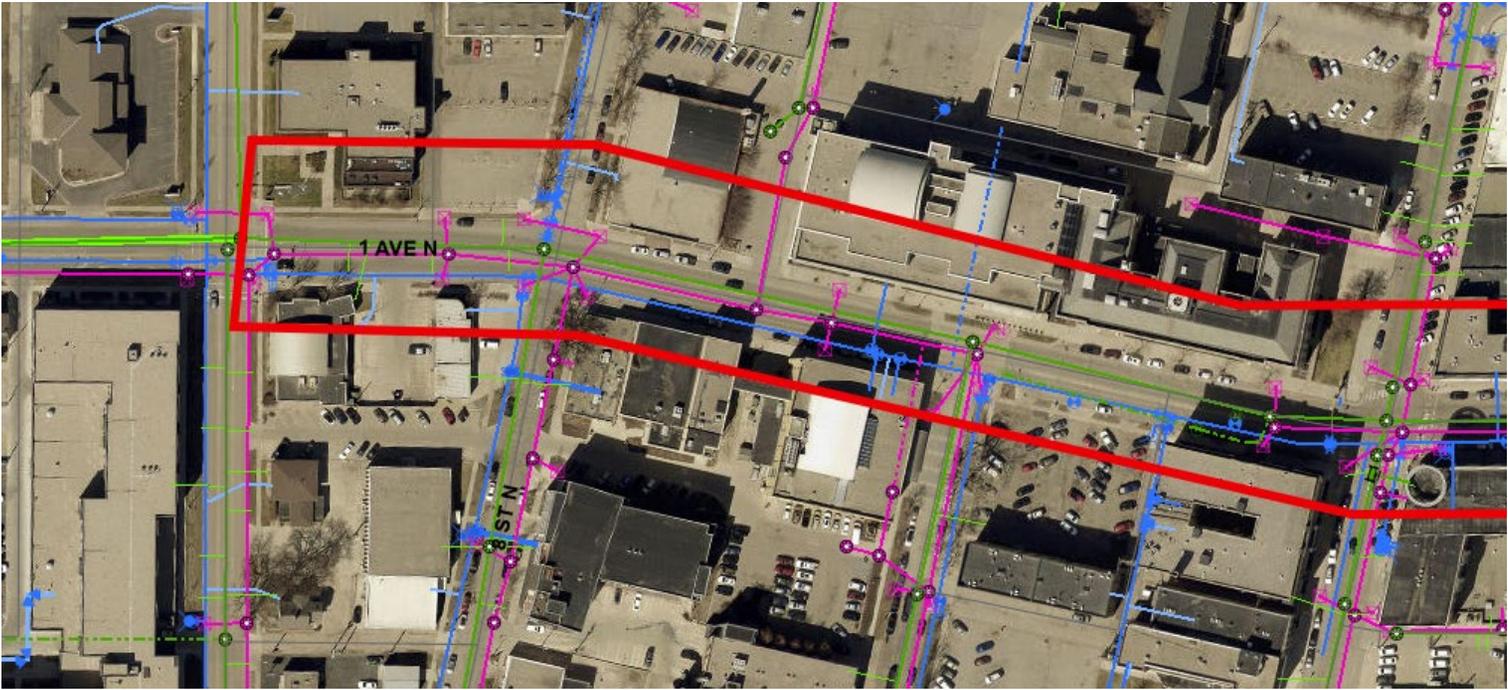


**Map of Underground Municipal Utilities**

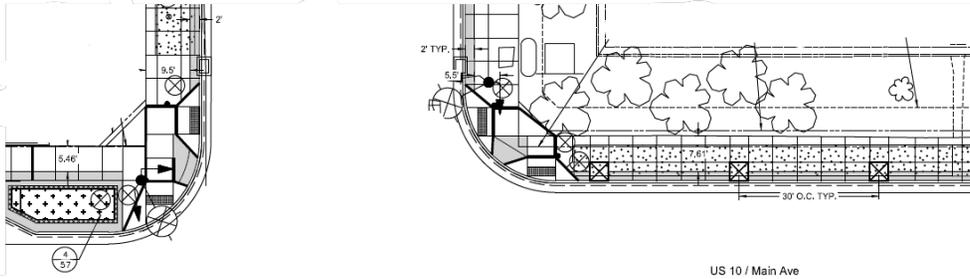
**3<sup>rd</sup> Street to Roberts**



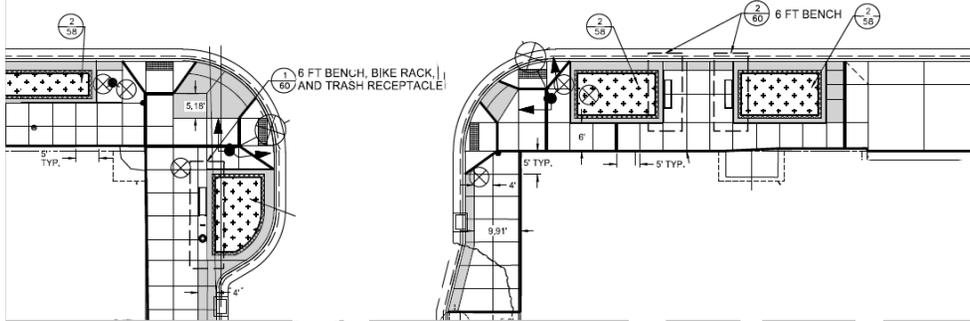
**Roberts to 10<sup>th</sup> Street**



# Main Avenue Sample Design and Aerial Photos of Corridor

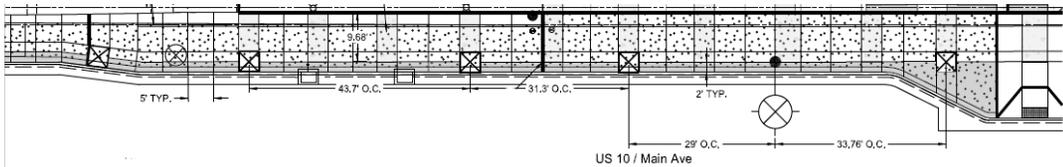


US 10 / Main Ave



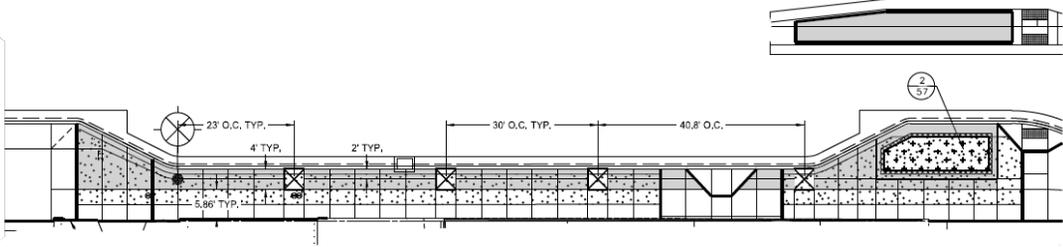
**URBAN DESIGN PLAN LEGEND**

- PIGMENTED IMPRINTED CONCRETE
- SLOPED PLANTER CURB (CURB CONC MEDIAN)
- PLANTER BED - TOPSOIL (IMPORT SPECIAL (PLANTING SOIL))
- STRUCTURAL SOIL
- CAST IRON TREE GRATE
- CONTRACTION JOINT
- EXPANSION JOINT
- STREET LIGHT - FOR REFERENCE ONLY (SEE LIGHTING PLANS)



US 10 / Main Ave

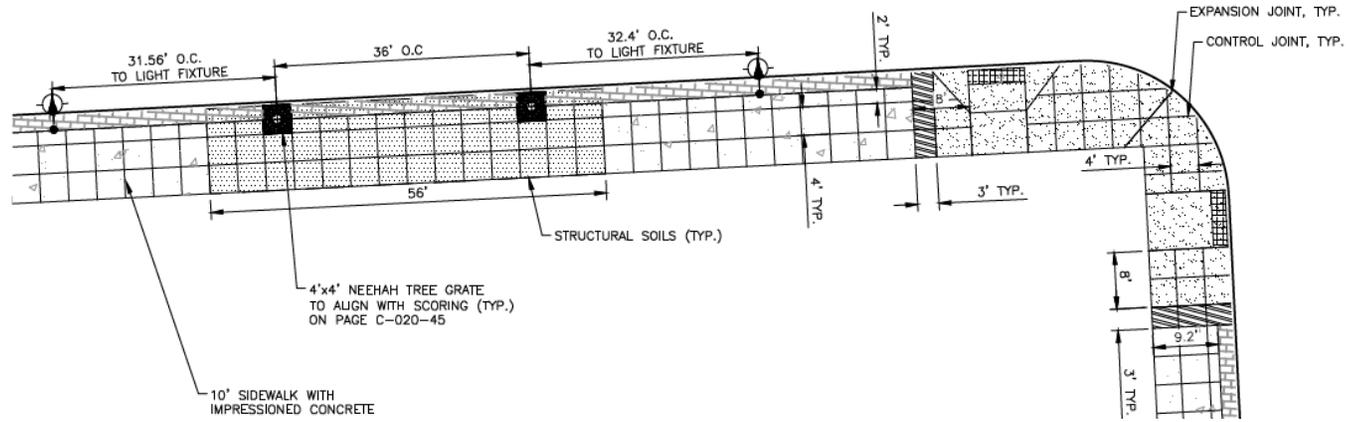
2115

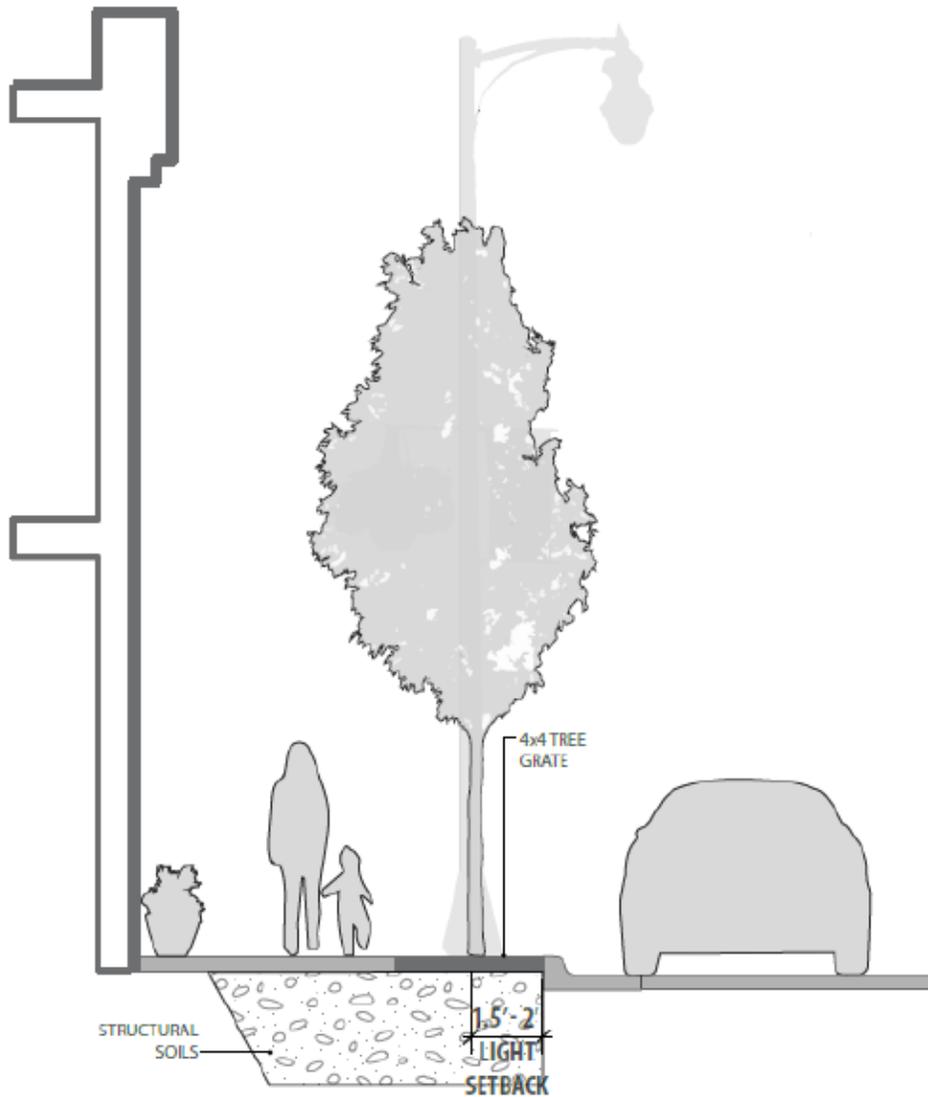


**URBAN DESIGN PLAN LEGEND**

- PIGMENTED IMPRINTED CONCRETE
- SLOPED PLANTER CURB (CURB CONC MEDIAN)
- PLANTER BED - TOPSOIL (IMPORT SPECIAL (PLANTING SOIL))
- STRUCTURAL SOIL
- CAST IRON TREE GRATE - TYPE A
- CAST IRON TREE GRATE - TYPE B
- CONTRACTION JOINT
- EXPANSION JOINT
- STREET LIGHT - FOR REFERENCE ONLY (SEE LIGHTING PLANS)
- CONSTRUCTION LIMITS

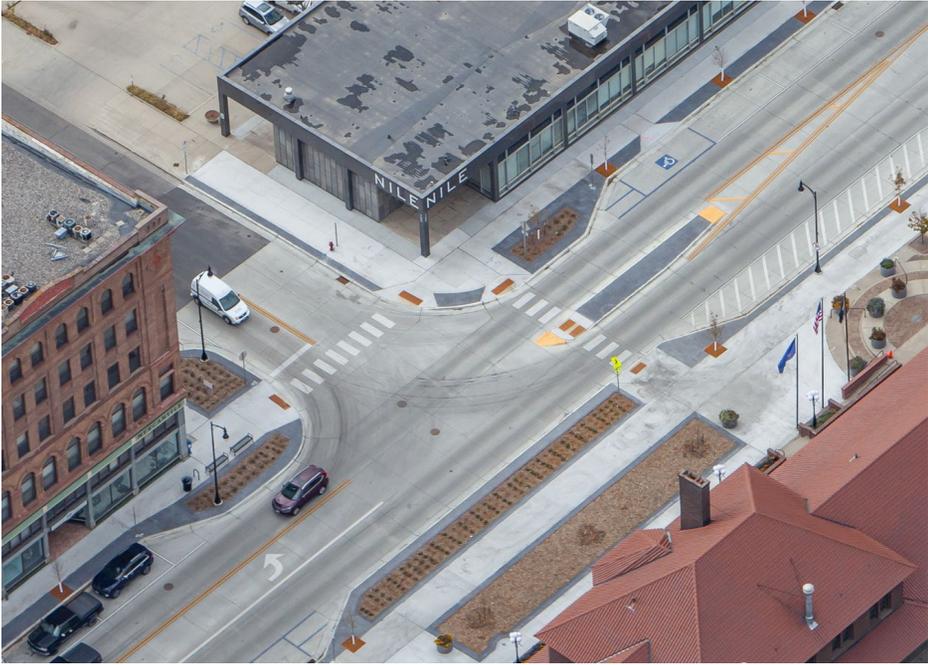
1 AVE N





2' FRONTAGE ZONE    5' PEDESTRIAN ZONE    4' FURNITURE ZONE    PARKING OR POSSIBLE ENHANCEMENT / BUFFER ZONE

TYPICAL SIDEWALK





## **Appendix E**

### Construction Cost Estimate

**Cost Estimate for Furnishing Zone Work - 1st Avenue North from 3rd Street to 10th Street**

<u>Spec</u>	<u>Code</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
702	100	MOBILIZATION	L SUM	1	\$136,834	\$136,834
748	141	CURB & GUTTER-TYPE 1 SPECIAL	LF	624	\$15	\$9,360
750	30	PIGMENTED IMPRINTED CONCRETE	SY	2,004	\$180	\$360,800
770	20	CONCRETE FOUNDATION-HIGHWAY LIGHTING	EA	50	\$2,000	\$100,000
770	1003	ORNAMENTAL LIGHT STANDARD	EA	50	\$7,500	\$375,000
770	4210	LED LUMINARIE	EA	50	\$2,500	\$125,000
770	4582	REMOVE CONCRETE FOUNDATION	EA	50	\$1,500	\$75,000
970	3	LANDSCAPE FABRIC	SY	101	\$10	\$1,011
970	8	LANDSCAPE PREPARATION	SY	101	\$50	\$5,056
970	60	PLANTING SOIL	CY	34	\$150	\$5,056
970	95	HERBICIDE WEED CONTROL	ACRE	0.021	\$10,000	\$209
970	300	BENCH	EA	14	\$3,000	\$42,000
970	320	TRASH RECPETACLE	EA	10	\$1,600	\$16,000
970	450	BIKE RACKS	EA	10	\$750	\$7,500
970	600	CAST IRON TREE GRATES	EA	65	\$2,500	\$162,500
970	1000	TREES	EA	65	\$1,000	\$65,000
970	1012	SHRUBS	EA	50	\$65	\$3,250
970	1030	PERENNIALS	EA	520	\$30	\$15,600

2024 Dollars = \$1,505,175

**2029 Dollars = \$2,211,596**

**\$1,789,845** 0.8093  
**\$421,751** 0.1907

**To:** Policy Board  
**From:** Paul Bervik  
**Date:** December 12, 2024  
**Re:** **NDDOT Urban Regional Highway System (RHS)  
Approval of Proposed Projects**

The North Dakota Department of Transportation (NDDOT) recently solicited applications for the annual grant Urban Regional Highway System (RHS). NDDOT's Local Government Division and NDDOT District Offices work with the applicable Local Public Agencies to program improvements based on the available funding. NDDOT does an annual solicitation for qualifying projects.

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. Six applications were submitted.

RHS Projects:

- Fargo – Reconstruction of University Drive south from 13<sup>th</sup> Avenue South to 18<sup>th</sup> Avenue South
- Fargo – Reconstruction of 10<sup>th</sup> Street North from NP Avenue to 4<sup>th</sup> Avenue North
- Fargo – Reconstruction of University Drive North from 12<sup>th</sup> Avenue North to 19<sup>th</sup> Avenue North
- Fargo – Reconstruction of University Drive North from 1<sup>st</sup> Avenue North to 12<sup>th</sup> Avenue North
- Fargo – Concrete Pavement Repair on 52<sup>nd</sup> Avenue South from Timber Parkway to University Drive
- Fargo – Reconstruction of 19<sup>th</sup> Avenue North from 18<sup>th</sup> Street North to Dakota Drive

See attached applications for more information on the proposed projects.

Metro COG staff presented the received ND RHS applications to the TTC. The TTC did not have additional comments and unanimously recommended the Policy Board approve the received ND RHS applications and submit the projects to NDDOT.

**Requested Action:**

Approval of the North Dakota RHS applications as seen in the attachments and submit to NDDOT.

**URBAN REGIONAL  
PROJECT SCOPING WORKSHEET**

**Date:** 12-2-24

**Priority #:** 1

**City:** Fargo

**County:** Cass

**Street:** University Drive S – 13<sup>th</sup> Avenue S to 18<sup>th</sup> Avenue S

**Length:** 3490'

**Proposed Improvement:** Full street reconstruction including water, sewer and storm sewer improvements.

**Cost Estimate (in \$1,000's)**

Preliminary Engineering:	1,220
Construction Engineering:	1,220
ROW:	0
Utility Relocations:	0
Construction Cost (Participating):	26,413
Bridge Cost:	0
<u>Non-Participating Costs:</u>	<u>7,396</u>
<b>Total:</b>	<b>36,249</b>

**Existing Road**

**Surface Width:** 85' near 18<sup>th</sup> Avenue S, 62' near 16<sup>th</sup> Avenue S, 74' near 13<sup>th</sup> Avenue S

**Surface Type:** Concrete from 13<sup>th</sup> Ave S to 14<sup>th</sup> Ave S; Asphalt over concrete from 14<sup>th</sup> Ave S to 18<sup>th</sup> Ave S

**ADT Present:** 27,400

**ADT Year:** 2022

**On-Street Parking Situation:**

Existing:	<u>None</u>	One Side	Both Sides	Angle	Parallel
Proposed:	<u>None</u>	One Side	Both Sides	Angle	Parallel

**Proposed Improvements**

**Travel Way Width:** 11' lanes

**ADT Design:** 35,000

**Design year:** 2052

**No. of Lanes:** 5 lanes north of 17<sup>th</sup> Ave S; 7 lanes south of 17<sup>th</sup> Ave S

**Design Speed:** 40 mph

**Roadway Width:** 59' - 81'

**Maximum Curve:** NA

**Maximum Grade:** NA

**Min. R/W Width:** 100'

**Right of Way**

<b>Will Additional ROW or easement be acquired?</b>	Yes	<b><u>No</u></b>
<b>ROW acquisition by:</b>	City	<b><u>NDDOT</u></b>
<b>Has any ROW easements been acquired since 7-1-72:</b>	<b><u>Yes</u></b>	No
<b>ROW Condemnation by:</b>	City	<b><u>NDDOT</u></b>
<b>Est. No. of occupied family dwelling to be displaced?</b>	0	
<b>Est. No. business to be displaced?</b>	0	

**Impacts**

**Will there be any additional Impacts (Cultural and Environmental Resources):** None anticipated

**Will there be any impacts to 4(f) or 6(f) properties:** No

**Airports:** No

**Public Hearings:** No

**Environmental Classification (Cat-Ex, EA, EIS):** Documented Cat-Ex anticipated

**Transportation Enhancements:** Shared use path on one side, sidewalk on other side

**Intermodal:** No

**Pedestrian Needs:** Yes, ADA ramps, push buttons at traffic signals, shared use path, and sidewalk

**Highway/Railroad Crossings:** No

RR Name:

No. of Crossings:

No. of Tracks & Type of Crossing:

Daily Train Movements:

Train Speed:

Present Protection:

Proposed Protection:

**Purpose and Need Statement**

This roadway was originally constructed in the 1960's and has had a number of asphalt overlays since that time. The roadway has outlived its useful life and is in need of replacement. The plan would be to remove and replace

what is currently in place, and we'd plan on matching the 5 lanes north of 17th Ave S and going to 7 lanes south of 17th Ave S. We would replace the existing sidewalks, street lights and traffic signals. We would plan on replacing most of the old clay tile sanitary sewer lines, and rehabbing the existing storm sewer lines. The existing watermain is PVC and would only need gates and hydrants replaced. The purpose and need of the project would be to keep our transportation infrastructure in state of good repair.

### **Existing Conditions**

#### **When was the current street section built?**

1960

#### **Has there been any additional maintenance to the street section?**

The street was reconstructed as part of the 10<sup>th</sup> Street and University Drive street reconstruction project in the very early 2000's down to 14<sup>th</sup> Avenue S. There have been multiple asphalt overlays on it south of 14<sup>th</sup> Avenue S.

#### **How many driving lanes and turning lanes does the street section currently have and what is the widths of the driving and turning lanes?**

There are 5 lanes north of 17th Ave S and 7 lanes south of 17th Ave S, and the driving lanes are 12' each.

#### **If the pavement section is asphalt, is there any alligator cracking, longitudinal cracking, transverse cracking, raveling, bituminous patching or rutting?**

NA

#### **If the pavement section is concrete, are there any broken slabs, faulting, bituminous patching, joint spalling, transverse cracking, or longitudinal cracking?**

The concrete pavement base is in poor condition, and the asphalt overlay has cracking at the joints of the concrete slabs below. There are also numerous potholes that need hot mix from time to time.

#### **Any existing geometric concerns?**

No.

#### **Are there any access points to adjoining properties that present a special concern?**

Yes, there are several and we plan on addressing those as we complete project development activities.

#### **Are there any existing sidewalks or shared use path in place?**

Yes, both sides of the street have sidewalks, and we plan on replacing and widening the west side to a 10' wide shared use path, and the other to a 6' sidewalk.

**What is the condition of the existing storm sewer?**

Good condition with minimal work anticipated.

**Will any additional storm sewer work need to be done along with this project?**

None anticipated.

**What is the condition of the city's water and sewer line?**

The existing watermain was replaced in the last 20 years, so that is in good condition. The existing sanitary sewer is made of clay tile and would be replaced with this project.

**Will any work have to be done to the city's water and sewer lines along with this project?**

Yes, the sewer line will be replaced with this project.

**Describe the existing lighting system currently in place? What type of standards and luminaires are currently being used?**

40' high highway poles with LED fixtures. The plan would be to replace the poles and reuse the LED fixtures.

**What intersections currently have traffic signals? Are there any locations that have a high accident rate? Are additional turning lanes needed?**

There are traffic signals at 13th Ave S, 15th Ave S, 17th Ave S and at 18th Ave S. Our project would stop before the 18th Ave S intersection. I don't believe there are high crash rate intersections, and we don't plan on adding turn lanes.

**Remarks:**

City Engineer: \_\_\_\_\_

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

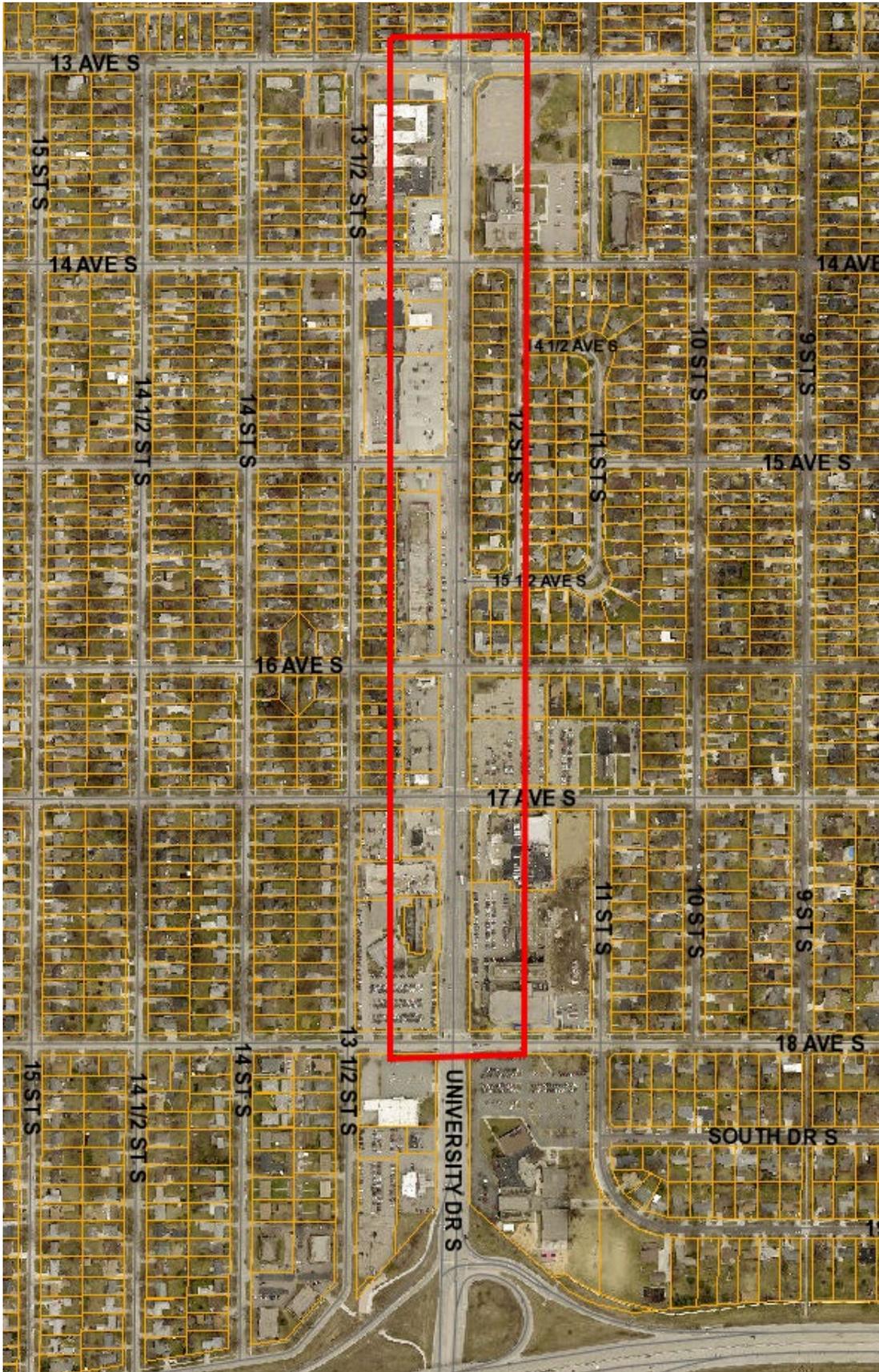
District Engineer: \_\_\_\_\_

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

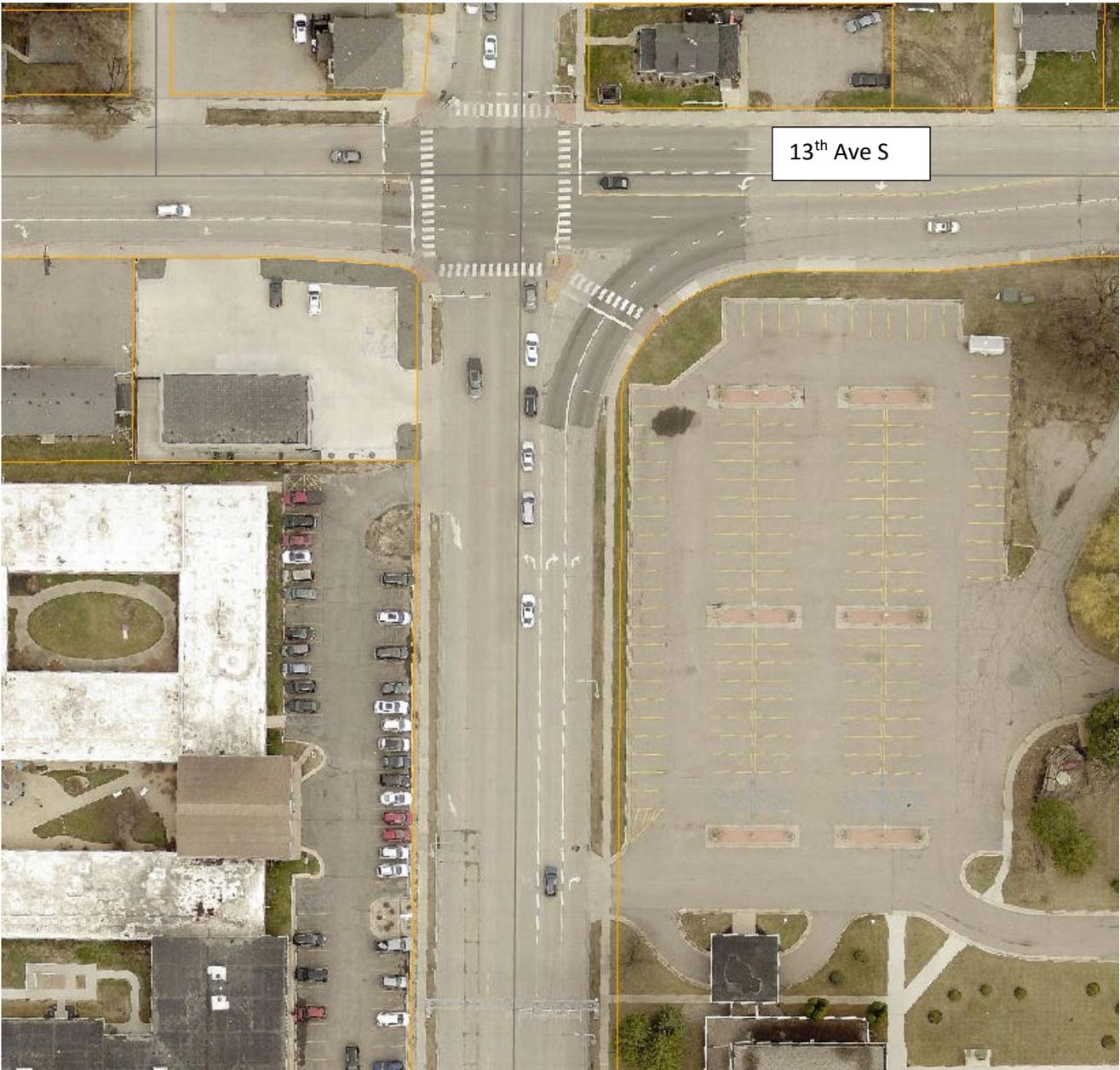
**Note:** Please attach a map showing location and extent of the project, detailed cost estimate, and any additional supporting documents.

**Project Location Map**

S University Drive – 13<sup>th</sup> Ave S to 18<sup>th</sup> Ave S



13<sup>th</sup> Ave S Intersection



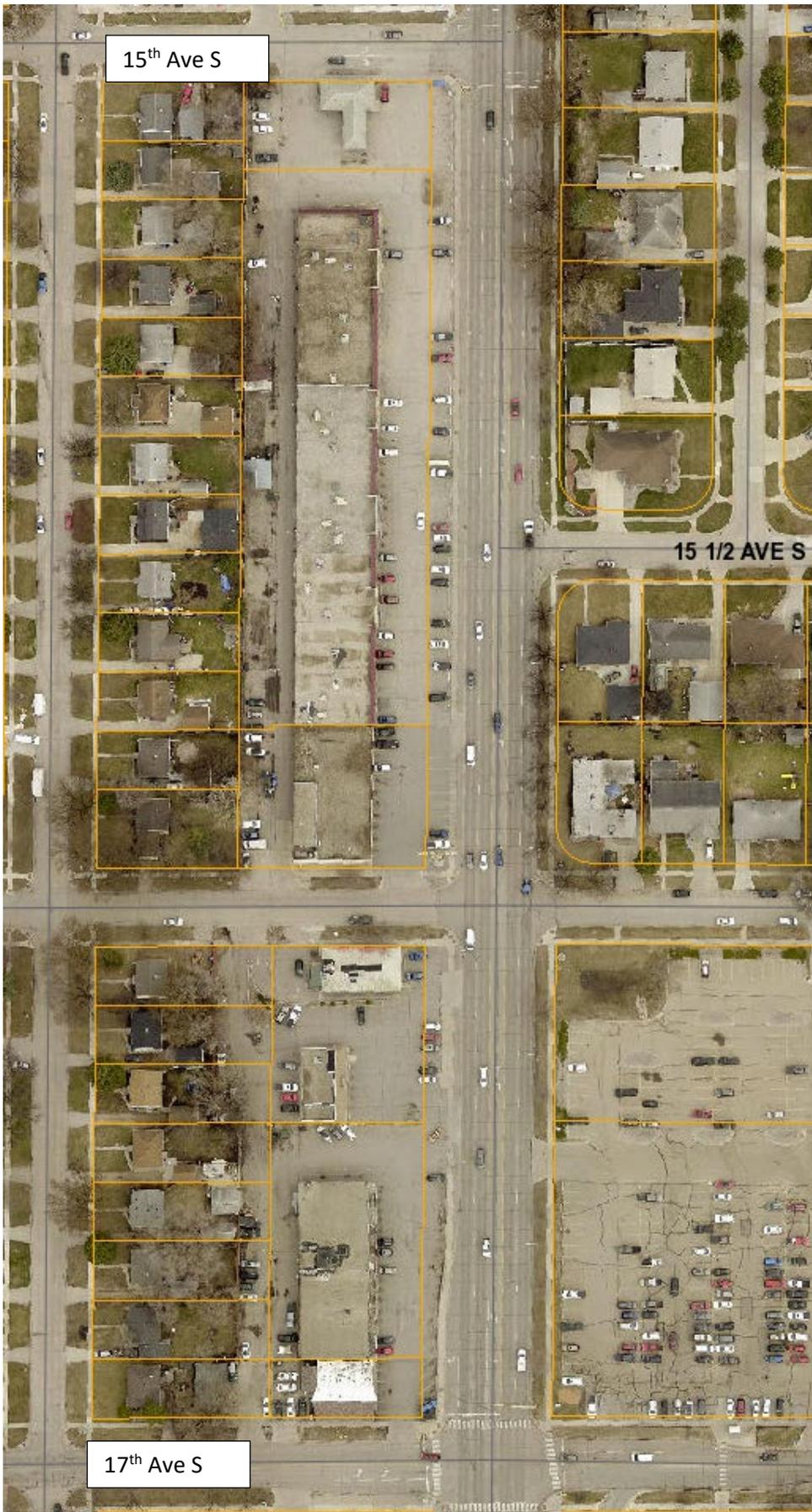
17<sup>th</sup> Ave S Intersection



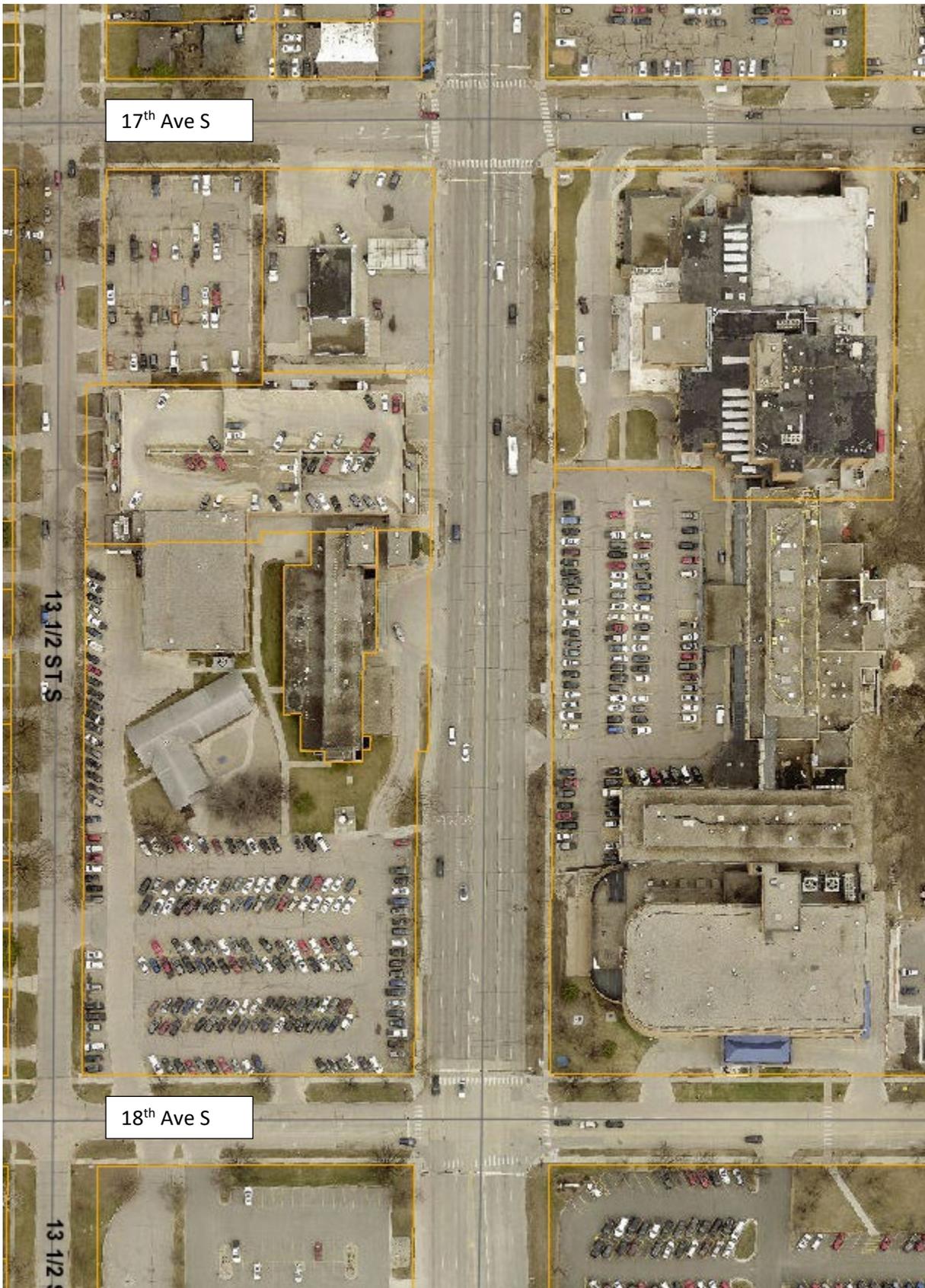
13<sup>th</sup> Ave S to 15<sup>th</sup> Ave S



15<sup>th</sup> Ave S to 17<sup>th</sup> Ave S



17<sup>th</sup> Ave S to 18<sup>th</sup> Ave S





ENGINEER'S PRELIMINARY ESTIMATE

8%

PAVING AND UTILITY REHAB/RECONSTRUCTION IMPROVEMENT DISTRICT NO. BR-28-XX  
South University from 13th Ave S to 18th Ave S

Line	Name	Quantity	Unit	Unit Value \$	2022 Costs	2029
<b>Sanitary Sewer</b>						
	Remove Pipe All Sizes All Types	7000	LF	\$ 20.00	\$ 140,000	\$ 239,935
	Remove Manhole	28	EA	\$ 2,000.00	\$ 56,000	\$ 95,974
	F&I Manhole 4' Dia Reinf Conc	28	EA	\$ 7,500.00	\$ 210,000	\$ 359,903
	F&I Pipe w/GB SDR 26 - 6" Dia PVC	1500	LF	\$ 100.00	\$ 150,000	\$ 257,074
	F&I Pipe w/GB SDR 26 - 8" Dia PVC	7000	LF	\$ 150.00	\$ 1,050,000	\$ 1,799,515
	Connect Sewer Service	50	EA	\$ 3,000.00	\$ 150,000	\$ 257,074
	Connect Pipe to Exist Structure	6	EA	\$ 5,000.00	\$ 30,000	\$ 51,415
	Clean Pipe All Sizes All Types	7000	LF	\$ 10.00	\$ 70,000	\$ 119,968
	F&I Controlled Density Fill	2.25	CY	\$ 500.00	\$ 1,125	\$ 1,928
	<b>Sanitary Sewer Total</b>			<b>\$</b>	<b>\$ 1,857,125</b>	<b>\$ 3,182,786</b>
<b>Water Main</b>						
	Remove Pipe All Sizes All Types	6880	LF	\$ 15.00	\$ 103,200	\$ 176,867
	F&I Fittings C153 Ductile Iron	12000	LB	\$ 12.00	\$ 144,000	\$ 246,791
	F&I Hydrant	12	EA	\$ 7,500.00	\$ 90,000	\$ 154,244
	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	2500	LF	\$ 150.00	\$ 375,000	\$ 642,684
	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	480	LF	\$ 150.00	\$ 72,000	\$ 123,395
	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	400	LF	\$ 200.00	\$ 80,000	\$ 137,106
	F&I Pipe w/GB C900 DR 18 - 16" Dia PVC	3500	LF	\$ 250.00	\$ 875,000	\$ 1,499,596
	F&I Gate Valve 4" Dia	50	EA	\$ 2,700.00	\$ 135,000	\$ 231,366
	F&I Gate Valve 6" Dia	12	EA	\$ 3,300.00	\$ 39,600	\$ 67,867
	F&I Gate Valve 8" Dia	10	EA	\$ 4,800.00	\$ 48,000	\$ 82,264
	F&I Gate Valve 16" Dia	10	EA	\$ 17,200.00	\$ 172,000	\$ 294,778
	Furnish Temp Water Svc	50	EA	\$ 4,000.00	\$ 200,000	\$ 342,765
	F&I Casting Water Service	50	EA	\$ 500.00	\$ 25,000	\$ 42,846
	Connect Water Service	50	EA	\$ 2,000.00	\$ 100,000	\$ 171,382
	<b>Water Main Total</b>			<b>\$</b>	<b>\$ 2,458,800</b>	<b>\$ 4,213,951</b>
<b>Storm Sewer</b>						
	Remove Manhole	21	EA	\$ 2,500.00	\$ 52,500	\$ 89,976
	Remove Inlet	27	EA	\$ 750.00	\$ 20,250	\$ 34,705
	Remove Pipe All Sizes All Types	6100	LF	\$ 30.00	\$ 183,000	\$ 313,630
	F&I Manhole 4' Dia Reinf Conc	6	EA	\$ 8,000.00	\$ 48,000	\$ 82,264
	F&I Manhole 6' Dia Reinf Conc	6	EA	\$ 15,000.00	\$ 90,000	\$ 154,244
	F&I Manhole 8' Dia Reinf Conc	13	EA	\$ 30,000.00	\$ 390,000	\$ 668,391
	F&I Inlet - Single Box (SBI) Reinf Conc	10	EA	\$ 6,500.00	\$ 65,000	\$ 111,399
	F&I Inlet - Double Box (DBI) Reinf Conc	30	EA	\$ 9,500.00	\$ 285,000	\$ 488,440
	F&I Pipe w/GB 15" Dia Reinf Conc	800	LF	\$ 208.00	\$ 166,400	\$ 285,180
	F&I Pipe w/GB 18" Dia Reinf Conc	800	LF	\$ 165.00	\$ 132,000	\$ 226,225
	F&I Pipe w/GB 36" Dia Reinf Conc	300	LF	\$ 350.00	\$ 105,000	\$ 179,952
	F&I Pipe w/GB 42" Dia Reinf Conc	420	LF	\$ 735.00	\$ 308,700	\$ 529,058
	F&I Pipe w/GB 60" Dia Reinf Conc	2070	LF	\$ 954.00	\$ 1,974,780	\$ 3,384,426
	F&I Pipe w/GB 72" Dia Reinf Conc	830	LF	\$ 1,280.00	\$ 1,062,400	\$ 1,820,767
	Connect Pipe to Exist Pipe	4	EA	\$ 2,500.00	\$ 10,000	\$ 17,138
	Connect Pipe to Exist Structure	2	EA	\$ 3,500.00	\$ 7,000	\$ 11,997
	<b>Storm Sewer Total</b>			<b>\$</b>	<b>\$ 4,900,030</b>	<b>\$ 8,397,790</b>
<b>Paving</b>						
	Contract Bond	1	LS	\$ 80,000.00	\$ 80,000	\$ 137,106
	Critical Path Method Schedule	1	LS	\$ 20,000.00	\$ 20,000	\$ 34,276
	Removal of Trees	20	EA	\$ 1,000.00	\$ 20,000	\$ 34,276
	Removal of Pavement	29275	SY	\$ 22.00	\$ 644,043	\$ 1,103,776
	Common Excavation - Type A	12000	CY	\$ 20.00	\$ 240,000	\$ 411,318
	Topsoil	1500	CY	\$ 40.00	\$ 60,000	\$ 102,829
	Topsoil - Imported	750	CY	\$ 40.00	\$ 30,000	\$ 51,415
	Common Excavation - Subcut	1500	CY	\$ 25.00	\$ 37,500	\$ 64,268
	Water	1000	M GAL	\$ 18.00	\$ 18,000	\$ 30,849
	Subgrade Preparation	36	STA	\$ 3,500.00	\$ 126,000	\$ 215,942
	Traffic Service Aggregate	500	Ton	\$ 65.00	\$ 32,500	\$ 55,699
	Mobilization	1	LS	\$ 1,500,000.00	\$ 1,500,000	\$ 2,570,736
	Field Office	1	LS	\$ 30,000.00	\$ 30,000	\$ 51,415
	F&I Edge Drain 4" Dia PVC	7520	LF	\$ 14.00	\$ 105,280	\$ 180,431
	F&I Curb & Gutter Standard (Type II)	7520	LF	\$ 32.00	\$ 240,640	\$ 412,415
	Subgrade Preparation	31365	SY	\$ 5.00	\$ 156,825	\$ 268,770
	F&I Woven Geotextile Fabric	31365	SY	\$ 4.00	\$ 125,460	\$ 215,016
	F&I Class 5 Agg - 12" Thick	31365	SY	\$ 22.00	\$ 690,030	\$ 1,182,590
	F&I Pavement 10" Thick Doweled Conc	29275	SY	\$ 110.00	\$ 3,220,213	\$ 5,518,880

F&I Sidewalk 4" Thick Reinf Conc	5013	SY	\$	65.00	\$	325,867	\$	558,478
F&I Sidewalk 6" Thick Reinf Conc	667	SY	\$	66.00	\$	44,000	\$	75,408
F&I Driveway 6" Thick Reinf Conc	2778	SY	\$	95.00	\$	263,889	\$	452,259
F&I Det Warn Panels Cast Iron	600	SF	\$	55.00	\$	33,000	\$	56,556
F&I Asphalt Pavement FAA 43 w/ PG58H-34	700	Ton	\$	270.00	\$	189,000	\$	323,913
F&I Casting - Floating Manhole	34	EA	\$	2,000.00	\$	68,000	\$	116,540
Casting to Grade - w/Conc	74	EA	\$	750.00	\$	55,500	\$	95,117
GV Box to Grade - w/Conc	82	EA	\$	500.00	\$	41,000	\$	70,267
<b>Paving Total</b>					\$	<b>8,396,747</b>	\$	<b>14,390,548</b>
<b>EROSION CONTROL/STORMWATER MANAGEMENT</b>					\$	<b>80,000</b>	\$	<b>137,106</b>
<b>TRAFFIC CONTROL</b>					\$	<b>185,000</b>	\$	<b>317,057</b>
<b>STREET LIGHTING</b>					\$	<b>350,000</b>	\$	<b>599,838</b>
<b>SIGNING AND PAVEMENT MARKING</b>					\$	<b>300,000</b>	\$	<b>514,147</b>
<b>TRAFFIC SIGNALS (TEMP AND PERMANENT)/IT SYSTEM</b>					\$	<b>1,200,000</b>	\$	<b>2,056,589</b>
<b>Total Construction Cost</b>					\$	<b>19,727,702</b>	\$	<b>33,809,814</b>

**URBAN REGIONAL  
PROJECT SCOPING WORKSHEET**

**Date:** 12-2-24

**Priority #:** 2

**City:** Fargo

**County:** Cass

**Street:** 10<sup>th</sup> Street N – NP Avenue to 4<sup>th</sup> Avenue N

**Length:** 1600'

**Proposed Improvement:** Full street reconstruction to include also include sanitary sewer improvements.

**Cost Estimate (in \$1,000's)**

Preliminary Engineering:	1,500
Construction Engineering:	1,000
ROW:	0
Utility Relocations:	0
Construction Cost (Participating):	7,845
Bridge Cost:	0
<u>Non-Participating Costs:</u>	<u>3,370</u>
<b>Total:</b>	<b>13,715</b>

**Existing Road**

**Surface Width:** 36'

**Surface Type:** Concrete

**ADT Present:** 9,093

**ADT Year:** 2022

**On-Street Parking Situation:**

Existing:	<u>None</u>	One Side	Both Sides	Angle	Parallel
Proposed:	<u>None</u>	One Side	Both Sides	Angle	Parallel

**Proposed Improvements**

**Travel Way Width:** 12' lanes

**ADT Design:** 12,219

**Design year:** 2045

**No. of Lanes:** 3 lanes

**Design Speed:** 30 mph

**Roadway Width:** 36'

**Maximum Curve:** NA

**Maximum Grade:** NA

**Min. R/W Width:** 100'

**Right of Way**

<b>Will Additional ROW or easement be acquired?</b>	Yes	<b><u>No</u></b>
<b>ROW acquisition by:</b>	City	<b><u>NDDOT</u></b>
<b>Has any ROW easements been acquired since 7-1-72:</b>	<b><u>Yes</u></b>	No
<b>ROW Condemnation by:</b>	City	<b><u>NDDOT</u></b>
<b>Est. No. of occupied family dwelling to be displaced?</b>	0	
<b>Est. No. business to be displaced?</b>	0	

**Impacts**

**Will there be any additional Impacts (Cultural and Environmental Resources):** None anticipated

**Will there be any impacts to 4(f) or 6(f) properties:** No

**Airports:** No

**Public Hearings:** No

**Environmental Classification (Cat-Ex, EA, EIS):** Documented Cat-Ex anticipated

**Transportation Enhancements:** Sidewalk on both sides of street. The plan would be to complete spot repairs where needed.

**Intermodal:** No

**Pedestrian Needs:** No

**Highway/Railroad Crossings:** No

RR Name:

No. of Crossings:

No. of Tracks & Type of Crossing:

Daily Train Movements:

Train Speed:

Present Protection:

Proposed Protection:

**Purpose and Need Statement**

To replace a pavement that has lived its useful life and to improve both vehicular and pedestrian safety along this important corridor in north Fargo.

### **Existing Conditions**

**When was the current street section built?**

1986.

**Has there been any additional maintenance to the street section?**

Yes, the block from 3<sup>rd</sup> Avenue N to 4<sup>th</sup> Avenue N was overlaid with asphalt in 2009.

**How many driving lanes and turning lanes does the street section currently have and what is the widths of the driving and turning lanes?**

Current roadway is a 3-lane roadway. All lanes are 12' wide lanes.

**If the pavement section is asphalt, is there any alligator cracking, longitudinal cracking, transverse cracking, raveling, bituminous patching or rutting?**

NA

**If the pavement section is concrete, are there any broken slabs, faulting, bituminous patching, joint spalling, transverse cracking, or longitudinal cracking?**

The current section is concrete, and there are broken slabs, faulting, joint spalling all throughout the corridor.

**Any existing geometric concerns?**

No.

**Are there any access points to adjoining properties that present a special concern?**

No.

**Are there any existing sidewalks or shared use path in place?**

There are existing sidewalks on both sides of the street. We will complete spot repairs as necessary.

**What is the condition of the existing storm sewer?**

Good condition with minimal work anticipated.

**Will any additional storm sewer work need to be done along with this project?**

It is unknown at this time, but will be evaluated as part of the design.

**What is the condition of the city's water and sewer line?**

The existing sanitary sewer line is clay tile and gunit, so it will be getting replaced with this project. The existing watermain is PVC, so no work is anticipated.

**Will any work have to be done to the city's water and sewer lines along with this project?**

Yes, most of the existing sewer line will be replaced.

**Describe the existing lighting system currently in place? What type of standards and luminaires are currently being used?**

The existing lighting was installed in 2015 and consists of 20' high decorative poles with LED fixtures. The existing lighting will not be replaced as part of the project.

**What intersections currently have traffic signals? Are there any locations that have a high accident rate? Are additional turning lanes needed?**

There are four traffic signals on the corridor, but the project won't include going into the intersections of NP Avenue or 4<sup>th</sup> Avenue N. The intersection of 10<sup>th</sup> Street and 1<sup>st</sup> Avenue N is a high crash rate intersection, and we are looking into ways to correct that. Lastly, we don't plan on adding turn lanes.

**Remarks:**

City Engineer: \_\_\_\_\_

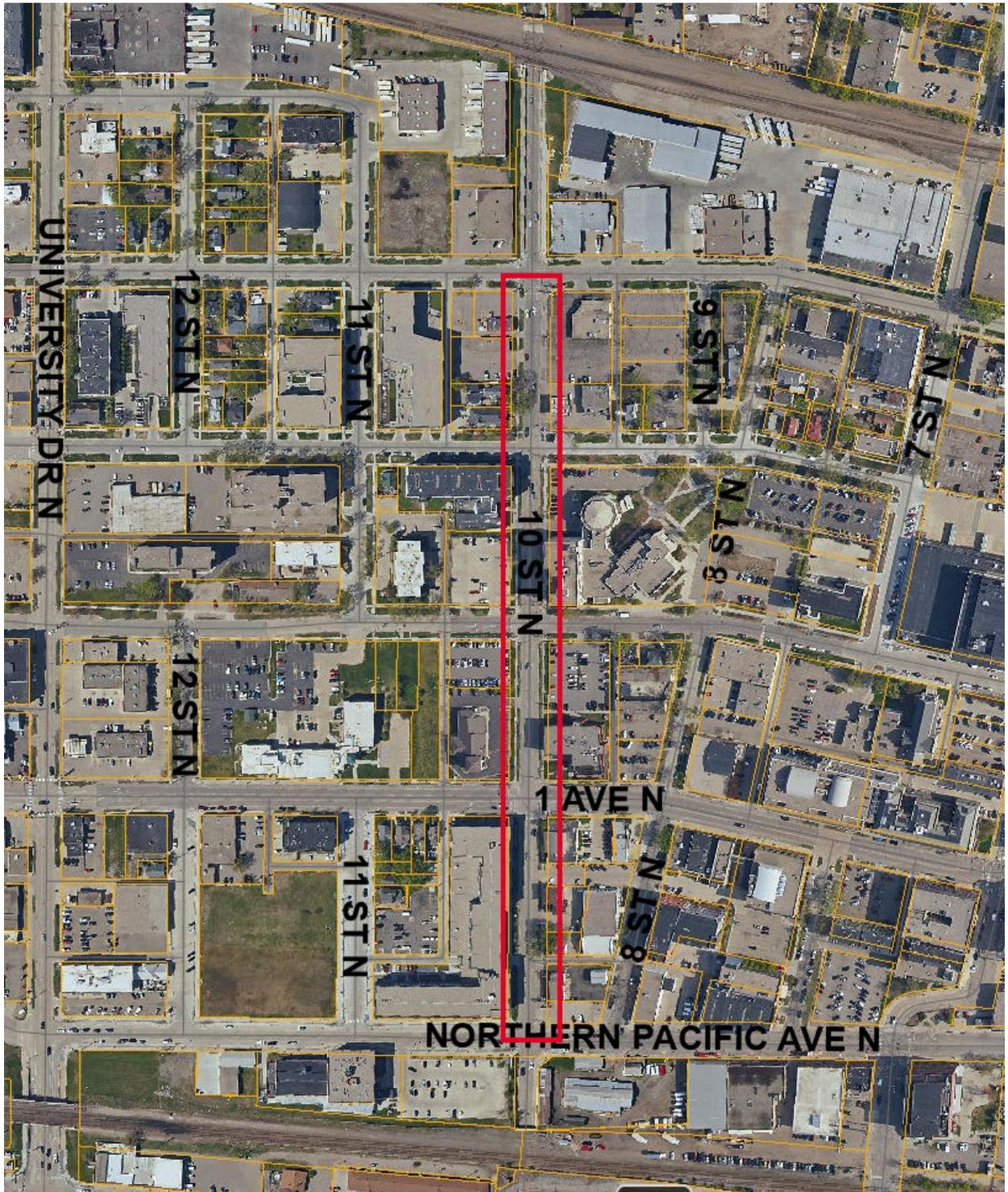
Date: \_\_\_\_\_

District Engineer: \_\_\_\_\_

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

**Note:** Please attach a map showing location and extent of the project, detailed cost estimate, and any additional supporting documents.

**Project Location Map – 10<sup>th</sup> Street – NP Avenue to 4<sup>th</sup> Avenue N**



**Engineer's Opinion of Cost**  
 10th Street N from NP to 4th Avenue N  
 12-2-2024

Spec	Code	Item Description	Unit	Quantity	Unit Cost	2023 costs	Total Cost	2029
		CONTRACT BOND	L SUM	0.7	\$ 50,000.00	\$	35,000	\$ 55,541
		REMOVAL OF PAVEMENT	SY	6,950.00	\$ 22.00	\$	152,900	\$ 242,633
		REMOVAL OF PIPE ALL TYPES AND SIZES	LF	1,415.00	\$ 30.00	\$	42,450	\$ 67,363
		REMOVAL OF MANHOLES	EA	12	\$ 2,500.00	\$	30,000	\$ 47,606
		REMOVAL OF INLETS	EA	15	\$ 750.00	\$	11,250	\$ 17,852
		COMMON EXCAVATION-TYPE A	CY	2,000.00	\$ 20.00	\$	40,000	\$ 63,475
		TOPSOIL	CY	1,400.00	\$ 40.00	\$	56,000	\$ 88,865
		WATER	M GAL	237	\$ 18.00	\$	4,266	\$ 6,770
		SEEDING CLASS III	ACRE	1	\$ 7,500.00	\$	7,500	\$ 11,902
		HYDRAULIC MULCH	ACRE	1	\$ 7,500.00	\$	7,500	\$ 11,902
		SALVAGED BASE COURSE	SY	6,950.00	\$ 40.00	\$	278,000	\$ 441,151
		10IN NON-REINF CONCRETE PVMT CL AE-DOWELED	SY	6,950.00	\$ 110.00	\$	764,500	\$ 1,213,165
		RAILING	LF	0.00	\$ 150.00	\$	-	\$ -
		MOBILIZATION	L SUM	0.7	\$ 250,000.00	\$	175,000	\$ 277,703
		TRAFFIC CONTROL	L SUM	1.00	\$ 100,000.00	\$	100,000	\$ 158,687
		TEMPORARY CURB RAMP	EA	10	\$ 1,000.00	\$	10,000	\$ 15,869
		GEOSYNTHETIC MATERIAL TYPE G	SY	6,950.00	\$ 4.00	\$	27,800	\$ 44,115
		UNDERDRAIN PIPE PVC PERFORATED 4IN	LF	3160	\$ 14.00	\$	44,240	\$ 70,203
		MANHOLE 48IN	EA	8	\$ 8,000.00	\$	64,000	\$ 101,560
		MANHOLE 72IN	EA	3	\$ 15,000.00	\$	45,000	\$ 71,409
		MANHOLE 96IN	EA	1	\$ 30,000.00	\$	30,000	\$ 47,606
		INLET-TYPE 2	EA	10	\$ 6,500.00	\$	65,000	\$ 103,147
		INLET-TYPE 2 DOUBLE	EA	5	\$ 9,500.00	\$	47,500	\$ 75,377
		CURB & GUTTER-TYPE I	LF	3,160.00	\$ 32.00	\$	101,120	\$ 160,465
		SIDEWALK CONCRETE REINF	SY	1,050.00	\$ 65.00	\$	68,250	\$ 108,304
		DRIVEWAY CONCRETE 6IN REINFORCED	SY	1,066.00	\$ 95.00	\$	101,270	\$ 160,703
		DETECTABLE WARNING PANELS	SF	400	\$ 75.00	\$	30,000	\$ 47,606
		Signing	L SUM	1	\$ 25,000.00	\$	25,000	\$ 39,672
		Pavement Markings	L SUM	1	\$ 300,000.00	\$	300,000	\$ 476,062
		INTERIM TRAFFIC SIGNALS	EA	1	\$ 50,000.00	\$	50,000	\$ 79,344
		REMOVE TRAFFIC SIGNAL SYSTEM	EA	2	\$ 10,000.00	\$	20,000	\$ 31,737
		TRAFFIC SIGNAL SYSTEM	EA	2	\$ 350,000.00	\$	700,000	\$ 1,110,812
		Signal Fiber	L SUM	1	\$ 50,000.00	\$	50,000	\$ 79,344
		Street Lighting	L SUM	1	\$ 300,000.00	\$	300,000	\$ 476,062
		AUTUMN BLAZE MAPLE	EA	20	\$ 500.00	\$	10,000	\$ 15,869
		PIPE CONC REINF 12IN CL II-STORM DRAIN	LF	600	\$ 200.00	\$	120,000	\$ 190,425
		PIPE CONC REINF 15IN CL III-STORM DRAIN	LF	406.00	\$ 210.00	\$	85,260	\$ 135,297
		PIPE CONC REINF 18IN CL III-STORM DRAIN	LF	0	\$ 165.00	\$	-	\$ -
		PIPE CONC REINF 24IN CL III-STORM DRAIN	LF	341	\$ 250.00	\$	85,250	\$ 135,281
		PIPE CONC REINF 27IN CL III-STORM DRAIN	LF	0	\$ 275.00	\$	-	\$ -
		PIPE CONC REINF 30IN CL III-STORM DRAIN	LF	33	\$ 300.00	\$	9,900	\$ 15,710
		PIPE CONC REINF 36IN CL III-STORM DRAIN	LF	0	\$ 350.00	\$	-	\$ -
		PIPE CONC REINF 48IN CL III-STORM DRAIN	LF	0	\$ 500.00	\$	-	\$ -
		PIPE CONC REINF 54IN CL III-STORM DRAIN	LF	35	\$ 750.00	\$	26,250	\$ 41,655
					\$	4,120,206	Total Fed Participating	\$ 6,538,249
					\$	824,041	20% Contingency	\$ 1,307,650
					\$	4,944,247	Total	\$ 7,845,899

**Water and Sanitary Sewer - Non-Federal Aid Eligible**

Spec	Code	Item Description	Unit	Quantity	Unit Cost	Totals		
		CONTRACT BOND	L SUM	0.3	\$ 50,000.00	\$	15,000	\$ 23,803
		REMOVAL OF PIPE ALL TYPES AND SIZES	LF	3,450.00	\$ 20.00	\$	69,000	\$ 109,494
		REMOVAL OF MANHOLES	EA	8	\$ 2,000.00	\$	16,000	\$ 25,390
		MOBILIZATION	L SUM	0.3	\$ 250,000.00	\$	75,000	\$ 119,016
		MANHOLE SANITARY	EA	8	\$ 7,500.00	\$	60,000	\$ 95,212
		REMOVE GATE VALVE & BOX	EA	7	\$ 500.00	\$	3,500	\$ 5,554
		GATE VALVE & BOX 6IN	EA	2	\$ 3,300.00	\$	6,600	\$ 10,473
		GATE VALVE & BOX 8IN	EA	2	\$ 4,800.00	\$	9,600	\$ 15,234
		GATE VALVE & BOX 10IN	EA	2	\$ 7,500.00	\$	15,000	\$ 23,803
		GATE VALVE & BOX 16IN	EA	0	\$ 17,200.00	\$	-	\$ -
		GATE VALVE & BOX 24IN	EA	1	\$ 75,000.00	\$	75,000	\$ 119,016
		HYDRANT-INSTALL 5IN	EA	8	\$ 7,500.00	\$	60,000	\$ 95,212
		REMOVE HYDRANT	EA	8	\$ 2,000.00	\$	16,000	\$ 25,390
		WATER SERVICE LINE 1IN	LF	500.00	\$ 75.00	\$	37,500	\$ 59,508
		TEMPORARY WATER SERVICE	L SUM	1	\$ 25,000.00	\$	25,000	\$ 39,672
		WATERMAIN 6IN PVC	LF	15	\$ 150.00	\$	2,250	\$ 3,570
		WATERMAIN 8IN PVC	LF	80.00	\$ 200.00	\$	16,000	\$ 25,390
		WATERMAIN 10IN PVC	LF	93	\$ 225.00	\$	20,925	\$ 33,205
		WATERMAIN 16IN PVC	LF	0	\$ 250.00	\$	-	\$ -
		24IN WATERMAIN	LF	1,580.00	\$ 300.00	\$	474,000	\$ 752,178
		CURB STOP & BOX 1IN	EA	15	\$ 2,000.00	\$	30,000	\$ 47,606
		CONNECT TO EXISTING MAIN	EA	15	\$ 2,000.00	\$	30,000	\$ 47,606
		12IN SANITARY SEWER PIPE	LF	561.00	\$ 225.00	\$	126,225	\$ 200,303
		15IN SANITARY SEWER PIPE	LF	363.00	\$ 250.00	\$	90,750	\$ 144,009
		18IN SANITARY SEWER PIPE	LF	12.00	\$ 300.00	\$	3,600	\$ 5,713
		30IN SANITARY SEWER PIPE	LF	745.00	\$ 400.00	\$	298,000	\$ 472,889
		6IN SEWER SERVICE PIPE	LF	500	\$ 150.00	\$	75,000	\$ 119,016
		FITTING-DUCTILE IRON	LBS	10000	\$ 12.00	\$	120,000	\$ 190,425
					\$	1,769,950	Non Participating	\$ 2,808,688
					\$	353,990	20% Contingency	\$ 561,738
					\$	2,123,940	Total	\$ 3,370,426
					\$	7,068,187	Grand Total	\$ 11,216,325

\$	4,944,247	Fed Aid Eligible	\$	7,845,899
\$	4,001,379	Federal	\$	6,349,686
\$	448,443	State	\$	711,623
\$	494,425	City	\$	784,590
\$	2,123,940	NP	\$	3,370,426

**URBAN REGIONAL  
PROJECT SCOPING WORKSHEET**

**Date:** 12-2-24

**Priority #:** 3

**City:** Fargo

**County:** Cass

**Street:** University Drive N – 12<sup>th</sup> Avenue N to 19<sup>th</sup> Avenue N

**Length:** 5280'

**Proposed Improvement:** Full street reconstruction to include water and sewer improvements.

**Cost Estimate (in \$1,000's)**

Preliminary Engineering:	1,500
Construction Engineering:	1,500
ROW:	0
Utility Relocations:	0
Construction Cost (Participating):	15,108
Bridge Cost:	0
<u>Non-Participating Costs:</u>	<u>6,357</u>
<b>Total:</b>	<b>24,465</b>

**Existing Road**

**Surface Width:** 36'

**Surface Type:** Concrete

**ADT Present:** 8510

**ADT Year:** 2022

**On-Street Parking Situation:**

Existing:	<u>None</u>	One Side	Both Sides	Angle	Parallel
Proposed:	<u>None</u>	One Side	Both Sides	Angle	Parallel

**Proposed Improvements**

**Travel Way Width:** 11' lanes

**ADT Design:** 8880

**Design year:** 2045

**No. of Lanes:** 2 lanes with on-street bike lane

**Design Speed:** 30 mph

**Roadway Width:** 36'

**Maximum Curve:** NA

**Maximum Grade:** NA

**Min. R/W Width:** 100'

**Right of Way**

<b>Will Additional ROW or easement be acquired?</b>	Yes	<b><u>No</u></b>
<b>ROW acquisition by:</b>	City	<b><u>NDDOT</u></b>
<b>Has any ROW easements been acquired since 7-1-72:</b>	<b><u>Yes</u></b>	No
<b>ROW Condemnation by:</b>	City	<b><u>NDDOT</u></b>
<b>Est. No. of occupied family dwelling to be displaced?</b>	0	
<b>Est. No. business to be displaced?</b>	0	

**Impacts**

**Will there be any additional Impacts (Cultural and Environmental Resources):** None anticipated

**Will there be any impacts to 4(f) or 6(f) properties:** No

**Airports:** No

**Public Hearings:** No

**Environmental Classification (Cat-Ex, EA, EIS):** Documented Cat-Ex anticipated

**Transportation Enhancements:** Shared use path on west side, sidewalk on east side. The plan would be to complete spot repairs on both.

**Intermodal:** No

**Pedestrian Needs:** No

**Highway/Railroad Crossings:** No

RR Name:

No. of Crossings:

No. of Tracks & Type of Crossing:

Daily Train Movements:

Train Speed:

Present Protection:

Proposed Protection:

**Purpose and Need Statement**

To replace a pavement that has lived its useful life and to improve safety along this important corridor in north Fargo.

**Existing Conditions**

**When was the current street section built?**

The current section was built in 1991.

**Has there been any additional maintenance to the street section?**

In 2022 the Street Department we added a 2" asphalt overlay north of 17<sup>th</sup> Avenue N.

**How many driving lanes and turning lanes does the street section currently have and what is the widths of the driving and turning lanes?**

Current roadway is a 2-lane roadway with 1 left sided on-street bike lane. All lanes are 12' wide lanes.

**If the pavement section is asphalt, is there any alligator cracking, longitudinal cracking, transverse cracking, raveling, bituminous patching or rutting?**

NA

**If the pavement section is concrete, are there any broken slabs, faulting, bituminous patching, joint spalling, transverse cracking, or longitudinal cracking?**

The current section is concrete, and there are broken slabs, faulting, joint spalling all throughout the corridor.

**Any existing geometric concerns?**

No.

**Are there any access points to adjoining properties that present a special concern?**

No.

**Are there any existing sidewalks or shared use path in place?**

There is an existing shared use path on the west side and a sidewalk on the east side. We will complete spot repairs as necessary.

**What is the condition of the existing storm sewer?**

Good condition with minimal work anticipated.

**Will any additional storm sewer work need to be done along with this project?**

It is unknown at this time, but will be evaluated as part of the design.

**What is the condition of the city's water and sewer line?**

The existing sanitary sewer line is clay tile, so it will be getting replaced with this project. The existing watermain on the north half of the project is asbestos cement pipe, so it will be getting replaced with this project. The watermain on the south half is PVC, so no work is anticipated on that stretch.

**Will any work have to be done to the city's water and sewer lines along with this project?**

Yes, most of the existing sewer line will be replaced, as will the watermain need to be on the north half of the project.

**Describe the existing lighting system currently in place? What type of standards and luminaires are currently being used?**

The existing lighting between 12<sup>th</sup> Avenue N and 17<sup>th</sup> Avenue N was installed in 2014 and it consists of 16' high decorative poles and LED fixtures. The existing lighting between 17<sup>th</sup> Avenue N and 19<sup>th</sup> Avenue N was installed in 2014 as well but is 20' stainless steel poles with highway style LED fixtures. The existing system will not be replaced.

**What intersections currently have traffic signals? Are there any locations that have a high accident rate? Are additional turning lanes needed?**

There are five traffic signals on the corridor, but the project won't include going into the intersections of 12<sup>th</sup> Avenue N or 19<sup>th</sup> Avenue N. There is a high crash rate intersection at 19<sup>th</sup> Avenue N, but that is getting an HSIP project in 2026 to correct the deficiencies. We don't plan on adding turn lanes.

**Remarks:**

City Engineer: \_\_\_\_\_

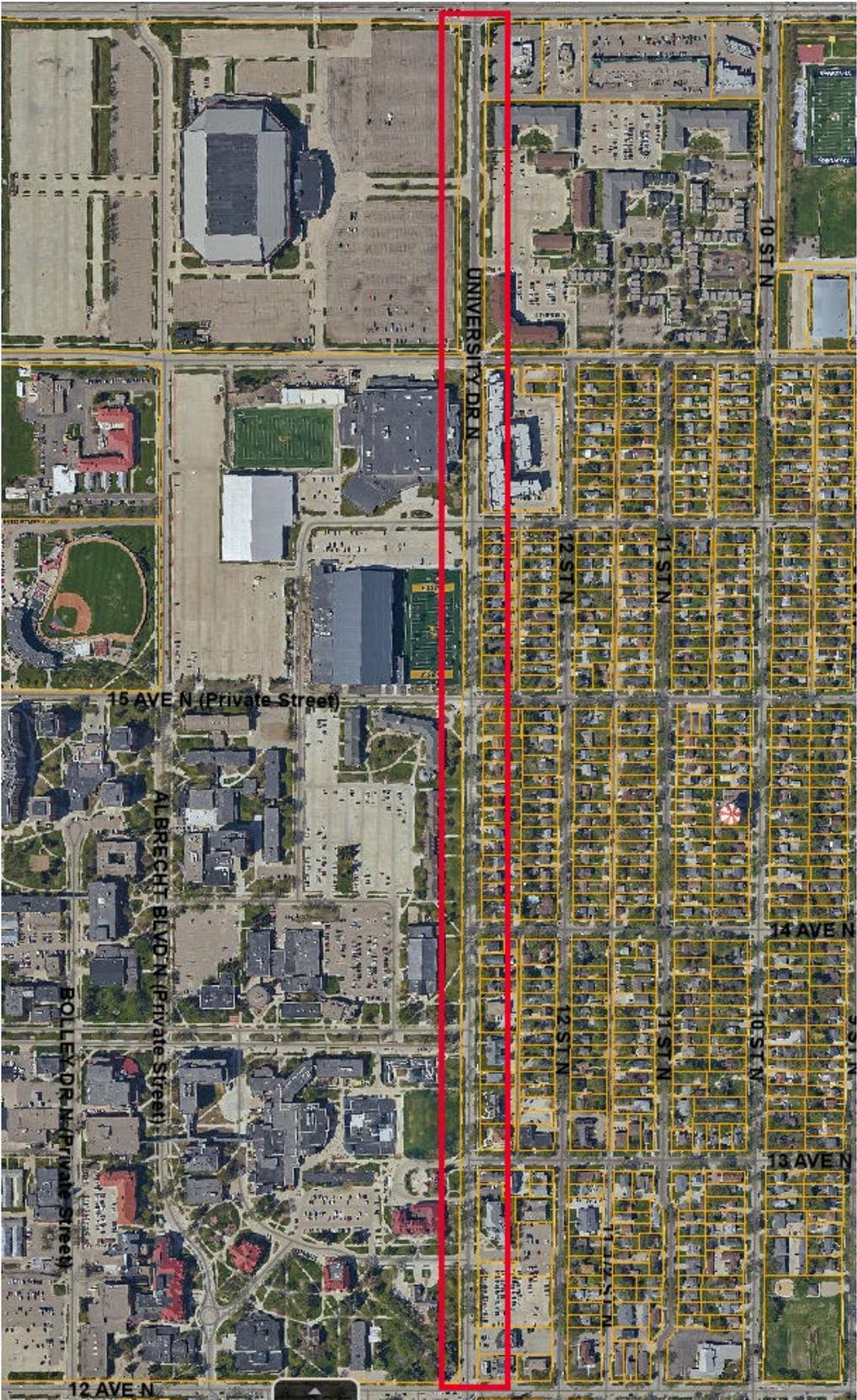
Date: \_\_\_\_\_

District Engineer: \_\_\_\_\_

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

**Note:** Please attach a map showing location and extent of the project, detailed cost estimate, and any additional supporting documents.

**Project Location Map – University Drive N – 19<sup>th</sup> Avenue N to 12<sup>th</sup> Avenue N**



**Engineer's Opinion of Cost**  
 University Drive N - 12th to 19th Ave N  
 12-2-2024

Spec	Code	Item Description	Unit	Quantity	2023 costs		2028 costs
					Unit Cost	Total Cost	
		CONTRACT BOND	L SUM	0.7	\$ 50,000.00	\$	\$ 35,000
		REMOVAL OF PAVEMENT	SY	20,652.00	\$ 22.00	\$	\$ 454,344
		REMOVAL OF PIPE ALL TYPES AND SIZES	LF	250.00	\$ 30.00	\$	\$ 7,500
		REMOVAL OF MANHOLES	EA	10	\$ 2,500.00	\$	\$ 25,000
		REMOVAL OF INLETS	EA	26	\$ 750.00	\$	\$ 19,500
		COMMON EXCAVATION-TYPE A	CY	2,000.00	\$ 20.00	\$	\$ 40,000
		TOPSOIL	CY	5,000.00	\$ 40.00	\$	\$ 200,000
		WATER	M GAL	500	\$ 18.00	\$	\$ 9,000
		SEEDING CLASS III	ACRE	3	\$ 7,500.00	\$	\$ 22,500
		HYDRAULIC MULCH	ACRE	3	\$ 7,500.00	\$	\$ 22,500
		SALVAGED BASE COURSE	SY	20,652.00	\$ 40.00	\$	\$ 826,080
		10IN NON-REINF CONCRETE PVMT CL AE-DOWELED	SY	20,652.00	\$ 110.00	\$	\$ 2,271,720
		RAILING	LF	0.00	\$ 150.00	\$	\$ -
		MOBILIZATION	L SUM	0.7	\$ 250,000.00	\$	\$ 175,000
		TRAFFIC CONTROL	L SUM	1.00	\$ 100,000.00	\$	\$ 100,000
		TEMPORARY CURB RAMP	EA	25	\$ 1,000.00	\$	\$ 25,000
		GEOSYNTHETIC MATERIAL TYPE G	SY	20,652.00	\$ 4.00	\$	\$ 82,608
		UNDERDRAIN PIPE PVC PERFORATED 4IN	LF	10326	\$ 14.00	\$	\$ 144,564
		MANHOLE 48IN	EA	0	\$ 8,000.00	\$	\$ -
		MANHOLE 72IN	EA	10	\$ 15,000.00	\$	\$ 150,000
		MANHOLE 96IN	EA	0	\$ 30,000.00	\$	\$ -
		INLET-TYPE 2	EA	13	\$ 6,500.00	\$	\$ 84,500
		INLET-TYPE 2 DOUBLE	EA	13	\$ 9,500.00	\$	\$ 123,500
		CURB & GUTTER-TYPE I	LF	10,326.00	\$ 32.00	\$	\$ 330,432
		SIDEWALK CONCRETE REINF	SY	8,600.00	\$ 65.00	\$	\$ 559,000
		DRIVEWAY CONCRETE 6IN REINFORCED	SY	3,000.00	\$ 95.00	\$	\$ 285,000
		DETECTABLE WARNING PANELS	SF	1200	\$ 75.00	\$	\$ 90,000
		Signing	L SUM	1	\$ 50,000.00	\$	\$ 50,000
		Pavement Markings	L SUM	1	\$ 400,000.00	\$	\$ 400,000
		INTERIM TRAFFIC SIGNALS	EA	0	\$ 50,000.00	\$	\$ -
		REMOVE TRAFFIC SIGNAL SYSTEM	EA	2	\$ 10,000.00	\$	\$ 20,000
		TRAFFIC SIGNAL SYSTEM	EA	2	\$ 350,000.00	\$	\$ 700,000
		Signal Fiber	L SUM	1	\$ 100,000.00	\$	\$ 100,000
		Street Lighting	L SUM	1	\$ 500,000.00	\$	\$ 500,000
		AUTUMN BLAZE MAPLE	EA	60	\$ 500.00	\$	\$ 30,000
		PIPE CONC REINF 12IN CL II-STORM DRAIN	LF	125	\$ 200.00	\$	\$ 25,000
		PIPE CONC REINF 15IN CL III-STORM DRAIN	LF	125.00	\$ 210.00	\$	\$ 26,250
		PIPE CONC REINF 18IN CL III-STORM DRAIN	LF	0	\$ 165.00	\$	\$ -
		PIPE CONC REINF 24IN CL III-STORM DRAIN	LF	0	\$ 250.00	\$	\$ -
		PIPE CONC REINF 27IN CL III-STORM DRAIN	LF	0	\$ 275.00	\$	\$ -
		PIPE CONC REINF 30IN CL III-STORM DRAIN	LF	0	\$ 300.00	\$	\$ -
		PIPE CONC REINF 36IN CL III-STORM DRAIN	LF	0	\$ 350.00	\$	\$ -
		PIPE CONC REINF 48IN CL III-STORM DRAIN	LF	0	\$ 500.00	\$	\$ -
		PIPE CONC REINF 54IN CL III-STORM DRAIN	LF	0	\$ 750.00	\$	\$ -
					\$ 7,933,998	Total Fed Participating	\$ 12,590,258
					\$ 1,586,800	20% Contingency	\$ 2,518,052
					\$ 9,520,798	Total	\$ 15,108,309

**Water and Sanitary Sewer - Non-Federal Aid Eligible**

Totals							
		CONTRACT BOND	L SUM	0.3	\$ 50,000.00	\$	\$ 15,000
		REMOVAL OF PIPE ALL TYPES AND SIZES	LF	8,000.00	\$ 20.00	\$	\$ 160,000
		REMOVAL OF MANHOLES	EA	23	\$ 2,000.00	\$	\$ 46,000
		MOBILIZATION	L SUM	0.3	\$ 250,000.00	\$	\$ 75,000
		MANHOLE SANITARY	EA	20	\$ 7,500.00	\$	\$ 150,000
		REMOVE GATE VALVE & BOX	EA	10	\$ 500.00	\$	\$ 5,000
		GATE VALVE & BOX 6IN	EA	0	\$ 3,300.00	\$	\$ -
		GATE VALVE & BOX 8IN	EA	0	\$ 4,800.00	\$	\$ -
		GATE VALVE & BOX 10IN	EA	0	\$ 7,500.00	\$	\$ -
		GATE VALVE & BOX 16IN	EA	8	\$ 17,200.00	\$	\$ 137,600
		GATE VALVE & BOX 24IN	EA	0	\$ 75,000.00	\$	\$ -
		HYDRANT-INSTALL 5IN	EA	16	\$ 7,500.00	\$	\$ 120,000
		REMOVE HYDRANT	EA	16	\$ 2,000.00	\$	\$ 32,000
		WATER SERVICE LINE 1IN	LF	500.00	\$ 75.00	\$	\$ 37,500
		TEMPORARY WATER SERVICE	L SUM	1	\$ 25,000.00	\$	\$ 25,000
		WATERMAIN 6IN PVC	LF	0	\$ 150.00	\$	\$ -
		WATERMAIN 8IN PVC	LF	0.00	\$ 200.00	\$	\$ -
		WATERMAIN 10IN PVC	LF	0	\$ 225.00	\$	\$ -
		WATERMAIN 16IN PVC	LF	2572	\$ 250.00	\$	\$ 643,000
		24IN WATERMAIN	LF	0.00	\$ 300.00	\$	\$ -
		CURB STOP & BOX 1IN	EA	20	\$ 2,000.00	\$	\$ 40,000
		CONNECT TO EXISTING MAIN	EA	20	\$ 2,000.00	\$	\$ 40,000
		12IN SANITARY SEWER PIPE	LF	3,000.00	\$ 225.00	\$	\$ 675,000
		15IN SANITARY SEWER PIPE	LF	333.00	\$ 250.00	\$	\$ 83,250
		18IN SANITARY SEWER PIPE	LF	890.00	\$ 300.00	\$	\$ 267,000
		30IN SANITARY SEWER PIPE	LF	1,225.00	\$ 400.00	\$	\$ 490,000
		6IN SEWER SERVICE PIPE	LF	700	\$ 150.00	\$	\$ 105,000
		FITTING-DUCTILE IRON	LBS	16000	\$ 12.00	\$	\$ 192,000
					\$ 3,338,350	Non Participating	\$ 5,297,542
					\$ 667,670	20% Contingency	\$ 1,059,508
					\$ 4,006,020	Total	\$ 6,357,050
					\$ 13,526,818	Grand Total	\$ 21,465,360

\$ 9,520,798	Fed Aid Eligible	\$ 15,108,309
\$ 7,705,181	Federal	\$ 12,227,155
\$ 952,080	State	\$ 1,510,831
\$ 863,536	City	\$ 1,370,324
\$ 4,006,020	NP	\$ 6,357,050

**URBAN REGIONAL  
PROJECT SCOPING WORKSHEET**

**Date:** 12-2-24

**Priority #:** 4

**City:** Fargo

**County:** Cass

**Street:** University Drive N – 1<sup>st</sup> Avenue N to 12<sup>th</sup> Avenue N

**Length:** 4680'

**Proposed Improvement:** Full street reconstruction to include also include sanitary sewer improvements.

**Cost Estimate (in \$1,000's)**

Preliminary Engineering:	1,500
Construction Engineering:	1,500
ROW:	0
Utility Relocations:	0
Construction Cost (Participating):	15,583
Bridge Cost:	0
<u>Non-Participating Costs:</u>	<u>3,038</u>
<b>Total:</b>	<b>21,621</b>

**Existing Road**

**Surface Width:** 36'

**Surface Type:** Concrete

**ADT Present:** 11,151

**ADT Year:** 2022

**On-Street Parking Situation:**

Existing:	<u>None</u>	One Side	Both Sides	Angle	Parallel
Proposed:	<u>None</u>	One Side	Both Sides	Angle	Parallel

**Proposed Improvements**

**Travel Way Width:** 12' lanes

**ADT Design:** 12,600

**Design year:** 2045

**No. of Lanes:** 2 lanes with on-street bike lane north of 4<sup>th</sup> Avenue N, 3 lanes south of 4<sup>th</sup> Avenue N.

**Design Speed:** 30 mph

**Roadway Width:** 36'

**Maximum Curve:** NA

**Maximum Grade:** NA

**Min. R/W Width:** 100'

**Right of Way**

<b>Will Additional ROW or easement be acquired?</b>	Yes	<b><u>No</u></b>
<b>ROW acquisition by:</b>	City	<b><u>NDDOT</u></b>
<b>Has any ROW easements been acquired since 7-1-72:</b>	<b><u>Yes</u></b>	No
<b>ROW Condemnation by:</b>	City	<b><u>NDDOT</u></b>
<b>Est. No. of occupied family dwelling to be displaced?</b>	0	
<b>Est. No. business to be displaced?</b>	0	

**Impacts**

**Will there be any additional Impacts (Cultural and Environmental Resources):** None anticipated

**Will there be any impacts to 4(f) or 6(f) properties:** No

**Airports:** No

**Public Hearings:** No

**Environmental Classification (Cat-Ex, EA, EIS):** Documented Cat-Ex anticipated

**Transportation Enhancements:** Sidewalk on both sides of street. The plan would be to complete spot repairs where needed.

**Intermodal:** No

**Pedestrian Needs:** No

**Highway/Railroad Crossings:** Yes, an existing grade separation. Road under railroad.

RR Name: BNSF

No. of Crossings: 1

No. of Tracks & Type of Crossing: 1, grade separated

Daily Train Movements: 15

Train Speed: 30

Present Protection: Grade separation

Proposed Protection: Same

**Purpose and Need Statement**

To replace a pavement that has lived its useful life and to improve both vehicular and pedestrian safety along this important corridor in north Fargo.

### **Existing Conditions**

#### **When was the current street section built?**

The current section north of 7<sup>th</sup> Avenue N was built in 1991, the portion from 1<sup>st</sup> Avenue N to 7<sup>th</sup> Avenue N was constructed in 2000.

#### **Has there been any additional maintenance to the street section?**

No.

#### **How many driving lanes and turning lanes does the street section currently have and what is the widths of the driving and turning lanes?**

Current roadway is a 2-lane roadway with 1 left sided on-street bike lane. All lanes are 12' wide lanes.

#### **If the pavement section is asphalt, is there any alligator cracking, longitudinal cracking, transverse cracking, raveling, bituminous patching or rutting?**

NA

#### **If the pavement section is concrete, are there any broken slabs, faulting, bituminous patching, joint spalling, transverse cracking, or longitudinal cracking?**

The current section is concrete, and there are broken slabs, faulting, joint spalling all throughout the corridor.

#### **Any existing geometric concerns?**

No.

#### **Are there any access points to adjoining properties that present a special concern?**

No.

#### **Are there any existing sidewalks or shared use path in place?**

There are existing sidewalks on both sides of the street. We will complete spot repairs as necessary.

#### **What is the condition of the existing storm sewer?**

Good condition with minimal work anticipated.

**Will any additional storm sewer work need to be done along with this project?**

It is unknown at this time, but will be evaluated as part of the design.

**What is the condition of the city's water and sewer line?**

The existing sanitary sewer line is clay tile, so it will be getting replaced with this project. The existing watermain is PVC, so no work is anticipated on that stretch.

**Will any work have to be done to the city's water and sewer lines along with this project?**

Yes, most of the existing sewer line will be replaced.

**Describe the existing lighting system currently in place? What type of standards and luminaires are currently being used?**

The existing lighting between 1<sup>st</sup> Avenue N and 7<sup>th</sup> Avenue N was installed in 2015 and consists of 20' high decorative poles with LED fixtures. The existing lighting between 7<sup>th</sup> Avenue N and 12<sup>th</sup> Avenue N was installed in 2014 and it consists of 16' high decorative poles and LED fixtures. The existing lighting will not be replaced as part of the project.

**What intersections currently have traffic signals? Are there any locations that have a high accident rate? Are additional turning lanes needed?**

There are five traffic signals on the corridor, but the project won't include going into the intersections of 12<sup>th</sup> Avenue N or 1<sup>st</sup> Avenue N. There are no high crash rate intersections, and we don't plan on adding turn lanes.

**Remarks:**

City Engineer: \_\_\_\_\_

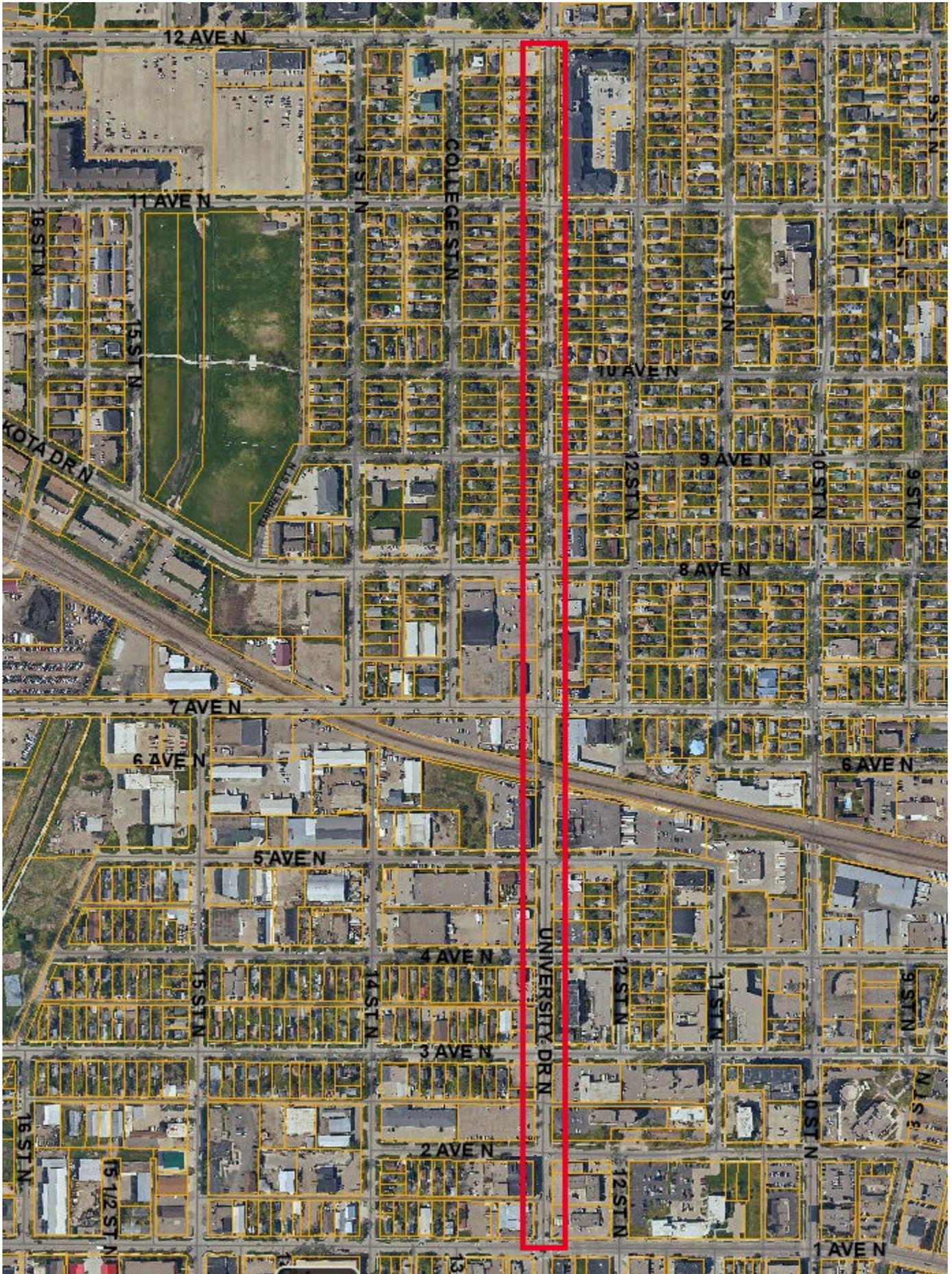
Date: \_\_\_\_\_

District Engineer: \_\_\_\_\_

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

**Note:** *Please attach a map showing location and extent of the project, detailed cost estimate, and any additional supporting documents.*

Project Location Map – University Drive N – 1<sup>st</sup> Avenue N to 12<sup>th</sup> Avenue N



**Engineer's Opinion of Cost**

University Drive N - 1st Ave N to 12th Ave N  
12-2-2024

Spec	Code	Item Description	Unit	Quantity	2023 costs		2029 costs
					Unit Cost	Total Cost	
		CONTRACT BOND	L SUM	0.7	\$ 50,000.00	\$ 35,000	\$ 55,540.60
		REMOVAL OF PAVEMENT	SY	18,564.00	\$ 22.00	\$ 408,408	\$ 648,092.17
		REMOVAL OF PIPE ALL TYPES AND SIZES	LF	500.00	\$ 30.00	\$ 15,000	\$ 23,803.11
		REMOVAL OF MANHOLES	EA	5	\$ 2,500.00	\$ 12,500	\$ 19,835.93
		REMOVAL OF INLETS	EA	51	\$ 750.00	\$ 38,250	\$ 60,697.94
		COMMON EXCAVATION-TYPE A	CY	2,000.00	\$ 20.00	\$ 40,000	\$ 63,474.97
		TOPSOIL	CY	4,000.00	\$ 40.00	\$ 160,000	\$ 253,899.89
		WATER	M GAL	500	\$ 18.00	\$ 9,000	\$ 14,281.87
		SEEDING CLASS III	ACRE	3	\$ 7,500.00	\$ 22,500	\$ 35,704.67
		HYDRAULIC MULCH	ACRE	3	\$ 7,500.00	\$ 22,500	\$ 35,704.67
		SALVAGED BASE COURSE	SY	18,564.00	\$ 40.00	\$ 742,560	\$ 1,178,349.40
		10IN NON-REINF CONCRETE PVMT CL AE-DOWELED	SY	18,564.00	\$ 110.00	\$ 2,042,040	\$ 3,240,460.84
		RAILING	LF	400.00	\$ 150.00	\$ 60,000	\$ 95,212.46
		MOBILIZATION	L SUM	0.7	\$ 250,000.00	\$ 175,000	\$ 277,703.01
		TRAFFIC CONTROL	L SUM	1.00	\$ 100,000.00	\$ 100,000	\$ 158,687.43
		TEMPORARY CURB RAMP	EA	25	\$ 1,000.00	\$ 25,000	\$ 39,671.86
		GEOSYNTHETIC MATERIAL TYPE G	SY	18,564.00	\$ 4.00	\$ 74,256	\$ 117,834.94
		UNDERDRAIN PIPE PVC PERFORATED 4IN	LF	9282	\$ 14.00	\$ 129,948	\$ 206,211.14
		MANHOLE 48IN	EA	0	\$ 8,000.00	\$ -	\$ -
		MANHOLE 72IN	EA	5	\$ 15,000.00	\$ 75,000	\$ 119,015.57
		MANHOLE 96IN	EA	0	\$ 30,000.00	\$ -	\$ -
		INLET-TYPE 2	EA	30	\$ 6,500.00	\$ 195,000	\$ 309,440.49
		INLET-TYPE 2 DOUBLE	EA	21	\$ 9,500.00	\$ 199,500	\$ 316,581.43
		CURB & GUTTER-TYPE I	LF	9,282.00	\$ 32.00	\$ 297,024	\$ 471,339.76
		SIDEWALK CONCRETE REINF	SY	7,700.00	\$ 65.00	\$ 500,500	\$ 794,230.60
		DRIVEWAY CONCRETE 6IN REINFORCED	SY	2,300.00	\$ 95.00	\$ 218,500	\$ 346,732.04
		DETECTABLE WARNING PANELS	SF	1000	\$ 75.00	\$ 75,000	\$ 119,015.57
		Signing	L SUM	1	\$ 50,000.00	\$ 50,000	\$ 79,343.72
		Pavement Markings	L SUM	1	\$ 400,000.00	\$ 400,000	\$ 634,749.73
		INTERIM TRAFFIC SIGNALS	EA	0	\$ 50,000.00	\$ -	\$ -
		REMOVE TRAFFIC SIGNAL SYSTEM	EA	3	\$ 10,000.00	\$ 30,000	\$ 47,606.23
		TRAFFIC SIGNAL SYSTEM	EA	3	\$ 350,000.00	\$ 1,050,000	\$ 1,666,218.04
		Signal Fiber	L SUM	1	\$ 100,000.00	\$ 100,000	\$ 158,687.43
		Street Lighting	L SUM	1	\$ 500,000.00	\$ 500,000	\$ 793,437.16
		Retaining Wall Repair	L SUM	1	\$ 250,000.00	\$ 250,000	\$ 396,718.58
		AUTUMN BLAZE MAPLE	EA	40	\$ 500.00	\$ 20,000	\$ 31,737.49
		PIPE CONC REINF 12IN CL II-STORM DRAIN	LF	125	\$ 200.00	\$ 25,000	\$ 39,671.86
		PIPE CONC REINF 15IN CL III-STORM DRAIN	LF	125.00	\$ 210.00	\$ 26,250	\$ 41,655.45
		PIPE CONC REINF 18IN CL III-STORM DRAIN	LF	0	\$ 165.00	\$ -	\$ -
		PIPE CONC REINF 24IN CL III-STORM DRAIN	LF	0	\$ 250.00	\$ -	\$ -
		PIPE CONC REINF 27IN CL III-STORM DRAIN	LF	0	\$ 275.00	\$ -	\$ -
		PIPE CONC REINF 30IN CL III-STORM DRAIN	LF	200	\$ 300.00	\$ 60,000	\$ 95,212.46
		PIPE CONC REINF 36IN CL III-STORM DRAIN	LF	0	\$ 350.00	\$ -	\$ -
		PIPE CONC REINF 48IN CL III-STORM DRAIN	LF	0	\$ 500.00	\$ -	\$ -
		PIPE CONC REINF 54IN CL III-STORM DRAIN	LF	0	\$ 750.00	\$ -	\$ -
					\$ 8,183,736.00	Total Fed Participating	\$ 12,986,560.52
					\$ 1,636,747.20	20% Contingency	\$ 2,597,312.10
					\$ 9,820,483.20	Total	\$ 15,583,872.63

**Water and Sanitary Sewer - Non-Federal Aid Eligible**

							Totals	
		CONTRACT BOND	L SUM	0.3	\$ 50,000.00	\$ 15,000	\$ 23,803.11	
		REMOVAL OF PIPE ALL TYPES AND SIZES	LF	4,057.00	\$ 20.00	\$ 81,140	\$ 128,758.98	
		REMOVAL OF MANHOLES	EA	18	\$ 2,000.00	\$ 36,000	\$ 57,127.48	
		MOBILIZATION	L SUM	0.3	\$ 250,000.00	\$ 75,000	\$ 119,015.57	
		MANHOLE SANITARY	EA	18	\$ 7,500.00	\$ 135,000	\$ 214,228.03	
		REMOVE GATE VALVE & BOX	EA	0	\$ 500.00	\$ -	\$ -	
		GATE VALVE & BOX 6IN	EA	0	\$ 3,300.00	\$ -	\$ -	
		GATE VALVE & BOX 8IN	EA	0	\$ 4,800.00	\$ -	\$ -	
		GATE VALVE & BOX 10IN	EA	0	\$ 7,500.00	\$ -	\$ -	
		GATE VALVE & BOX 16IN	EA	0	\$ 17,200.00	\$ -	\$ -	
		GATE VALVE & BOX 24IN	EA	0	\$ 75,000.00	\$ -	\$ -	
		HYDRANT-INSTALL 5IN	EA	15	\$ 7,500.00	\$ 112,500	\$ 178,523.36	
		REMOVE HYDRANT	EA	15	\$ 2,000.00	\$ 30,000	\$ 47,606.23	
		WATER SERVICE LINE 1IN	LF	500.00	\$ 75.00	\$ 37,500	\$ 59,507.79	
		TEMPORARY WATER SERVICE	L SUM	1	\$ 25,000.00	\$ 25,000	\$ 39,671.86	
		WATERMAIN 6IN PVC	LF	0	\$ 150.00	\$ -	\$ -	
		WATERMAIN 8IN PVC	LF	0.00	\$ 200.00	\$ -	\$ -	
		WATERMAIN 10IN PVC	LF	0	\$ 225.00	\$ -	\$ -	
		WATERMAIN 16IN PVC	LF	0	\$ 250.00	\$ -	\$ -	
		24IN WATERMAIN	LF	0.00	\$ 300.00	\$ -	\$ -	
		CURB STOP & BOX 1IN	EA	0	\$ 2,000.00	\$ -	\$ -	
		CONNECT TO EXISTING MAIN	EA	0	\$ 2,000.00	\$ -	\$ -	
		12IN SANITARY SEWER PIPE	LF	4,060.00	\$ 225.00	\$ 913,500	\$ 1,449,609.69	
		15IN SANITARY SEWER PIPE	LF	0.00	\$ 250.00	\$ -	\$ -	
		18IN SANITARY SEWER PIPE	LF	0.00	\$ 300.00	\$ -	\$ -	
		30IN SANITARY SEWER PIPE	LF	0.00	\$ 400.00	\$ -	\$ -	
		6IN SEWER SERVICE PIPE	LF	500	\$ 150.00	\$ 75,000	\$ 119,015.57	
		FITTING-DUCTILE IRON	LBS	5000	\$ 12.00	\$ 60,000	\$ 95,212.46	
					\$ 1,595,640	Non Participating	\$ 2,532,080.14	
					\$ 319,128	20% Contingency	\$ 506,416.03	
					\$ 1,914,768	Total	\$ 3,038,496.17	
					\$ 11,735,251	Grand Total	\$ 18,622,368.80	
							\$ -	
							\$ -	
							\$ -	
					\$ 9,820,483	Fed Aid Eligible	\$ 15,583,872.63	
					\$ 7,947,717	Federal	\$ 12,612,028.12	
					\$ 890,718	State	\$ 1,413,457.25	
					\$ 982,048	City	\$ 1,558,387.26	
							\$ -	
					\$ 1,914,768	NP	\$ 3,038,496.17	

**URBAN REGIONAL  
PROJECT SCOPING WORKSHEET**

**Date:** 12-2-24

**Priority #:** 5

**City:** Fargo

**County:** Cass

**Street:** 52<sup>nd</sup> Avenue S – Timber Parkway to University Drive

**Length:** 5836'

**Proposed Improvement:** Concrete pavement repair.

**Cost Estimate (in \$1,000's)**

Preliminary Engineering:	750
Construction Engineering:	750
ROW:	0
Utility Relocations:	0
Construction Cost (Participating):	10,859
Bridge Cost:	0
<u>Non-Participating Costs:</u>	<u>0</u>
<b>Total:</b>	<b>12,359</b>

**Existing Road**

**Surface Width:** 86'

**Surface Type:** Concrete

**ADT Present:** 21,580

**ADT Year:** 2022

**On-Street Parking Situation:**

Existing:	<u>None</u>	One Side	Both Sides	Angle	Parallel
Proposed:	<u>None</u>	One Side	Both Sides	Angle	Parallel

**Proposed Improvements**

**Travel Way Width:** 11' lanes

**ADT Design:** NA

**Design year:** NA

**No. of Lanes:** 5 lanes

**Design Speed:** 40 mph

**Roadway Width:** 86'

**Maximum Curve:** NA

**Maximum Grade:** NA

**Min. R/W Width:** 130'

**Right of Way**

<b>Will Additional ROW or easement be acquired?</b>	Yes	<b><u>No</u></b>
<b>ROW acquisition by:</b>	City	<b><u>NDDOT</u></b>
<b>Has any ROW easements been acquired since 7-1-72:</b>	<b><u>Yes</u></b>	No
<b>ROW Condemnation by:</b>	City	<b><u>NDDOT</u></b>
<b>Est. No. of occupied family dwelling to be displaced?</b>	0	
<b>Est. No. business to be displaced?</b>	0	

**Impacts**

**Will there be any additional Impacts (Cultural and Environmental Resources):** None anticipated

**Will there be any impacts to 4(f) or 6(f) properties:** No

**Airports:** No

**Public Hearings:** No

**Environmental Classification (Cat-Ex, EA, EIS):** Environmental Checklist anticipated

**Transportation Enhancements:** Sidewalk on one side, shared use path on the other exist today, no changes anticipated.

**Intermodal:** No

**Pedestrian Needs:** No.

**Highway/Railroad Crossings:** No

RR Name:

No. of Crossings:

No. of Tracks & Type of Crossing:

Daily Train Movements:

Train Speed:

Present Protection:

Proposed Protection:

**Purpose and Need Statement**

This roadway section is 16 years old. The roadway is a concrete urban section with dowel bars. The purpose and need of the project is to repair broken and cracked panels now to prevent additional and more expensive repairs in the future.

### **Existing Conditions**

**When was the current street section built?**

2008.

**Has there been any additional maintenance to the street section?**

No.

**How many driving lanes and turning lanes does the street section currently have and what is the widths of the driving and turning lanes?**

There are between 5 and 7 driving lanes on this roadway and the widths of each driving lane is 11'.

**If the pavement section is asphalt, is there any alligator cracking, longitudinal cracking, transverse cracking, raveling, bituminous patching or rutting?**

NA

**If the pavement section is concrete, are there any broken slabs, faulting, bituminous patching, joint spalling, transverse cracking, or longitudinal cracking?**

The concrete pavement is in decent condition with a few broken slabs and corner cracks.

**Any existing geometric concerns?**

No.

**Are there any access points to adjoining properties that present a special concern?**

No.

**Are there any existing sidewalks or shared use path in place?**

Yes, and they are in good condition.

**What is the condition of the existing storm sewer?**

Good condition.

**Will any additional storm sewer work need to be done along with this project?**

None anticipated.

**What is the condition of the city's water and sewer line?**

Good condition.

**Will any work have to be done to the city's water and sewer lines along with this project?**

None anticipated.

**Describe the existing lighting system currently in place? What type of standards and luminaires are currently being used?**

40' high highway poles with LED fixtures. The plan would be to leave them as-is.

**What intersections currently have traffic signals? Are there any locations that have a high accident rate? Are additional turning lanes needed?**

There are 4 traffic signals along the corridor, no high crash rates along the corridor and no additional turn lanes are needed.

**Remarks:**

City Engineer: \_\_\_\_\_

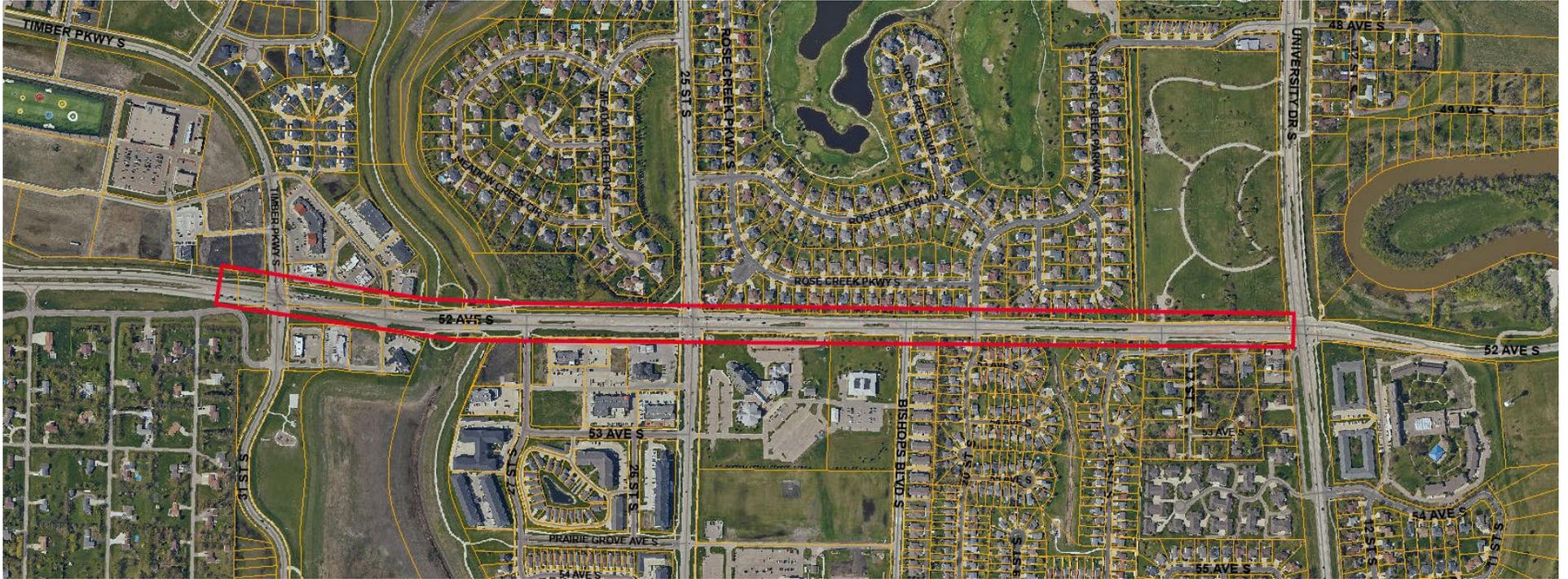
Date: \_\_\_\_\_

District Engineer: \_\_\_\_\_

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

**Note:** Please attach a map showing location and extent of the project, detailed cost estimate, and any additional supporting documents.

Project Location Map – 52<sup>nd</sup> Avenue S – Timber Parkway to University Drive





**ENGINEER'S PRELIMINARY ESTIMATE**  
**Concrete Pavement Repair**  
**52nd Ave S from Timber Parkway to University Drive**  
**Estimated 2029 Bid Prices**

Line	Name	Quantity	Unit	Unit Value \$	Extended Value \$
<b>Paving</b>					
	Mobilization	1	LS	\$ 428,457.00	\$ 428,457
	Temp Safety Fence	350	LF	\$ 8.00	\$ 2,800
	Remove Pavement	8418	SY	\$ 71.00	\$ 597,678
	Repair Inlet	28	EA	\$ 5,656.00	\$ 156,106
	Modify Inlet Type A	28	EA	\$ 5,759.00	\$ 158,948
	Topsoil Import	166	CY	\$ 88.00	\$ 14,573
	Boulevard Grading	304	SY	\$ 36.00	\$ 10,930
	Clean & Seal Concrete Joints	158700	LF	\$ 7.00	\$ 1,110,900
	F&I Curb and Gutter Standard	3726	LF	\$ 100.00	\$ 372,600
	Remove Curb and Gutter	4140	LF	\$ 36.00	\$ 149,040
	Repair Pavement - Partial Depth	690	SF	\$ 196.00	\$ 135,240
	F&I Pavement 11" Thick Doweled Concrete	8418	SY	\$ 299.00	\$ 2,516,982
	Rem & Repl Pavement 7" Thick Reinc Concrete	69	SY	\$ 313.00	\$ 21,597
	F&I Median Nose Conc	207	SY	\$ 324.00	\$ 67,068
	F&I Sidewalk Curb	414	LF	\$ 93.00	\$ 38,502
	F&I Sidewalk 4" Thick Reinf Conc	1656	SY	\$ 201.00	\$ 332,856
	F&I Sidewalk 6" Thick Reinf Conc	828	SY	\$ 227.00	\$ 187,956
	Remove Sidewalk	2484	SY	\$ 54.00	\$ 134,136
	F&I Impressioned 6" Thick Reinf Conc	690	SY	\$ 340.00	\$ 234,600
	F&I Det Warn Panels Cast Iron	897	SF	\$ 134.00	\$ 120,198
	F&I Casting - Inlet	28	EA	\$ 4,217.00	\$ 116,389
	F&I Casting - Standard Manhole	28	EA	\$ 2,160.00	\$ 59,616
	F&I Casting - Floating	28	EA	\$ 3,908.00	\$ 107,861
	Casting to Grade	83	EA	\$ 1,749.00	\$ 144,817
	GV Box to Grade	41	EA	\$ 1,029.00	\$ 42,601
	Repair Pavement - Patch Asphalt	138	SY	\$ 258.00	\$ 35,604
	F&I Traffic Surface Gravel	345	Ton	\$ 78.00	\$ 26,910
	Mill/Grind Conc Pavement	27600	SY	\$ 19.00	\$ 524,400
	Mulching Type 1 Hydro	2484	SY	\$ 4.00	\$ 9,936
	Seeding Type C	2484	SY	\$ 4.00	\$ 9,936
	Stormwater Management	1	LS	\$ 11,826.00	\$ 16,320
	Inlet Protection - Existing	69	EA	\$ 309.00	\$ 21,321
	Traffic Control	1	LS	\$ 722,367.00	\$ 996,866
	Construction Signing	276	SF	\$ 28.00	\$ 7,728
	Flagging	2070	MHR	\$ 88.00	\$ 182,160
	Traffic Control - Changeable Message Board	6	EA	\$ 10,345.00	\$ 57,104
	F&I Rock Mulch	41	Ton	\$ 283.00	\$ 11,716
<b>Paving</b>					<b>\$ 9,162,452</b>
<b>Signing</b>					<b>\$ 25,708</b>
<b>Pavement Marking</b>					<b>\$ 556,993</b>
<b>Street Lights</b>					<b>\$ 257,074</b>
<b>Traffic Signals</b>					<b>\$ 856,913</b>
<b>Total Construction Cost</b>					<b>\$ 10,859,140</b>

**URBAN REGIONAL  
PROJECT SCOPING WORKSHEET**

**Date:** 12-2-24

**Priority #:** 6

**City:** Fargo

**County:** Cass

**Street:** 19<sup>th</sup> Avenue N – 18<sup>th</sup> Street to Dakota Drive

**Length:** 3470'

**Proposed Improvement:** Full street reconstruction between 18th Street and Dakota Drive. Current roadway is a 4-lane roadway save the areas near the intersections of Dakota Drive and 18<sup>th</sup> Street, where the roadway transitions to a 5-lane roadway. We would match this section, but east of Dakota Drive we would plan to add a 4' gore area on the centerline to provide a buffer distance between directions.

**Cost Estimate (in \$1,000's)**

Preliminary Engineering:	1,500
Construction Engineering:	1,500
ROW:	0
Utility Relocations:	0
Construction Cost (Participating):	12,793
Bridge Cost:	0
<u>Non-Participating Costs:</u>	<u>3,087</u>
<b>Total:</b>	<b>18,880</b>

**Existing Road**

**Surface Width:** 50'

**Surface Type:** Asphalt over concrete

**ADT Present:** 17,360

**ADT Year:** 2022

**On-Street Parking Situation:**

Existing:	<u>None</u>	One Side	Both Sides	Angle	Parallel
Proposed:	<u>None</u>	One Side	Both Sides	Angle	Parallel

**Proposed Improvements**

**Travel Way Width:** 11' lanes

**ADT Design:** 25,400

**Design year:** 2045

**No. of Lanes:** 4 lane between Dakota Drive and 18<sup>th</sup> Street, but up to 5 lanes at intersections

**Design Speed:** 50 mph

**Roadway Width:** 50' - 72'

**Maximum Curve:** NA

**Maximum Grade:** NA

**Min. R/W Width:** 200'

### Right of Way

<b>Will Additional ROW or easement be acquired?</b>	Yes	<u>No</u>
<b>ROW acquisition by:</b>	City	<u>NDDOT</u>
<b>Has any ROW easements been acquired since 7-1-72:</b>	<u>Yes</u>	No
<b>ROW Condemnation by:</b>	City	<u>NDDOT</u>
<b>Est. No. of occupied family dwelling to be displaced?</b>	0	
<b>Est. No. business to be displaced?</b>	0	

### Impacts

**Will there be any additional Impacts (Cultural and Environmental Resources):** None anticipated

**Will there be any impacts to 4(f) or 6(f) properties:** No

**Airports:** Hector International Airport adjacent, but no impacts anticipated

**Public Hearings:** No

**Environmental Classification (Cat-Ex, EA, EIS):** Documented Cat-Ex anticipated

**Transportation Enhancements:** Shared use path on north side, the plan is to replace.

**Intermodal:** This is a heavily used route to get to the Fargo International Airport.

**Pedestrian Needs:** No

**Highway/Railroad Crossings:** No

RR Name:

No. of Crossings:

No. of Tracks & Type of Crossing:

Daily Train Movements:

Train Speed:

Present Protection:

Proposed Protection:

### Purpose and Need Statement

To replace a pavement that has lived its useful life and to improve safety along this important corridor in north Fargo.

### **Existing Conditions**

#### **When was the current street section built?**

The current section was built in 1981.

#### **Has there been any additional maintenance to the street section?**

In 2023 we added a 2" asphalt overlay on it.

#### **How many driving lanes and turning lanes does the street section currently have and what is the widths of the driving and turning lanes?**

Current roadway is a 4-lane roadway save the areas near the intersections of Dakota Drive and 18th Street, where the roadway transitions to a 5-lane roadway. All lanes are 12' wide lanes.

#### **If the pavement section is asphalt, is there any alligator cracking, longitudinal cracking, transverse cracking, raveling, bituminous patching or rutting?**

NA

#### **If the pavement section is concrete, are there any broken slabs, faulting, bituminous patching, joint spalling, transverse cracking, or longitudinal cracking?**

The current section is concrete, and there are broken slabs, faulting, joint spalling all throughout the corridor.

#### **Any existing geometric concerns?**

No.

#### **Are there any access points to adjoining properties that present a special concern?**

No.

#### **Are there any existing sidewalks or shared use path in place?**

There is an 8' asphalt path between 18th Street and Dakota Drive. This will be replaced as part of the project as it is in disrepair.

#### **What is the condition of the existing storm sewer?**

Good condition with minimal work anticipated.

**Will any additional storm sewer work need to be done along with this project?**

It is unknown at this time, but will be evaluated as part of the design. This road gets inundated with runoff from the south side between 18th Street and Dakota Drive, and that will be examined as part of this project.

**What is the condition of the city’s water and sewer line?**

It appears that the existing sanitary sewer line is in good condition, but the existing watermain between 18th Street and Dakota Drive is Asbestos Cement Pipe, so this will be replaced with the project. It is located in the south boulevard.

**Will any work have to be done to the city’s water and sewer lines along with this project?**

Yes, the watermain will be replaced with this project.

**Describe the existing lighting system currently in place? What type of standards and luminaires are currently being used?**

The existing lighting is a mix of pole heights, as near the airport runway they are 12’ spun fiberglass poles, but away from there, they are 40’ poles with high pressure sodium fixtures. We plan on replacing all poles and fixtures, matching the existing heights, and installing LED fixtures on them. We would anticipate to nearly double the amount of poles to improve the light intensity along the corridor.

**What intersections currently have traffic signals? Are there any locations that have a high accident rate? Are additional turning lanes needed?**

There are two traffic signals, one at Dakota Drive, and the other at 18<sup>th</sup> Street. I don’t believe there are high crash rate intersections, and we don’t plan on adding turn lanes.

**Remarks:**

For additional information, please refer to the attached 19th Avenue N Corridor Study that was completed by FM Metro COG and SRF Consulting that was adopted in 2012.

City Engineer: \_\_\_\_\_

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

District Engineer: \_\_\_\_\_

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

**Note:** Please attach a map showing location and extent of the project, detailed cost estimate, and any additional supporting documents.

**Project Location Map – 19<sup>th</sup> Avenue N – Dakota Drive to 18<sup>th</sup> Street**



**Engineer's Opinion of Cost**

19th Ave N - Dakota Drive to 18th St  
12-2-2024

2029 costs

Spec	Code	Item Description	Unit	Quantity	Unit Cost	Total Cost
		CONTRACT BOND	L SUM	0.7	\$ 79,344	\$ 55,541
		REMOVAL OF PAVEMENT	SY	24,277.00	\$ 35	\$ 847,540
		REMOVAL OF PIPE ALL TYPES AND SIZES	LF	0.00	\$ 48	\$ -
		REMOVAL OF MANHOLES	EA	0	\$ 3,967	\$ -
		REMOVAL OF INLETS	EA	12	\$ 1,190	\$ 14,282
		COMMON EXCAVATION-TYPE A	CY	10,000.00	\$ 32	\$ 317,375
		TOPSOIL	CY	2,000.00	\$ 63	\$ 126,950
		WATER	M GAL	500	\$ 29	\$ 14,282
		SEEDING CLASS III	ACRE	3	\$ 11,902	\$ 35,705
		HYDRAULIC MULCH	ACRE	3	\$ 11,902	\$ 35,705
		SALVAGED BASE COURSE	SY	24,277.00	\$ 63	\$ 1,540,982
		10IN NON-REINF CONCRETE PVMT CL AE-DOWELED	SY	24,277.00	\$ 175	\$ 4,237,700
		RAILING	LF	0.00	\$ 238	\$ -
		MOBILIZATION	L SUM	0.7	\$ 396,719	\$ 277,703
		TRAFFIC CONTROL	L SUM	1.00	\$ 158,687	\$ 158,687
		TEMPORARY CURB RAMP	EA	0	\$ 1,587	\$ -
		GEOSYNTHETIC MATERIAL TYPE G	SY	24,277.00	\$ 6	\$ 154,098
		UNDERDRAIN PIPE PVC PERFORATED 4IN	LF	6930	\$ 22	\$ 153,959
		MANHOLE 48IN	EA	0	\$ 12,695	\$ -
		MANHOLE 72IN	EA	0	\$ 23,803	\$ -
		MANHOLE 96IN	EA	0	\$ 47,606	\$ -
		INLET-TYPE 2	EA	6	\$ 10,315	\$ 61,888
		INLET-TYPE 2 DOUBLE	EA	6	\$ 15,075	\$ 90,452
		CURB & GUTTER-TYPE I	LF	6,930.00	\$ 51	\$ 351,905
		SIDEWALK CONCRETE REINF	SY	3,850.00	\$ 103	\$ 397,115
		DRIVEWAY CONCRETE 6IN REINFORCED	SY	1,000.00	\$ 151	\$ 150,753
		DETECTABLE WARNING PANELS	SF	100	\$ 119	\$ 11,902
		Signing	L SUM	1	\$ 23,803	\$ 23,803
		Pavement Markings	L SUM	1	\$ 396,719	\$ 396,719
		INTERIM TRAFFIC SIGNALS	EA	0	\$ 79,344	\$ -
		REMOVE TRAFFIC SIGNAL SYSTEM	EA	1	\$ 15,869	\$ 15,869
		TRAFFIC SIGNAL SYSTEM	EA	1	\$ 555,406	\$ 555,406
		Signal Fiber	L SUM	1	\$ 158,687	\$ 158,687
		Street Lighting	L SUM	1	\$ 476,062	\$ 476,062
		Retaining Wall Repair	L SUM	0	\$ 396,719	\$ -
		AUTUMN BLAZE MAPLE	EA	0	\$ 793	\$ -
		PIPE CONC REINF 12IN CL II-STORM DRAIN	LF	0	\$ 317	\$ -
		PIPE CONC REINF 15IN CL III-STORM DRAIN	LF	0.00	\$ 333	\$ -
		PIPE CONC REINF 18IN CL III-STORM DRAIN	LF	0	\$ 262	\$ -
		PIPE CONC REINF 24IN CL III-STORM DRAIN	LF	0	\$ 397	\$ -
		PIPE CONC REINF 27IN CL III-STORM DRAIN	LF	0	\$ 436	\$ -
		PIPE CONC REINF 30IN CL III-STORM DRAIN	LF	0	\$ 476	\$ -
		PIPE CONC REINF 36IN CL III-STORM DRAIN	LF	0	\$ 555	\$ -
		PIPE CONC REINF 48IN CL III-STORM DRAIN	LF	0	\$ 793	\$ -
		PIPE CONC REINF 54IN CL III-STORM DRAIN	LF	0	\$ 1,190	\$ -

\$ 10,661,069 Total Fed Participating  
 \$ 2,132,214 20% Contingency  
 \$ 12,793,283 Total

**Water and Sanitary Sewer - Non-Federal Aid Eligible**

						Totals
		CONTRACT BOND	L SUM	0.3	\$ 79,344	\$ 23,803
		REMOVAL OF PIPE ALL TYPES AND SIZES	LF	6,566.00	\$ 32	\$ 208,388
		REMOVAL OF MANHOLES	EA	4	\$ 3,174	\$ 12,695
		MOBILIZATION	L SUM	0.3	\$ 396,719	\$ 119,016
		MANHOLE SANITARY	EA	4	\$ 11,902	\$ 47,606
		REMOVE GATE VALVE & BOX	EA	5	\$ 793	\$ 3,967
		GATE VALVE & BOX 6IN	EA	0	\$ 5,237	\$ -
		GATE VALVE & BOX 8IN	EA	0	\$ 7,617	\$ -
		GATE VALVE & BOX 10IN	EA	0	\$ 11,902	\$ -
		GATE VALVE & BOX 16IN	EA	5	\$ 27,294	\$ 136,471
		GATE VALVE & BOX 24IN	EA	0	\$ 119,016	\$ -
		HYDRANT-INSTALL 5IN	EA	8	\$ 11,902	\$ 95,212
		REMOVE HYDRANT	EA	8	\$ 3,174	\$ 25,390
		WATER SERVICE LINE 1IN	LF	0.00	\$ 119	\$ -
		TEMPORARY WATER SERVICE	L SUM	0	\$ 39,672	\$ -
		WATERMAIN 6IN PVC	LF	0	\$ 238	\$ -
		WATERMAIN 8IN PVC	LF	0.00	\$ 317	\$ -
		WATERMAIN 10IN PVC	LF	0	\$ 357	\$ -
		WATERMAIN 16IN PVC	LF	2804	\$ 397	\$ 1,112,399
		24IN WATERMAIN	LF	0.00	\$ 476	\$ -
		CURB STOP & BOX 1IN	EA	0	\$ 3,174	\$ -
		CONNECT TO EXISTING MAIN	EA	2	\$ 3,174	\$ 6,347
		12IN SANITARY SEWER PIPE	LF	0.00	\$ 357	\$ -
		15IN SANITARY SEWER PIPE	LF	0.00	\$ 397	\$ -
		18IN SANITARY SEWER PIPE	LF	0.00	\$ 476	\$ -
		36IN SANITARY SEWER PIPE	LF	1,082.00	\$ 635	\$ 686,799
		6IN SEWER SERVICE PIPE	LF	0	\$ 238	\$ -
		FITTING-DUCTILE IRON	LBS	5000	\$ 19	\$ 95,212

\$ 2,573,307 Non Participating  
 \$ 514,661 20% Contingency  
 \$ 3,087,969 Total  
 \$ 15,881,252 Grand Total

\$ 12,793,283 Fed Aid Eligible  
 \$ 10,353,604 Federal  
 \$ 1,279,328 State  
 \$ 1,160,351 City  
 \$ 3,087,969 NP

**To:** Policy Board members  
**From:** Ben Griffith, AICP, Executive Director  
**Date:** December 12, 2024  
**Re:** **2025 NDDOT-Metro COG CPG Contract**

NDDOT has changed their CPG contract requirements to an annual contract for the distribution of Consolidated Planning Grant (CPG) funds as detailed in the 2025-2026 Unified Planning Work Program (UPWP). The total expected amount of CPG funds for 2025 is \$1,720,254.33, as shown at the bottom of page 2 of the attached draft contract, which coincides with the amount shown on page 22 of the adopted UPWP. These CPG funds also require a local 20% match.

The attached contract has been prepared by NDDOT and was forwarded early for signatures to help expedite the process. Last year, there were some delays in receiving approvals from FHWA which caused delays in authorization of funds for the MPOS. Metro COG staff has prepared a Resolution acknowledging the entire Policy Board's approval, which, when executed, will be forwarded to NDDOT following the Policy Board meeting.

At their regularly scheduled meeting on December 2, 2024, the Executive Committee recommended approval of the Contract and authorized placement onto the Policy Board Consent Agenda.

**Requested Action:** Approval of the 2025 NDDOT-Metro COG CPG Contract and authorize the Chair and Executive Director to execute said Contract.

**MEMO TO:** Ronald J. Henke, P.E.  
Director

**FROM:** Will Hutchings, AICP

**DATE:** 11/21/2024

**SUBJECT:** 38241564: Fargo-Moorhead Metro COG 2025 UPWP Contract

MPO UPWP contracts utilize either a 1-year or 2-year rolling UPWP supplemented with an annual contract. These contracts help us with the subrecipient monitoring requirements of 2 CFR 200. This contract is for calendar year 2025 and utilizes the Fargo-Moorhead Metro COG 2025-2026 UPWP.

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

If you have any questions, contact Will Hutchings, Local Government Division, 701-328-6421.

38/wrh

Contract Routing:  
Stacey Hanson;  
Derek Pfeifer;  
Nicole Lagasse;  
Ben Griffith, FM Metro COG Executive Director;  
FM Metro COG Policy Board Chairperson;  
FM Metro COG Witness  
Will Hutchings;  
Clint Morgenstern;  
Chad Orn;  
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.: Hutchings, Will Telephone: 701-328-6421

Subrecipient/LPA Name: Fargo-Moorhead Metropolitan Council of Governments

Subrecipient Unique Entity Identifier (UEI) No.: KVFQQJY8ZGB7

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: 2025**



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, 2025 to December 31, 2025.
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 \$1,720,254.33. 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. **CERTIFICATION:** In accordance with 2 CFR 200.415(b), subrecipients under the Federal award must certify to the pass-through entity whenever applying for funds, requesting payment, and submitting financial reports: "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of US Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812." Each such certification must be maintained pursuant to the requirements of 2 CFR 200.334.
5. **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 15% 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.
6. **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.
  7. **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.
  8. **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.
  9. **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.
  10. **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.
  11. **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.”

12. **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.

13. **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.

14. **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.
- Annual Mid-Year Review.
- Require submittal of quarterly progress reports.
- Perform site visit or desk review of select area as deemed necessary.
- Require training in area deemed necessary.

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.

15. **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.

16. **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.

17. **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.

18. **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.

**19. 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.

**20. 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.



21. **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.
22. **CIVIL RIGHTS:** Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into, and made a part of this agreement.
23. **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.
24. **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.

25. **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.

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

27. **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.

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

29. **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 less than \$1,000,000 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.



30. **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.
31. **MANDATORY DISCLOSURES:** An applicant, recipient, or subrecipient of a Federal award must promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 USC 3729-3733). Disclosures shall be in accordance with 2 CFR 200.113.
32. **INDEMNIFICATION:** The Risk Management Appendix, attached, is hereby incorporated, and made a part of this agreement.
33. **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.
34. **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."
35. **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.



- 36. 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.
- 37. CYBERSECURITY:** The subrecipient shall take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information in accordance with 2 CFR 200.303.
- 38. 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.
- 39. 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](http://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](http://www.sam.gov).
- 40. 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.

41. **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.

42. **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.

43. **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.

Fargo-Moorhead Metropolitan Council of  
Governments (Metro COG)  
Case Plaza, Suite 232  
1 - 2nd Street North  
Fargo, North Dakota 58102

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

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



EXECUTED the date last below signed.

WITNESS:

Ben Griffith

NAME (TYPE OR PRINT)

Ben Griffith  
SIGNATURE

11/27/24

DATE

SUBRECIPIENT:

Jenny Mongeau

NAME (TYPE OR PRINT)

Jenny Mongeau  
SIGNATURE

\* FM Metro COG Policy Board Vice Chair for Chair

TITLE

11/26/24

DATE

APPROVED as to substance by:

Derek Pfeifer

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

Derek Pfeifer SH  
SIGNATURE

11/26/24

DATE

\* Policy Board Chairperson

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION:

Chad Orn

for the DEPUTY DIRECTOR FOR PLANNING (TYPE OR PRINT)

Chad Orn M  
SIGNATURE

12/10/24

DATE

CLA 1029 (Div. 38)

L.D. Approved 10-28-14; 11-24

ATTORNEY GENERAL

APPROVED as to Execution

Clint Morgentstern

12/03/24

Special Asst Attorney General



Project

### CERTIFICATION OF LOCAL MATCH

It is hereby certified that the FM Metro COG 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:** Local match will be provided on a per-project, pro-rata basis by the FM Metro COG regional member jurisdictions and occasionally by other non-governmental organizations such as advocacy groups and non-member governmental agencies.

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

**ATTEST:**

Ben Griffith  
\_\_\_\_\_  
MPO (TYPE OR PRINT)

*Ben Griffith*  
\_\_\_\_\_  
SIGNATURE

11/27/24  
\_\_\_\_\_  
DATE

**APPROVED:**

Subrecipient of FM Metro COG  
\_\_\_\_\_

Jenny Mongeau  
\_\_\_\_\_  
NAME (TYPE OR PRINT)

*Jenny Mongeau*  
\_\_\_\_\_  
SIGNATURE

\* FM Metro COG Policy Board Vice Chair for Chair  
\_\_\_\_\_  
TITLE

11/26/24  
\_\_\_\_\_  
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.*).



## 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



Appendix B

**Required Federal Contract Provisions**

**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(b) and 2 CFR Part 200 Appendix II (C)**

## Appendix B

### 41 FR 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.
- (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)

## Appendix B

- (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**

- (a) 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.*).

- (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.

## Appendix B

### **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.

**To:** Policy Board members  
**From:** Ben Griffith, AICP, Executive Director  
**Date:** December 12, 2024  
**Re:** **2025 MnDOT-Metro COG State Planning Agreement**

The State of Minnesota provides funding to Minnesota MPOs for transportation planning purposes. The amount of Consolidated Planning Grant (CPG) funds transferred from MnDOT to NDDOT for 2025, totals \$340,057, which includes \$67,609 of unused 2024 MN-FTA funding.

Each year, Metro COG is required to enter into a separate agreement with MnDOT for State Transportation Planning Funds, to ensure that those funds are used appropriately and that a 20% local match is provided. Metro COG submits quarterly and year-end reports and invoices MnDOT for approximately ¼ of those funds following the end of each quarter, documenting the nature and amount of work completed. These reports are also submitted to NDDOT. The total amount provided by MnDOT to Metro COG for 2025 is \$30,580, which requires a 20% local match. Minnesota MPOs receive different amounts based on a MnDOT formula, depending chiefly on their populations. Metro COG's amount is based on the population within our planning area in Minnesota.

The MnDOT State Planning Grant Funds and the local match are included in Metro COG's 2025-2026 UPWP. The attached agreement is consistent with those approved in recent years, with some new verbiage inserted that is specific to actions by the Minnesota Legislature earlier this year, including the provision of funding for professional development and training of staff. Metro COG staff recommends approval of the Agreement.

At their regularly scheduled meeting on December 2, 2024, the Executive Committee, recommended approval of the Agreement and authorized placement onto the Policy Board Consent Agenda.

**Requested Action:** Approval of the 2025 MnDOT-Metro State Planning Agreement and authorize the Chair and Executive Director to execute said Agreement.

STATE OF MINNESOTA  
GRANT AGREEMENT

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

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**RECITALS**

1. Minnesota Statutes § 174.01 authorizes the State to enter into this agreement.
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 [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

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**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, 2025, or the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat. §16B.98](#) Subd. 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, 2025, 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: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 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) 2025 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 2026 UPWP delineating the activities and expenditures of CY 2026 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 [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
  - 2.3 Grantee will submit written progress 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 4.2 if a progress report is past due unless Grantee has been given a written extension by the State.

2.4 **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.

### 3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

### 4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

4.1.1 **Compensation.** Grantee will be paid a lump sum of \$30,580.00. 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 **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. For bi-state MPOs, both of the states within the MPO's metropolitan planning area will be considered home states. 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 9 of this contract.

4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$30,580.00.

#### 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 against the approved grant budget, grant expenditures to-date, and the latest written progress report before approving payment. 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 timely and according to the following schedule: 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. Audits will be conducted using the cost principles and procedures set forth in 2 Code of Federal Regulations – (CFR) part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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.

4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least one monitoring visit and conduct annual financial reconciliations of Grantee's expenditures.

4.2.4.1 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.

4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.2.5 **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.

4.2.6 **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.

4.3 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State 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 ten business days.

## 5 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.

## 6 Authorized Representatives

6.1 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](mailto:erika.shepard@state.mn.us), or their 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.

6.2 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](mailto:griffith@fmmetrocog.org), or their successor. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

## 7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 **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.

7.2 **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.

7.3 **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.

7.4 **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.

7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

## 8 **Liability**

In the performance of this agreement, and to the extent permitted by law, 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.

## 9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.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.

## 10 **Government Data Practices and Intellectual Property Rights**

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 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 [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, 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.

### 10.2 **Intellectual Property Rights.**

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

### 10.2.2 **Obligations**

10.2.2.1 **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.

- 10.2.2.2 **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 [Minn. Stat. §176.181](#), Subd. 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 or Commissioner of Administration.** The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal

offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**14.3 Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

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

**15 Data Disclosure**

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

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

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

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

- 19 **Telecommunications Certification.** By signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.
- 20 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee’s compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.
- 21 **Additional Provisions**  
[Intentionally left blank.]

**[The remainder of this page has intentionally been left blank.]**

**STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.*

Signed: \_\_\_\_\_

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

SWIFT Contract No(s). \_\_\_\_\_

SWIFT PO No(s). \_\_\_\_\_

**GRANTEE**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

(with delegated authority)

Title: \_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION**

**CONTRACT MANAGEMENT**

By: \_\_\_\_\_

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

**EXHIBIT 1  
Financial Assistance**

Legal Name	Fargo-Moorhead Council of Governments
Contract Number	1058202
Contract Type / Program	State Metropolitan Planning Grant

<b>Project Description</b>	
Metropolitan Planning Grant – State Planning Assistance	
Total State Award	\$30,580.00
Required Local Match	\$7,645.00

**EXHIBIT 2**  
**Invoices**



**Greater Minnesota Metropolitan Planning Organization**  
**Request for State Funds**  
**Calendar Year 2025**

**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 =	\$9,556.25
<input type="checkbox"/> First quarter (January 1 – March 31)	<input type="checkbox"/> Third quarter (July 1 – September 30)	Local Match (20%) =	\$1,911.25
<input type="checkbox"/> Second quarter (April 1 – June 30)	<input type="checkbox"/> Fourth quarter (October 1 – December 31)	State Funds (80%) =	\$7,645.00
<b>Amount of Requested State Planning Funds:</b>			<b>\$7,645.00</b>

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

Signature: \_\_\_\_\_  
Recipient Agency Authorized Representative

Date \_\_\_\_\_

**MnDOT**

\_\_\_\_\_  
Approval of MnDOT District Representative

Date \_\_\_\_\_

\_\_\_\_\_  
Approval by MnDOT OTSM MPO Planning Program Coordinator

Date \_\_\_\_\_

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

**To:** Policy Board members  
**From:** Ben Griffith, AICP, Executive Director  
**Date:** December 12, 2024  
**Re:** **Assistant Transportation Planner Employment Offer**

With the departure of Chelsea Levorsen last month, we have a vacant Assistant Transportation Planner position at Metro COG. I discussed invoking Section 4.04 of Metro COG's Personnel Policies Manual with the Executive Committee to internally recruit a replacement for the vacant position. The policy states:

#### **4.04 Internal Recruitment**

At the request of the Executive Director, Metro COG may open employment opportunities to only existing employees of Metro COG who meet the requirements of the position. It is the policy of Metro COG to promote employees to higher positions based on merit, so far as possible. Each promotional determination shall consist in part of a rating by the Executive Director regarding the applicant's performance in his or her present position and his or her predicted performance in the position for which he or she is applying.

We currently have a Transportation Planning Intern, Aiden Jung, who has expressed an interest in the position. Since starting with us in July of this year, Aiden has proven to be a quick learner with a strong work ethic and a positive, upbeat, "can-do" attitude. He has been actively involved with several projects and tackles any and every task assigned. He is currently enrolled in the Landscape Architecture program at NDSU and following this semester, will need to complete two more classes to earn his bachelor's degree in May.

The lack of a bachelor's degree is the only requirement for the position that Aiden is unable to meet at this time. For this reason, I propose offering him the Assistant Transportation Planner position, starting on January 2, 2025, but at the lower classification of Grade 12/Step 1 until such time as he has both graduated and completed the mandatory 6-month probationary period. At that time, Aiden would be reclassified to the regular Grade 13/Step 1 for the position.

At their regular meeting on December 2, 2024, the Executive Committee unanimously recommended approval of the employment offer to Aiden Jung.

**Requested Action:** Authorize the Executive Director to extend an offer of employment to Aiden Jung as Assistant Transportation Planner at Grade 12, Step 1, advancing to Grade 13/Step 1 upon successful completion of his bachelor's degree and the mandatory 6-month probationary period.

12/19/2024

Mr. Aiden Jung  
1638 – 8<sup>th</sup> Avenue S  
Fargo, ND 58103

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

Dear Mr. Jung:

Thank you for your interest in the Assistant Transportation Planner position at Metro COG. As we have discussed, we believe your education, experience, skills, and interests will make a great addition to the organization. We are happy to offer you the position of Assistant Transportation Planner and look forward to your starting in the position on Thursday, January 2, 2025. The following are terms of employment for your consideration:

1. You will hold the title of Assistant Transportation Planner with an annualized salary of \$62,455 (Grade 12/Step 1), which is slightly less than the regular classification of Grade 13/Step 1 for this position. This will be addressed in more detail in term #9 on the following page of this offer letter. 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 1<sup>st</sup> after receiving feedback on the annual salary adjustments being implemented by the local jurisdictions in our region.
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. A salary increase may also be considered after a six-month review, depending upon performance.
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 2025.
5. On-the-job training will be provided as well as opportunities to participate in on-line training and attendance at regional or national conferences and/or training opportunities. At this time, Metro COG's budget allows us to provide at least one out-of-town training opportunity per year – typically that would include the annual conference of APA Minnesota or another regional or national conference, depending on location.
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. In addition to the successful completion of your probationary period, Metro COG is placing the condition that you complete your bachelor's degree at NDSU within the six-month probation period. Upon the successful completion of both the probationary period and your bachelor's degree, you will be reclassified at a Grade 13/Step 1 Assistant Transportation Planner and receive the appropriate increase in salary reflective of the Grade 13/Step 1, which is currently \$67,394.
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 (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 below 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](mailto:griffith@fmmetrocog.org), 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  
**From:** Paul Bervik, Assistant Transportation Planner  
**Date:** December 12, 2024  
**Re:** **2025-2028 Transportation Improvement Program (TIP) Amendment 2**

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) held a public meeting both in person and via Zoom Video Communications on Thursday, December 12, 2024 at 10:00 AM to consider public comments regarding a proposed amendment to the 2025-2028 Transportation Improvement Program (TIP) for the FM Metropolitan Area. The proposed amendment to the 2025-2028 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, November 27, 2024, which advertised the public meeting, detailed how to request more information, and provided information on how to make public comments regarding the proposed amendment. The public notice advertised that public comments will be accepted until 12:00 noon on Thursday, December 12, 2024. As of the writing of this memo, no written comments have been received.

The proposed amendment to the 2025-2028 TIP is as follows:

1. **Modification of Project 5250035:** Moorhead MATBUS purchase of one (1) class 400 bus and related equipment (2025). Update funding source.
2. **New Project 8251043:** MnDOT districtwide guard rail installation. (2025)
3. **New Project 8251044:** MnDOT installation of a NEVI charging station along I-94. (2025)

Metro COG staff presented the information contained in Amendment 2 to the TTC at their regularly scheduled meeting on December 12, 2024. The TTC did not have 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 2 to the Metro COG 2025-2028 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 2 - 2025-2028 Metro COG TIP

Existing projects with no change in cost

Moorhead Transit	5250035 TRF-0034-25J	2025	Transit			CITY OF MOORHEAD; PURCHASE ONE (1) CLASS 400 BUS AND RELATED EQUIPMENT	Transit Capital	\$225,000	FTA 5310 <del>FTA 5307</del>	Local	\$191,250 \$33,750
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Amendment 2 - 2025-2028 Metro COG TIP

New project

MNDOT	8251043 8824-235	2025	Various Locations			ON US 10 AND I-94, DISTRICTWIDE GUARDRAIL REPAIR, VARIOUS LOCATIONS	Safety	\$500,000	STBGP	State	\$407,100 \$92,900
MNDOT	825044 8824-260	2025	I-94		Within 1 miles of 22, 24, or 38	**NEVI**DISTRICTWIDE INSTALL NEVI CHARGING STATION WITHIN 1 MILE FROM EXIT 22, 24, OR 38 ON I94	New Construction	\$820,000	NEVI	State Local	\$656,000 \$82,000 \$82,000



**To:** Policy Board  
**From:** Karissa Beierle Pavek  
**Date:** December 12, 2024  
**Re:** **MnDOT Federal Functional Classification Update**

The City of Moorhead initiated a request to update the Federal Functional Classification of 40<sup>th</sup> Avenue S, Moorhead. Fargo-Moorhead Metropolitan Council of Governments (Metro COG) is the primary contact for processing local requests to the state DOT and Federal Functional Classification System. An initial investigation found that changes were necessary to reflect the current function of the roadway and to ensure federal funding guidelines are met for upcoming projects of urban development. Multiple factors were considered, and changes are warranted. These changes fall within the Federal Functional Classification guideline.

The table below states the changes that will be submitted to MnDOT and the Federal Functional Classification system on behalf of The City of Moorhead:

**Table 1**

Change	Road Name	Segment	Proposed FFC
1	40 <sup>th</sup> Ave S	From 16 <sup>th</sup> St S to 28 <sup>th</sup> St S	Major Collector
2	40 <sup>th</sup> Ave S	From 28 <sup>th</sup> St S to 40 <sup>th</sup> St S	Major Collector
3	40 <sup>th</sup> St S	From 40 <sup>th</sup> Ave S to 34 <sup>th</sup> St S	Major Collector
4	34 <sup>th</sup> Ave S	From 40 <sup>th</sup> St S to Hwy 52	Major Collector

Metro COG staff presented the information above to the TTC at their regularly scheduled meeting on December 12, 2024. The TTC did not have additional comments or questions and unanimously recommended the Policy Board approve the request.

**Requested Action:** Approval of the changes to the Federal Functional Classification of 40<sup>th</sup> Avenue S in Moorhead and authorize the Chair to sign the MnDOT Change Request Form.

**Date Request Initiated:** September 3, 2024

**Local Government Requesting Change:** The City of Moorhead

**Instructions:** Complete the following information for each roadway segment that requires a change in functional classification. Use additional sheets as necessary.

#	Description of Road Segment	Reason for Change
1	Road No. & Termini: <u>40th Ave S from 16th St S to 28th St S</u> Mileage: <u>0.625085 miles</u> Current FC: <u>Minor Collector</u> Proposed FC: <u>Major Collector</u> State Proj # (if applicable): Circle one: Proposed Rd/ <b>Existing Rd</b>	Roadway has significant AADT, connection to various community spaces and crosses a Minor Collector.
2	Road No. & Termini: <u>40th Ave S from 28th St S to 40th St S</u> Mileage: <u>0.868831 miles</u> Current FC: <u>Local</u> Proposed FC: <u>Major Collector</u> State Proj # (if applicable): Circle one: Proposed Rd/ <b>Existing Rd</b>	This road segment has significant AADT, Speed Limit of 40 mph, limited access to neighborhoods and connection to various community spaces.
3	Road No. & Termini: <u>40th St S from 40th Ave S to 34th Ave S</u> Mileage: <u>0.868831 miles</u> Current FC: <u>Minor Collector</u> Proposed FC: <u>Major Collector</u> State Proj # (if applicable): Circle one: Proposed Rd/ <b>Existing Rd</b>	Upgrade determined based on connectivity of the system and connection to State Hwy 52.
4	Road No. & Termini: <u>34th Ave S from 40th St S to Hwy 52</u> Mileage: <u>0.128283 miles</u> Current FC: <u>Minor Collector</u> Proposed FC: <u>Major Collector</u> State Proj # (if applicable): Circle one: Proposed Rd/ <b>Existing Rd</b>	Upgrade determined based on connectivity of the system and connection to State Hwy 52.

**Summary of Requested Changes:**

For each request, summarize the change in functional classification mileage. Include miles added and miles deleted for each affected classification type.

Request #	Principal Arterial	Major Collector	Minor Collector	Local Road
1		0.625085	- 0.625085	
2		0.868831		- 0.868831
3		0.212793	- 0.212793	
4		0.128283	- 0.128283	
<b>Total</b>	<b>0</b>	<b>1.834992</b>	<b>- 0.966161</b>	<b>- 0.868831</b>

**Describe the impact of these changes on functional classification percentages in the jurisdiction and the plan for maintaining balance.**

This change has no significant change to the overall percentages of the Federal Functional Classification System to this jurisdiction. The percentage of miles classified as Major Collectors increases from 10.98% to 11.50%. This is within the FHWA guidelines of 7-15%.

<b>City Engineer Signature</b>	Date
<b>County Engineer Signature</b>	Date
<b>MPO Board Review Signatures</b>	Date
	Date
<b>District Planner/District State Aid Engineer</b>	Date
<p><b>Next Steps for MnDOT District:</b></p> <ol style="list-style-type: none"> <li>1. Scan Signed Document to PDF format</li> <li>2. Email PDF file to:             <ul style="list-style-type: none"> <li>* City/County and RDC/MPO who initiated the request and any others as appropriate</li> <li>* MnDOT State Aid Contact (As of July 2021, Kim DeLaRosa, State Aid, Kimberlie.delarosa@state.mn.us)</li> <li>* MnDOT Functional Class Change Contact (As of February 2024, Erika Shepard, OTSM, erika.shepard@state.mn.us)</li> </ul> </li> </ol> <p><b>A copy of the map showing the Change in Functional Classification should be attached to the email.</b></p>	

# MnDOT Proposed FFC Change Request

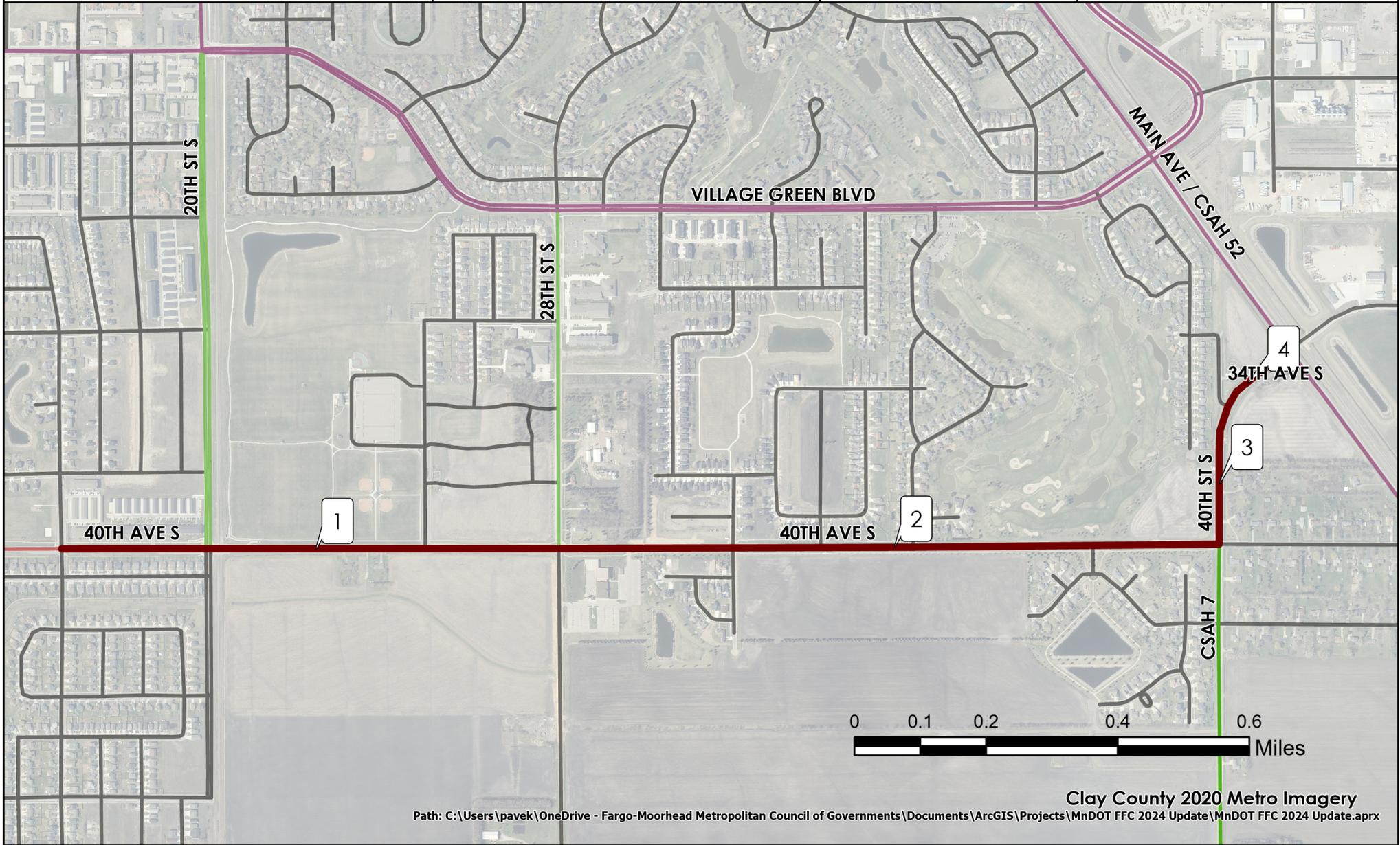


December 2024

Moorhead MN

## Legend

- 7 - Local
- 6 - Minor Collector
- 5 - Major Collector
- 4 - Minor Arterial
- 3 - Principal Arterial - Other
- 2 - Principal Arterial - Other Freeway
- 1 - Principal Arterial - Interstate
- <all other values>





**To:** Policy Board members  
**From:** Ben Griffith, AICP, Executive Director  
**Date:** December 12, 2024  
**Re:** **2025 Employee Salary Adjustment**

Metro COG collected the 2025 salary adjustment information from local jurisdictions throughout the metropolitan area. This information is generally reviewed by the Executive Committee and Policy Board when deliberating an annual salary adjustment for Metro COG staff. Local salary adjustments for 2025 are as follows:

Cass County	2.50%
Clay County	3.00%
City of Fargo	4.50%
City of Moorhead	6.00%
City of West Fargo	2.50%
City of Horace	2.50%
City of Dilworth	3.00%
<b>Average</b>	<b>3.43%</b>

Metro COG's 2025 budget estimate assumed a 3% salary increase for 2025. With a 3% salary adjustment, our total personnel loaded wage amount is approximately \$1,025,470.

Variations of the 3% increase in quarter-percent increments are as follows:

<b>% Salary Increase</b>	<b>Personnel Total Loaded Wages</b>	<b>Difference from Budget Estimate</b>
2.00%	\$1,015,214	-\$10,256
2.25%	\$1,017,778	-\$7,692
2.50%	\$1,020,342	-\$5,128
2.75%	\$1,022,906	-\$2,564
3.00%	\$1,025,470	---
<b>3.25%</b>	<b>\$1,028,034</b>	<b>+\$2,564</b>
3.50%	\$1,030,598	+\$5,128
3.75%	\$1,033,162	+\$7,692
4.00%	\$1,035,726	+\$10,256

Each quarter-percent increase or decrease results in a difference of approximately \$2,564. As a reminder, Metro COG generally follows the City of

Fargo's salary ranges and steps. If a salary adjustment of 3.25% is used, some adjustments will need to be made to our total personnel loaded wage amount in the overhead budget, but we should be within our overall total budgeted amount and would not trigger an amendment to the 2025-2026 UPWP.

At their regularly scheduled meeting on December 2, 2024, the Executive Committee recommended an annual employee salary adjustment of 3.25% for Metro COG employees.

**Requested Action:** Approve 2025 Metro COG Annual Employee Salary Adjustment of 3.25%.

**To:** Policy Board members  
**From:** Ben Griffith, AICP, Executive Director  
**Date:** December 12, 2024  
**Re:** **Summary of Employee Benefits Presentation**

Each year, the Metro COG Personnel Policies Manual requires the Executive Director to provide a presentation to the Policy Board of all employee compensation and benefits. That particular section of the Personnel Policy is provided below.

ARTICLE III PERSONNEL ADMINISTRATION

**3.01 Responsibility of Executive Director**

The Executive Director is hereby directed to annually make public, by way of presentation to the Policy Board, all employee compensation and benefits. The Executive Director shall list the applicable Grade and Step of each employee, the status of each employee, and the benefits package that is offered to employees. The Executive Director shall also certify that these benefits are in accordance with this document as well as Policy Board expectations.

A power point presentation will be provided at the meeting, detailing this information for the Policy Board and members of the public.

**Requested Action:** None – informational item only.