



Central Dakota MPO Policy Board Meeting
Thursday, August 22, 2024, at 4:30 PM
3rd Floor Executive Conference Room, City Hall (10 3rd Ave SW)
Any person needing special accommodation for the meeting is requested to notify the
City Clerk's office at 857-4752.

1. ROLL CALL

2. APPROVAL OF MINUTES

2.1. REVIEW AND APPROVAL OF MINUTES

Suggested Motion: I move to approve the minutes of the July 25, 2024 meeting as presented.

3. OLD BUSINESS

3.1. METROPOLITAN TRANSPORTATION PLAN (MTP) UPDATE

This item is informational only; no action required.

3.2. PUBLIC PARTICIPATION PLAN (PPP) UPDATE

This item is informational only; no action required.

3.3. UNIFIED PLANNING WORK PROGRAM (UPWP) UPDATE

This item is informational only; no action required.

3.4. MONTHLY ACTIVITIES

This item is informational only; no action required.

4. NEW BUSINESS

4.1. REVISED 2024 PB MEETING DATES

Suggested Motion: I move to approve the revised 2024 PB meeting dates as presented.

4.2. PROPOSED 2025 TAC AND PB MEETING DATES

Suggested Motion: I move to approve the 2025 TAC and PB meeting dates as presented.

4.3. LEGAL SERVICES AGREEMENT

Suggested Motion: I move to approve the Executive Director execute the professional services contract with Ebeltoft.Sickler.Lawyers, PLLC as presented.

4.4. LEASE AGREEMENT

Suggested Motion: I move to approve the Executive Director execute the Lease Agreement as presented following review and refinement to the satisfaction of both City of Minot and CDMPO legal representatives.

4.5. MONTHLY FINANCIAL REPORT

Suggested Motion: I move to approve the monthly financial report as presented.

5. OTHER BUSINESS

5.1. OPPORTUNITY FOR PUBLIC COMMENT

6. ADJOURNMENT

CENTRAL DAKOTA METROPOLITAN PLANNING ORGANIZATION
MEETING MINUTES
July 25, 2024 at 4:30 PM
3rd Floor Executive Conference Room, City Hall (10 3rd Ave SW)

John Fjeldahl called the meeting to order at 4:30 p.m. The following were present:

Burlington City- Jerick Hedges
Minot City- Mark Jantzer, Lisa Olson
Surrey City- Michael Thiesen
Ward County- John Fjeldahl, Bucky Anderson

Others Present: John Van Dyke, Stephen Joersz, David Lakefield, Dana Larsen, Wayne Zacher, Stacey Hanson, Paul Benning (virtual), Brittany Shefstad, and Nicole Robinson

Absent: Harold Stewart

Review/Approval of the June Policy Board Meeting Minutes

Mike Thiesen moved to approve the June 27, 2024 meeting minutes as presented. The motion was seconded by Lisa Olson and carried the following vote: ayes: Jantzer, Olson, Fjeldahl, Anderson, Thiesen, and Hedges; nays: none.

Old Business:

Proposed changes to Urbanized Area Functional Class Network

John Van Dyke presented a table that records the changes made to the Urbanized Area Functional Class Network. Stephen Joersz and Wayne Zacher answered questions and gave further clarification.

Mike Thiesen moved to approve the proposed changes to the urbanized area functional class network as presented. The motion was seconded by John Fjeldahl and carried the following vote: ayes: Jantzer, Olson, Fjeldahl, Anderson, Thiesen, and Hedges; nays: none.

Draft 2025 Unified Planning Work Program (UPWP)

The Technical Advisory Committee, at their June 11, 2024 meeting, recommended the Transit Development Plan (TDP) to be the next plan pursued with any available funds in 2025.

John Van Dyke presented the changes made to the 2025 Unified Planning Work Program Draft. He emphasized that the de-obligation/reauthorization process is still being solidified, specifically noting that unused funds at the end of the year will be gone, with an opportunity of receiving some of those funds back in 2025 or 2026. Wayne Zacher answered further questions and gave greater clarification regarding the fund distribution process. John Fjeldahl asked what would happen if the MPO spends more than the allocated funds. Van Dyke responded that anything over would be local cost. He then provided an example of how to stretch out studies to prevent overspending.

Van Dyke provided a comparison of the 2024 and 2025 budget and broke down the additional costs for 2025. He anticipated transferring some accounting and executive director hours to a part-time office assistant position to help with overall cost-effectiveness. The cost of office rent was also lowered by changing the proposed location of the MPO office in the Public Works Building to the City Hall Building.

Wayne Zacher clarified that the MTP, UPWP, and the TIP are the required documents for the MPO and gave further explanation regarding the de-obligation/reauthorization process. Van Dyke stressed the importance of completing the MTP and also of getting the UPWP approved and contract in place prior to

the beginning of 2025. The board discussed the UPWP draft process and timeline. Jerick Hedges asked for clarification regarding the local match. Wayne Zacher confirmed the 80/20 federal/local match had been met.

Mark Jantzer moved to approve the draft 2025 Unified Planning Work Program (UPWP) as presented. The motion was seconded by Lisa Olson and carried the following vote: ayes: Jantzer, Olson, Fjeldahl, Anderson, Thiesen, and Hedges; nays: none.

New Business:

Monthly Activities

John Van Dyke confirmed that he received an executed MTP Contract and had an initial meeting with the consultant Friday, July 19. He said the QBS documentation has been compiled, submitted, and approved by NDDOT. He will be meeting bi-weekly with the consultants beginning August 8 to receive updates. September 10th the consultants will be providing an update at the TAC Meeting.

In September Van Dyke will be doing a member jurisdiction tour to introduce himself and promote the Metropolitan Transportation Plan and the public engagement activities that will happen in October.

Van Dyke gave an update on the legal representation for the MPO. John Fjeldahl asked for clarification regarding the NDDOT involvement in MPO Contracts. Wayne Zacher clarified that the NDDOT legal team will not be reviewing MPO Contracts. Van Dyke confirmed the MPO would have a draft contract ready for approval by the August meeting.

Monthly Financial Report

John Van Dyke gave a brief overview of the financial report. John Fjeldahl asked how the MPO receives the funding. Brittany Shefstad noted that the MPO is reimbursed as funds are spent.

Lisa Olson moved to approve the monthly financial report as presented. The motion was seconded by Mark Jantzer and carried the following vote: ayes: Jantzer, Olson, Fjeldahl, Anderson, Thiesen, and Hedges; nays: none.

Central Dakota MPO Draft Public Participation Plan

John Van Dyke explained that the Public Participation Plan is designed to explain the procedures the MPO plans to use to solicit engagement from the public, keeping them informed of opportunities to participate in the transportation planning process.

Lisa Olson moved to approve the Central Dakota MPO Draft Public Participation Plan as presented. The motion was seconded by Mark Jantzer and carried the following vote: ayes: Jantzer, Olson, Fjeldahl, Anderson, Thiesen, and Hedges; nays: none.

Next Scheduled Meeting

The next Policy Board meeting is scheduled for August 22, 2024 at 4:30 pm in the 3rd Floor Executive Conference Room at City Hall.

Adjournment

There being no further business, Mike Thiesen moved to adjourn the meeting. The motion was seconded by Lisa Olson and carried unanimously. The meeting adjourned at 5:39 pm.

Central Dakota Metropolitan Planning Organization

2024 Unified Planning Work Program Mid-year Quarterly Report

**UPWP Activities
Effective:**

June 11 – June 30, 2024





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Introduction

The Central Dakota Metropolitan Planning Organization (CDMPO) 2024 Unified Planning Work Program (UPWP) Contract was executed on June 11, 2024. Prior to this date, the CDMPO was solely relying upon State Planning and Research (SPR) funds through a contract between the City of Minot and the North Dakota Department of Transportation (NDDOT). Certain activities have been accomplished through use of SPR funds, such as hiring an executive director and Title VI program work, that will not be included in this report.

For administrative ease, the 2024 UPWP for staff wages was delayed until June 17, 2024, the beginning of a pay period. Therefore, there are no financial impacts to the 2024 UPWP between June 11, 2024 and June 17, 2024 for staff wages and benefits. This report provides those hours and expenses between June 17, 2024 and June 30, 2024.

Section 110

Program support activities keep the Policy Board and TAC informed and meeting on a regular basis. Actions include record keeping of board and committee meetings, agendas and minutes, attending MPO activity meetings, Title VI program work, website development, and hiring an Executive Director. This activity will be complete at the end of 2024.

The Executive Director utilized twenty-one hours finalizing TAC minutes, preparing the agenda and attending the June MPO Policy Board meeting on June 27, 2024. In addition, some hours have been spent focused on gaining access to City of Minot programs such as ArcGIS, internal programs related to HR and finance, and other physical and electronic access that is common for new employees to traverse in the first few weeks of employment.

The accountant position utilized four hours during this timeframe to assemble reports and coordinate efforts with the Executive Director. Hours for the accountant position are assigned to expenses in the 2024 UPWP.

This item has been handled monthly through the SPR grant noted in the introduction section of this report. Therefore, the activities that fall within this Section are fifty percent complete for the calendar year.

Table 1. Section 110 Progress Table

Percent Complete	50%
Hours Utilized/Hours Allotted	25 (2.1%)/1,191
Expenses/Expenses Allotted	\$206.88/\$20,000.75
Budget Expended/Budget Remaining	\$1,733.16/\$71,835.06



Section 120

Planning Work Program activities include creation of the UPWP and amendments, 3C agreement, coordination with NDDOT, FHWA, FTA, and local sponsoring agencies. Also included are quarterly reports, reimbursement forms, and office accounting. The annual budget is assembled and coordinated with the City of Minot's finance and administration departments. This activity will be complete at the end of 2024.

Thirty hours were spent on collecting data and input, and drafting estimates and tables for the 2025 UPWP. This information was presented to Policy Board at the June 27, 2024 meeting for consideration.

As with Section 110, these activities were handled under the SPR funding previously, which included creation of the 2024 UPWP, 3-C Agreement, presentation and adoption of each by the Policy Board, and executing the 2024 UPWP contract. Therefore, the activities that fall within this Section are fifty percent complete for the calendar year.

Table 2. Section 120 Progress Table

Percent Complete	50%
Hours Utilized/Hours Allotted	30 (7.0%)/428
Expenses/Expenses Allotted	N/a
Budget Expended/Budget Remaining	\$2,180.40/\$29,840.38

Section 130

Training and Travel includes all costs to attend MPO director's meetings, workshops, conferences, and other professional development activities. This activity will be complete at the end of 2024.

All travel and training activities occurred under SPR funding, which included travel to and from Bismarck, ND to attend the Transportation Asset Management Program (TAMP) training. Travel and training that will affect the 2024 UPWP, such as the AMPO Fall Conference in Salt Lake City, UT and bi-annual ND MPO Director's in-person meetings, will occur in the coming months and be included on a subsequent report. Therefore, the activities that fall within this Section are zero percent complete for the calendar year.

Table 3. Section 130 Progress Table

Percent Complete	0%
Hours Utilized/Hours Allotted	0 (0.0%)/72
Expenses/Expenses Allotted	\$0/\$5,230.00
Budget Expended/Budget Remaining	\$0/\$10,616.67



Section 140

Program expenses are the costs necessary to maintain the CDMPO office including but not limited to supplies, printing and mailing, utilities, office remodel and furnishing, computer and software, and rent. Also included are the costs of staff PTO and holiday pay. This activity will be complete at the end of 2024.

CDMPO was reliant on SPR funding to purchase a computer, cell phone, and other electronic/necessary equipment to support day-to-day activities. Further, alternative office arrangements were identified that placed the Executive Director at an existing office at City Hall, located at 10 3rd Ave. SW, Minot, ND. Originally, the budget included costs associated with construction of an office space at 1025 31st St. SE, Minot, ND. These expenses will not be incurred. Further, rent costs were originally estimated at \$17,364.33 annually and is likely to be reduced to \$3,100 for the year following additional discussions with the City of Minot. A lease agreement is currently being established and, once finalized, expenses will be billed for the duration of occupancy by the Executive Director, which started on May 20, 2024.

No expenses were billed to the 2024 UPWP for this reporting period. There were three and one-half (3.5) hours of Paid-Time-Off (PTO) that impact the 2024 UPWP. Given equipment has been purchased, approximately half of the calendar years holidays and PTO opportunity has passed, this Section may be considered fifty (50) percent completed.

Table 4. Section 140 Progress Table

Percent Complete	50%
Hours Utilized/Hours Allotted	3.5 (2.9%)/120
Expenses/Expenses Allotted	\$0/\$50,707.33
Budget Expended/Budget Remaining	\$254.38/\$59,430.74



Section 210

Because CDMPO is new, a MTP does not exist. The City of Minot and Ward County have corridor studies and long-range plans, but not a full encompassing document for the Metropolitan Planning Area.

The Metropolitan Planning Area's model must be developed. The NDDOT partners with the Advanced Traffic Analysis Center (ATAC) through North Dakota State University's Upper Great Plains Transportation Institute. The costs of building this model will be included in the MPO budget for this activity.

In addition, a consultant will be hired to develop the MTP. This process will likely start in 2024 and must be completed by end of year 2026. The costs of developing the plan will be the primary expense the MPO has over the next two years.

Activities surrounding MTP development all fell under SPR funding. This included creation and solicitation of requests for qualifications, review of proposals, consultant interviews, and contract negotiation with the selected consultant. Further, it was planned that there would be a \$65,000 expense for the Advanced Traffic Analysis Center (ATAC) to establish a base-year model to be utilized in the creation of the MTP. This expense was subsequently incurred by North Dakota Department of Transportation through a separate contract directly with ATAC.

Overall, the project is approximately ten (10) percent complete as programmed for 2024 and will ramp up in the coming months as the selected consultant begins accomplishing tasks.

Table 5. Section 210 Progress Table

Percent Complete	10%
Hours Utilized/Hours Allotted	0 (0.0%)/520
Expenses/Expenses Allotted	\$0/\$322,800
Budget Expended/Budget Remaining	\$0/\$361,703.75



Section 220

The public involvement plan will outline different ways to involve people in transportation planning. It is critical to CDMPO to involve individuals and organizations representing wide variety of experiences and perspectives in regards to transportation planning.

In 2024, the plan's goals and objectives will be developed and will be used for all public involvement activities. This activity will be complete at the end of 2024.

All work toward this Section has been incurred under the 2024 UPWP. A total of 24.5 hours was performed by the Executive Director toward the creation of the CDMPO inaugural Public Participation Plan (PPP). This included review of several other MPO PPPs and the initial assemblage of the CDMPO PPP document.

Table 6. Section 220 Progress Table

Percent Complete	20.4%
Hours Utilized/Hours Allotted	24.5 (20.4%)/520
Expenses/Expenses Allotted	N/a
Budget Expended/Budget Remaining	\$1,780.66/\$7,197.13

Section 310

The Executive Director will coordinate with planning departments on development proposals, transit planning, and other planning initiatives. This activity will be complete at the end of 2024.

Given there was no staff until May 20, 2024 when an executive director was hired, only one (1) hour of member-jurisdiction coordination has been performed under the 2024 UPWP contract during the reporting period.

Table 7. Section 310 Progress Table

Percent Complete	1.0%
Hours Utilized/Hours Allotted	1.0 (1.0%)/104
Expenses/Expenses Allotted	N/a
Budget Expended/Budget Remaining	\$72.68/\$7,708.07

Date: 07/26/2024

To: Wayne Zacher, MPO Coordinator, North Dakota Department of Transportation

From: John Van Dyke, Executive Director, Central Dakota Metropolitan Planning Organization

Subject: Administrative Modification #1 (AM1) - 2024 UPWP - CDMPO

Mr. Zacher,

Below outlines an administrative modification to Section 140 of the 2024 Unified Planning Work Program (UPWP). The effective date of this change is July 26, 2024.

The originally adopted 2024 UPWP planned for remodel of office space at the City of Minot Public Works building located at 1025 31st St SE, Minot, ND to accommodate the Executive Director. Since adoption of the 2024 UPWP, alternative space was identified at City of Minot City Hall located at 10 3rd Ave SW, Minot, ND that did not require utilization of the \$5,000 in capital expenditures denoted in Section 140 of the 2024 UPWP.

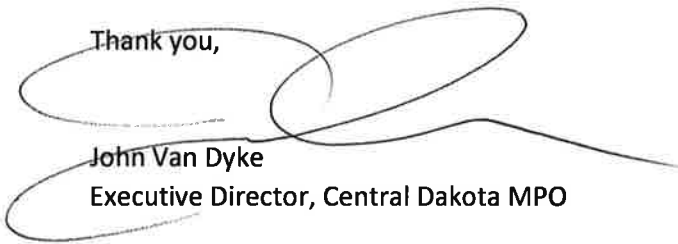
In addition, within Section 140, Memberships and Associations were originally budgeted at \$750. Costs of Association of Metropolitan Planning Organization (AMPO) membership dues are \$1,000 and American Planning Association (APA) dues are approximately \$800 annually for the Executive Director. In total, Memberships and Associations costs are estimated to be \$1,800.

The administrative modification adjusts capital expenditures downward by \$1,050 and Memberships and Associations upward by the same amount. There are no changes to the total program expenses for Section 140 and therefore this adjustment is handled via an administrative modification.

The aforementioned administrative modifications affect two tables, with one spanning pages 9-11 and another spanning pages 14 and 15. The administratively modified 2024 UPWP is attached to this memo illustrating the changes accordingly.

Following your review and any adjustments necessary to effect this administrative modification, this document will be posted to the Central Dakota MPO webpage to memorialize this change to the 2024 UPWP.

Thank you,



John Van Dyke

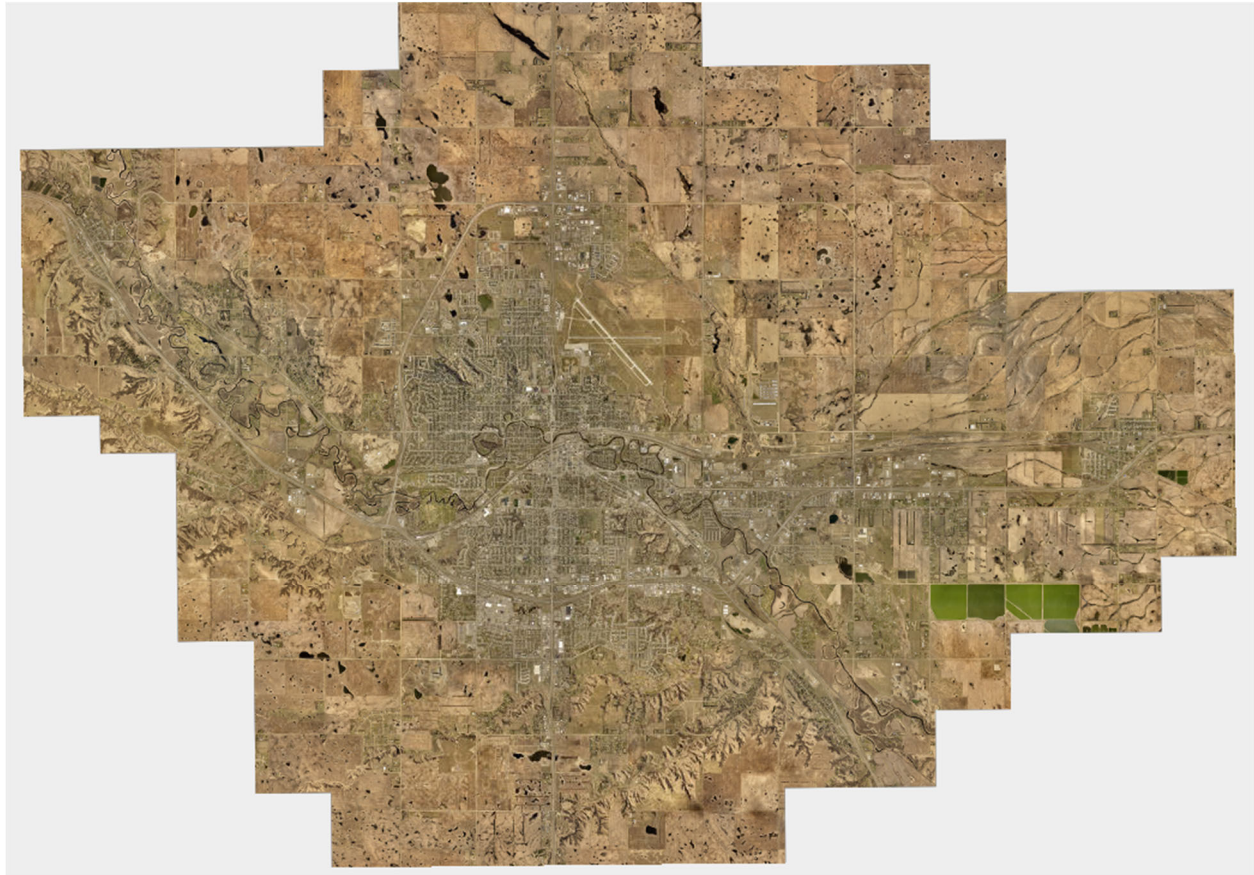
Executive Director, Central Dakota MPO

Attachments:

AM1 - Central Dakota MPO 2024 UPWP_07262024.pdf

2024 Work Program

Central Dakota Metropolitan Planning Organization



Executive Director: Vacant

Phone: 701-857-4100

Email: engineer@minotnd.gov

Mailing Address: PO Box 5006 Minot, ND 58702-5006

Physical Address: 1025 31st St SE Minot, ND 58701

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Introduction

The Central Dakota Metropolitan Planning Organization (CDMPO) was established in 2023 in response to the 2020 US Census. The Census identified the Cities of Minot and Surrey and areas of Ward County within the urbanized area. Collectively, these entities included the City of Burlington to be a part of the Metropolitan Planning Area, but not part of the urbanized area.

CDMPO is represented by these political subdivisions:

- City of Burlington
- City of Minot
- City of Surrey
- Ward County

The CDMPO is governed by a seven (7) member policy board. Current members of the policy board include:

Michael Thiesen – City of Surrey
Zach Walker, Vice Chair – City of Burlington
Howard “Bucky” Anderson – Ward County
John Fjeldahl, Chair – Ward County
Lisa Olson – City of Minot
Mark Jantzer – City of Minot
Harold Stewart – City of Minot

Each political subdivision may have one alternate member in the event the appointed member is unable to attend the policy board meeting. The alternate members include:

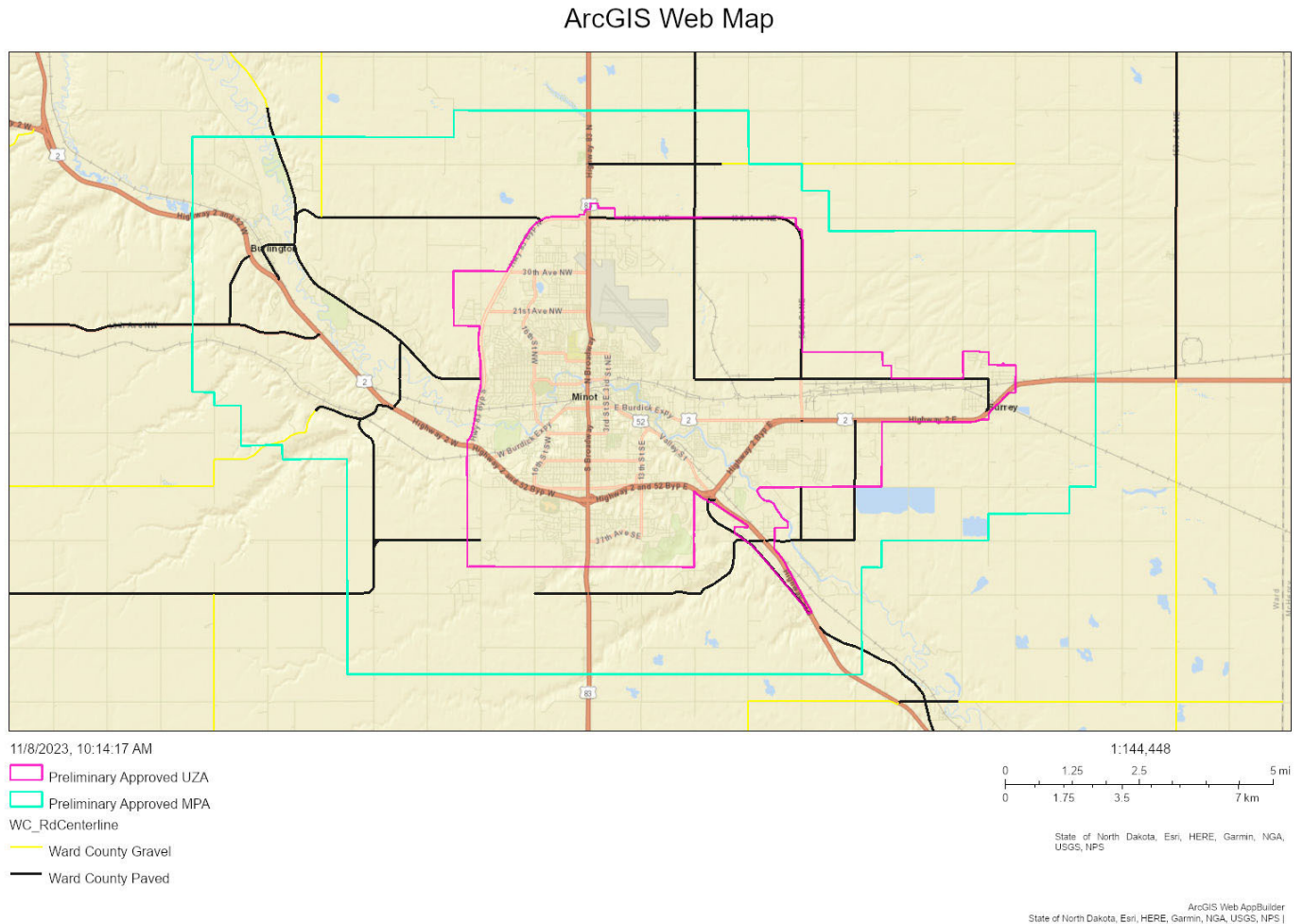
Jerick Hedges – City of Burlington
Steve Fennewall – City of Surrey
Carrie Evans – City of Minot
Shelly Weppler – Ward County

The policy board meets the fourth Thursday of each month (subject to change).
The policy board is advised by the technical advisory committee. Those members include:

Agency	Title
CDMPO	Executive Director
City of Burlington	City Auditor
City of Burlington	Public Works Director
City of Minot	City Engineer
City of Minot	Principle Planner
City of Minot	Transit Superintendent
City of Surrey	City Engineer
Ward County	County Engineer
Ward County	Planning & Zoning Administrator
NDDOT	Minot District Engineer
NDDOT	MPO Coordinator

The technical advisory committee meets the second Tuesday of each month (subject to change).

Map of CDMPO



Purpose of Unified Planning Work Program

This is the first unified planning work program (UPWP) of CDMPO. The purpose of the UPWP is to:

1. Provide a detailed description of all transportation related planning activities anticipated by the CDMPO within the metropolitan planning area during 2024.
2. Provide detailed work activities and budget information including local, state, and federal funding shares, to allow the state to document the requirements for planning grants distributed through the Federal Government.

Metropolitan Planning Factors

Federal planning statutes specify the scope of the planning process to be followed by the CDMPO in ten planning factors. According to federal planning statutes, the planning process shall be continuous, cooperative, and comprehensive, and provide for consideration and implementation of projects, strategies, and services that will address the following factors:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and
10. Enhance travel and tourism.

CDMPO's work program elements are shown below with the corresponding Metropolitan Planning Factors each element addresses.

Work Program Element	Planning Factor									
	1	2	3	4	5	6	7	8	9	10
Section 100 - Program Support and Administration										
Section 110 - Program Support	X	X	X	X	X	X	X	X	X	X
Section 120 - Planning Work Program	X	X	X	X	X	X	X	X	X	X
Section 130 - Training and Travel	X	X	X	X	X	X	X	X	X	X
Section 140 - Program Expenses	X	X	X	X	X	X	X	X	X	X
Section 200 - Long-Range Transportation Planning										
Section 210 - Metropolitan Transportation Plan Development	X	X	X	X	X	X	X	X	X	X
Section 220 - Public Participation Plan	X				X	X	X	X	X	X
Section 300 - Short-Range Transportation Planning										
Section 310 - Transportation Planning Support and Coordination	X	X	X	X	X	X	X	X	X	X

2024 Planned Work Activities

2024's planned work activities will primarily consist of creating the foundation and structure of the MPO and starting work on planning activities. The primary activities include:

- Complete the 2024 UPWP
- Complete 3C agreement with NDDOT
- Hire an Executive Director
- Remodel and furnish the office space located at City of Minot Public Works
- Adopt Title VI program
- Adopt Public Participation Plan
- Develop website for the MPO
- Begin development of the Metropolitan Transportation plan

Section 100 – Program Support and Administration

Program Support and Administration activities include the coordination of Technical Advisory Committee (TAC) and Policy Board meetings, staff training and travel, preparing work programs, Title VI plan, website creation, and quarterly budget reports.

Section 110 – Program Support

Program support activities keep the Policy Board and TAC informed and meeting on a regular basis. Actions include record keeping of board and committee meetings, agendas and minutes, attending MPO activity meetings, Title VI program work, website development, and hiring an Executive Director. This activity will be complete at the end of 2024.

Section 120 – Planning Work Program

Planning Work Program activities include creation of the UPWP and amendments, 3C agreement, coordination with NDDOT, FHWA, FTA, and local sponsoring agencies. Also included are quarterly reports, reimbursement forms, and office accounting. The annual budget is assembled and coordinated with the City of Minot's finance and administration departments. This activity will be complete at the end of 2024.

Section 130 – Training and Travel

Training and Travel includes all costs to attend MPO director's meetings, workshops, conferences, and other professional development activities. This activity will be complete at the end of 2024.

Section 140 – Program Expenses

Program expenses are the costs necessary to maintain the CDMPO office including but not limited to supplies, printing and mailing, utilities, office remodel and furnishing, computer and software, and rent. Also included are the costs of staff PTO and holiday pay. This activity will be complete at the end of 2024.

Section 200 – Long-Range Transportation Planning

The Long-Range Transportation Planning element includes activities that develop, implement, and provide necessary support data for the Metropolitan Transportation Plan (MTP). This section also includes public outreach and environmental justice activities.

Section 210 – Metropolitan Transportation Plan Development

Because CDMPO is new, a MTP does not exist. The City of Minot and Ward County have corridor studies and long-range plans, but not a full encompassing document for the Metropolitan Planning Area.

The Metropolitan Planning Area's model must be developed. The NDDOT partners with the Advanced Traffic Analysis Center (ATAC) through North Dakota State University's Upper Great Plains Transportation Institute. The costs of building this model will be included in the MPO budget for this activity.

In addition, a consultant will be hired to develop the MTP. This process will likely start in 2024 and must be completed by end of year 2026. The costs of developing the plan will be the primary expense the MPO has over the next two years.

Section 220 – Public Participation Plan

The public involvement plan will outline different ways to involve people in transportation planning. It is critical to CDMPO to involve individuals and organizations representing wide variety of experiences and perspectives in regards to transportation planning.

In 2024, the plan's goals and objectives will be developed and will be used for all public involvement activities. This activity will be complete at the end of 2024.

Section 300 – Short-Range Transportation Planning

Activities in this section will focus on providing input and coordination with local agencies inside the MPA. The Executive Director will coordinate with planning departments on development proposals, transit planning, and other planning initiatives.

Section 310 – Transportation Planning Support and Coordination

The Executive Director will coordinate with planning departments on development proposals, transit planning, and other planning initiatives. This activity will be complete at the end of 2024.

UPWP Funding

Total Revenue

Revenue for CDMPO comes from a combination of federal and local funds. The total federal funds allocated to the CDMPO is \$489,673.00. The total local funding is a 20% match of the federal funding which equals \$122,418.25. Each local political subdivision allocates match based on the latest decennial census. The local match breakdown is as follows: Burlington 2%, Surrey 2%, Ward County 27%, and Minot 69%. The dollar amounts are shown in the table below.

CDMPO Revenue	
Funding Source	Amount
Federal Funds	\$ 489,673.00
Local Funds	\$ 122,418.25
Local Funding Allocation	
Burlington Local Match	\$ 2,448.37
Minot Local Match	\$ 84,468.59
Surrey Local Match	\$ 2,448.37
Ward County Local Match	\$ 33,052.93
Total Revenue	\$ 612,091.25

Total Expenses

The expenses shown below are based on several assumptions for the 2024 budget since the CDMPO has no historical expense data. Many of the budget line items are modeled after the City of Minot's Engineering Department costs. The salary is an estimated number based on the assistant city engineer's salary with benefits based off a family insurance plan, and other City of Minot benefits.

The furniture & equipment and capital infrastructure line items have several start up costs associated with them such as office furniture and office remodel costs. The budget line items will be refined as cost history is developed over the next few years.

2024 CDMPO Expenses		
Salaries		2024 Budget
All	1 Executive Director	\$ 119,975.00
Sec. 110	Accountant	\$ 15,527.75
Benefits		
Sec. 110	Health Insurance	\$ 24,358.00
Sec. 111	Life Insurance	\$ 59.00
Sec. 112	Medicare	\$ 1,761.00

Sec. 113	NDPERS	\$ 12,374.00
Sec. 114	Short Term Disability	\$ 977.00
Sec. 115	Long Term Disability	\$ 584.00
<i>Professional Services</i>		
Sec. 210	Consultants	\$ 322,800.00
Sec. 140	Other Professional Services	\$ 7,500.00
Sec. 140	Memberships & Associations	\$ 750 1,800.00
<i>Repair & Maintenance</i>		
Sec. 140	Structure RPR & MTCE	\$ 750.00
Sec. 140	Pest Control RPR & MTCE	\$ 100.00
Sec. 140	Security System RPR & MTCE	\$ 25.00
Sec. 140	IT MTCE & Repair Agreements	\$ 840.00
Sec. 140	Rentals	\$ 17,364.33
<i>Other Purchased Services</i>		
Sec. 140	General Liability Insurance	\$ 500.00
Sec. 140	Building & Contents Insurance	\$ 550.00
Sec. 140	Inland Marine Insurance	\$ 220.00
Sec. 140	Cyber Security Insurance	\$ 133.00
Sec. 140	Telephone Services	\$ 1,500.00
Sec. 140	Advertising	\$ 7,500.00
Sec. 130	Travel Costs	\$ 4,430.00
Sec. 130	Education & Training	\$ 800.00
Sec. 140	Postage & Shipping	\$ 500.00
<i>Operation Supplies</i>		
Sec. 140	DPMT Materials & Supplies	\$ 800.00
Sec. 140	Furniture & Equipment	\$ 5,190.00
Sec. 140	Copier & Printer Supplies	\$ 500.00
Sec. 140	Books & Subscriptions	\$ 500.00
<i>Utilities</i>		
Sec. 140	Natural Gas	\$ 148.00
Sec. 140	Electricity	\$ 337.00

<i>Capital Improvements</i>		
Sec. 140	Capital Infrastructure	\$ 5,000 3,950.00
	Department Total	\$ 554,353.08

CDMPO Labor Cost

The table below shows the CDMPO labor costs breakdown based on the salary and benefit totals.

CDMPO Labor Cost	
	Executive Director
2024 Hours	2080
Wage per hour	\$ 57.68
Benefits per hour	\$ 17.13
Total Hourly Rate	\$ 74.81
	Accountant
2024 Hours	475
Wage per hour	\$ 32.69
Benefits per hour	\$ 9.42
Total Hourly Rate	\$ 42.11

Program Funding

Shown in the tables below are the funding allocations for each program within the UPWP.

Section 110- Program Support and Administration

Section 110 - Program Support and Administration	Executive Director & Accountant (hr)	Total Cost
Total Hours	716	\$ 53,567.47
Total Expenses (Accountant)	475	\$ 20,000.75
Section 110 - Program Support and Administration Total	1191	\$ 73,568.22

	Section 110 - Program Support and Administration	Executive Director (hr)	Total Cost
	Hours		
Program Support	1. Prepare agendas and minutes for CDMPO PB meetings	60	\$ 4,488.89
	2. Prepare agendas and minutes for CDMPO TAC meetings	60	\$ 4,488.89
	3. Attending CDMPO related meetings throughout the state	68	\$ 5,087.41
	4. MPO By-laws, Website Development, Hire Exec. Director, Title VI, Administrative Policy Development	528	\$ 39,502.27
	Total Hours	716	\$ 53,567.47
	Expenses		
	Accounting - Extra Help	475	\$ 20,000.75
	See Section 130 Training and Travel		
	Total Expense		\$ 20,000.75

Section 110 - Funding Allocation			
Entity	Local	Federal	Total
Federal		\$ 58,854.58	
Burlington	\$ 294.27		
Surrey	\$ 294.27		
Minot	\$ 10,152.41		
Ward County	\$ 3,972.68		
Other			
Total	\$ 14,713.64	\$ 58,854.58	\$ 73,568.22

Section 120- Planning Work Program

Section 120 - Planning Work Program	Executive Director (hr)	Total Cost
Total Hours	428	\$ 32,020.78
Total Expenses		\$ -
Section 120 - Planning Work Program	428	\$ 32,020.78

	Section 120 - Planning Work Program	Executive Director (hr)	Total Cost
	Hours		
Planning Work Program	1. Prepare UPWP and Amendments, 3C Agreement	168	\$ 12,568.90
	2. CDMPO Reporting	260	\$ 19,451.88
	Total Hours	428	\$ 32,020.78
	Expenses		
	N/A		

Section 120 - Planning Work Program			
Entity	Local	Federal	Total
Federal		\$ 25,616.62	
Burlington	\$ 128.08		
Surrey	\$ 128.08		
Minot	\$ 4,418.87		
Ward County	\$ 1,729.12		
Other			
Total	\$ 6,404.16	\$ 25,616.62	\$ 32,020.78

Section 130- Training and Travel

	Section 130 - Training and Travel	Executive Director (hr)	Total Cost
Total Hours		72	\$ 5,386.67
Total Expenses			\$ 5,230.00
Section 130 - Training and Travel		72	\$ 10,616.67

	Section 130 - Training and Travel	Executive Director (hr)	Total Cost
	Hours		
Training and Travel	1. Attend trainings and conferences	72	\$ 5,386.67
	Total Hours	72	\$ 5,386.67
	Expenses		
	Training		\$ 800.00
	Travel		\$ 4,430.00
	Total Expense		\$ 5,230.00

Section 130 - Training and Travel			
Entity	Local	Federal	Total
Federal		\$ 8,493.34	
Burlington	\$ 42.47		
Surrey	\$ 42.47		
Minot	\$ 1,465.10		
Ward County	\$ 573.30		
Other			
Total	\$ 2,123.33	\$ 8,493.34	\$ 10,616.67

Section 140- Program Expenses

Section 140 - Program Expenses	Executive Director (hr)	Total Cost
Total Hours	120	\$ 8,977.79
Total Expenses		\$ 50,707.33
Section 140 - Program Expenses	120	\$ 59,685.12

	Section 140 - Program Expenses	Executive Director (hr)	Total Cost
	Hours		
Program Expenses	1. PTO and Holidays	120	\$ 8,977.79
	Total Hours	120	\$ 8,977.79
	Expenses		
	Professional Services - Legal		\$ 7,500.00
	Memberships & Associations		\$ 750.00 1,800.00
	Structure RPR & MTCE		\$ 750.00
	Pest Control RPR & MTCE		\$ 100.00
	Security System RPR & MTCE		\$ 25.00
	IT MTCE & Repair Agreements		\$ 840.00
	Rentals		\$ 17,364.33
	General Liability Insurance		\$ 500.00
	Building & Contents Insurance		\$ 550.00
	Inland Marine Insurance		\$ 220.00
	Cyber Security Insurance		\$ 133.00
	Telephone Services		\$ 1,500.00

	Advertising	\$ 7,500.00
	Postage & Shipping	\$ 500.00
	Department Materials & Supplies	\$ 800.00
	Furniture & Equipment	\$5,190.00
	Copier & Printer Supplies	\$ 500.00
	Books & Subscriptions	\$ 500.00
	Natural Gas	\$ 148.00
	Natural Gas	\$ 337.00
		\$
	Capital Infrastructure	5,000.00 3,950
	Total Expense	\$ 50,707.33

Section 140 - Program Expenses			
Entity	Local	Federal	Total
Federal		\$ 47,748.10	
Burlington	\$ 238.74		
Surrey	\$ 238.74		
Minot	\$ 8,236.55		
Ward County	\$ 3,223.00		
Other			
Total	\$ 11,937.02	\$ 47,748.10	\$ 59,685.12

Section 210- Metropolitan Transportation Plan Development

Section 210 - Metropolitan Transportation Plan Development	Executive Director (hr)	Total Cost
Total Hours	520	\$ 38,903.75
Total Expenses		\$ 322,800.00
Section 210 - Metropolitan Transportation Plan Development	520	\$ 361,703.75

	Section 210 - Metropolitan Transportation Plan Development	Executive Director (hr)	Total Cost
	Hours		
MTP Development	1. Staff Work Hours	520	\$ 38,903.75
	Total Hours	520	\$ 38,903.75
	Expenses		
	Contract with ATAC for MTP model setup		\$ 65,000.00
	MTP Consultant Contract		\$ 250,000.00
	Complete Streets		\$ 7,800.00

	Total Expenses	\$ 322,800.00
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Section 210 - Metropolitan Transportation Plan Development			
Entity	Local	Federal	Total
Federal		\$ 289,363.00	
Burlington	\$ 1,446.82		
Surrey	\$ 1,446.82		
Minot	\$ 49,915.12		
Ward County	\$ 19,532.00		
Other			
Total	\$ 72,340.75	\$ 289,363.00	\$ 361,703.75

Section 220- Public Participation Plan

Section 220 - Public Participation Plan	Executive Director (hr)	Total Cost
Total Hours	120	\$ 8,977.79
Total Expenses		\$ -
Section 220 - Public Participation Plan	120	\$ 8,977.79

	Section 220 Public Participation Plan	Executive Director (hr)	Total Cost
	Hours		
Public Participation Plan	1. Prepare Public Participation Plan	120	\$ 8,977.79
	Total Hours	120	\$ 8,977.79
	Expenses		
	N/A		

Section 220 - Public Participation Plan			
Entity	Local	Federal	Total
Federal		\$ 7,182.23	
Burlington	\$ 35.91		
Surrey	\$ 35.91		
Minot	\$ 1,238.93		
Ward County	\$ 484.80		
Other			
Total	\$ 1,795.56	\$ 7,182.23	\$ 8,977.79

Section 310- Transportation Planning Support and Coordination

Section 310 - Transportation Planning Support and Coordination	Executive Director (hr)	Total Cost
Total Hours	104	\$ 7,780.75
Total Expenses		\$ -
Section 310 - Transportation Planning Support and Coordination	104	\$ 7,780.75

	Section 310 - Transportation Planning Support and Coordination	Executive Director (hr)	Total Cost
	Hours		
Transportation Planning Support and Coordination	1. Planning support and coordination with other agencies	104	\$ 7,780.75
	Total Hours	104	\$ 7,780.75
	Expenses		
	N/A		

Section 310 - Transportation Planning Support and Coordination			
Entity	Local	Federal	Total
Federal		\$ 6,224.60	
Burlington	\$ 31.12		
Surrey	\$ 31.12		
Minot	\$ 1,073.74		
Ward County	\$ 420.16		
Other			
Total	\$ 1,556.15	\$ 6,224.60	\$ 7,780.75

Program Funding Summary

The tables below show a total summary of all program hours and expenses.

Total Program Hours and Expenses	Executive Director (hr)	Total Cost
Total Hours	2555	\$ 155,615.00
Total Expenses		\$ 398,738.08
Total Program Hours and Expenses	2555	\$ 554,353.08

Total Program Cost Share	Total Cost
Total Local Cost	\$ 110,870.62
Total Federal Cost	\$ 443,482.47
Total Program Hours and Expenses	\$ 554,353.08

Total Program Local Share	Total Cost
Burlington	\$ 2,217.41
Surrey	\$ 2,217.41
Minot	\$ 76,500.73
Ward County	\$ 29,935.07
Total Program Hours and Expenses	\$ 110,870.62

Adoption

The Central Dakota Metropolitan Planning Organization has adopted the 2024 Unified Planning Work Program on _____, _____.

John Fjeldahl, Chairman

Date

Appendix 1 – 3C Agreement

To: Policy Board Members

From: John Van Dyke, CDMPO Executive Director

Date: 08/22/2024

Subject: Monthly Activities

Monthly Activities

The following information is provided to keep the Policy Board members apprised of the ongoing activities, deadlines, and overall efforts to be accomplished through the next month and beyond. This document will be updated, including the type and depth of information that is provided, to be as informative and helpful to the Policy Board members.

MTP

Past Month

- 1) August 8 kick-off meeting
- 2) August 9 branding meeting
- 3) Existing Conditions data collection is well underway; deadline for submission is August 23

Upcoming Month

- 1) Initial meeting w/TAC on September 10, will include in-person and virtual attendance from consultants
- 2) Bi-weekly meetings w/Executive Director
- 3) Prepping data/presentation materials for September member-jurisdiction "tour" to introduce myself, the MPO, and the MTP project and bring awareness to public engagement opportunities

'24 UPWP

Past Month

- 1) Mid-year quarterly report submitted to NDDOT
- 2) Administrative Modification #1 completed to accommodate professional memberships

Upcoming Month

- 1) May process Amendment to defer hours from Accountant to Office Assistant
 - a. Brian Horinka, Transit Superintendent has okayed adding Nicole this year
 - b. Finance, via Brittany Shefstad, is projected a surplus that exists for Finance
 - c. Federal monies for "extra help" is already available and will be de-obligated if not utilized in 2024.

'25 UPWP

Past Month

- 1) Received comments from FHWA
 - a. Have incorporated FHWA comments into '25 UPWP

Upcoming Month

- 1) Incorporate comments from NDDOT/FTA
- 2) Finalize '25 UPWP for PB Approval in September

Public Participation Plan

Past Month

- 1) Forty-five day public input/comment period initiated
- 2) Press release

Upcoming Month

- 1) Receive, document, and incorporate comments, if any

MPO Website

Past Month

- 1) Posted public input opportunity for Public Participation Plan on MPO webpage
 - a. See here: <https://minotnd.gov/833/Public-Participation-Plan>

Upcoming Month

- 1) MTP webpage forthcoming; will include some information on MTP in preparation for member jurisdiction tour.
 - a. May be separate MTP website rather than webpage dedicated to MTP activities.

Administration

Past Month

- 1) Meetings
 - a. MPO Director's Discussions
 - i. July 31, 2024
 - ii. August 7, 2024
 - iii. August 14, 2024
 - iv. August 21, 2024
 - b. Wayne Zacher/CDMPO 1-on-1 Meetings:
 - i. July 29, 2024
 - ii. August 20, 2024
 - c. TAC Meeting – August 13, 2024

2) ATAC

- a. Waiver request of \$2,500 quarter four fee for 2024 has been granted in draft ATAC agreement.
- a. Draft agreement on agenda for 08/22/2024 Policy Board discussion

3) Trainings

- a. 2 CFR 200: Understanding the Uniform Guidance Requirements (2 CFR 200) for Federal Awards (9-hour)
- b. Performance-Based Planning & Programming (1-hour)

4) Legal Representation

- a. DRAFT Contract ready for approval/signature
 - i. On August PB Agenda for consideration

5) Cancellation of EIN

- a. A request has been submitted in writing to cancel the EIN that was originally issued by the IRS. Will update the Policy Board with correspondence from the IRS related to the matter.
 - i. No update as of August 8, 2024

Upcoming Month

1) Meetings

- a. Similar quantity to last month

2) Trainings

- a. N/a

3) Legal Representation

- a. Lease contract to be sent for review
- b. City of Minot/CDMPO agreement to be sent for review

4) ATAC

- 1. Draft agreement likely on September PB agenda

Time OffPast Month

- August 16, 2024

Upcoming Month

- Basic appointments here and there – do not anticipate taking PTO, but rather making up time on other days during same week.

2024 Policy Board Agenda Changes

The Central Dakota MPO Policy Board generally meets the fourth Thursday of each month, with adjustments made to accommodate known scheduling conflicts and/or holidays.

The following table provides proposed changes to the Central Dakota MPO Policy Board meeting schedule through the end of 2024:

Fourth Thursday of the Month	Proposed Alternative Date
September 26, 2024	September 19, 2024
October 24, 2024	No Change
November 28, 2024	November 21, 2024
December 26, 2024	December 19, 2024

2025 Technical Advisory Committee and Policy Board Meeting Dates

In general, the Central Dakota MPO Technical Advisory Committee (TAC) meets the second Tuesday of each month and the Policy Board generally meets the fourth Thursday of each month. Adjustments are made to accommodate known scheduling conflicts and/or holidays.

The following table provides proposed meeting dates for 2025 and incorporates known holiday and other conflicts. The following meetings dates are subject to change as more information becomes known about potential scheduling conflicts.

Technical Advisory Committee (TAC)	Policy Board (PB)
January 14, 2025	January 23, 2025
February 11, 2025	February 27, 2025
March 11, 2025	March 27, 2025
April 8, 2024	April 24, 2025
May 13, 2025	May 22, 2025
June 10, 2025	June 26, 2025
July 8, 2025	July 24, 2025
August 12, 2025	August 28, 2025
September 9, 2025	September 25, 2025
October 14, 2025	October 23, 2025
November 4, 2025*	November 20, 2025*
December 9, 2025	December 18, 2025*

*Denotes change from regularly scheduled meeting date to accommodate holiday or other scheduling conflict

August 15, 2024
VIA EMAIL ONLY

Central Dakota Metropolitan Planning Organization
Attn: John Van Dyke, Executive Director
john.vandyke@minotnd.gov

RE: Legal Representation

Dear Mr. Van Dyke:

Thank you for asking our firm to represent Central Dakota Metropolitan Planning Organization (CDMPO) for contract review and general matters. Whenever we are engaged to provide legal services, we think it appropriate to put the terms of the engagement in writing. That is the purpose of this letter.

Engagement

We will provide legal services professionally and efficiently, consult with you concerning the goals of the representation, and keep you advised about the services provided and about actions taken by other parties or the courts that impact the representation. Of course, we cannot guarantee that you will be successful in achieving the goals of the representation.

Rates

We bill our services primarily on the basis of time involved. Kelly Hendershot will be the lead lawyer and may be assisted by legal assistants and other lawyers within our firm as appropriate and beneficial to the representation. Kelly's rate is currently \$350.00 per hour. Our rates are periodically adjusted. We will send you our statements monthly which will itemize the services provided during that month, as well as costs incurred.

Costs

We will not bill you for most long-distance calls or for providing copies of documents either by e-mail or on disk. We will bill for extraordinary telephone charges, such as conference calls, and for copying charges to reproduce voluminous documents and postage to mail them to you or to others. We will charge for the costs of extraordinary computerized legal research, travel expenses, wire-transfer fees, and other expenses directly related to our representation of you.

Lawyers

Randall N. Sickler / rsickler@ndlaw.com
Courtney Presthus / cpresthus@ndlaw.com
Shea Miller > smiller@ndlaw.com
Marissa Cerkoney > mcerkoney@ndlaw.com
Allisha A. Vogel * avogel@ndlaw.com
Kelly E. Hendershot khendershot@ndlaw.com

* also licensed in Montana
/ also licensed in South Dakota
> also licensed in Minnesota

Staff

Karen Jirges kjirges@ndlaw.com
Peggy Schiwal pschiwal@ndlaw.com
Cora Seiler cseiler@ndlaw.com
Nancy Stoltz nstoltz@ndlaw.com
Dori Messer dmesser@ndlaw.com

Billing and Payments

We will bill you once a month. Our statement will detail the services performed and expenses incurred. If you have questions or concerns about any statement, please call us immediately. Prompt payment will be appreciated. We are not in the business of extending credit to our clients. Statements that are not paid within thirty (30) days after receipt will accrue interest on the unpaid balance at the rate of one and one-half percent (1.5%) per month.

We understand that CDMPO has seven thousand five hundred dollars (\$7,500) budgeted for Program Expenses, Professional Services – Legal. We will make attempts to notify CDMPO when the total amount billed nears the budgeted amount. However, regardless of notice, any fees for services or costs incurred, even those exceeding CDMPO's budgeted amount, shall be paid by CDMPO.

Electronic Billing and Payment

For your convenience, we offer e-billing. If you would like to receive your monthly billing statements by email, please let me know, or email your preference to billing@ndlaw.com. We also offer the option of secure online payment. If you would like to pay online using a debit or credit card, please go to <https://ndlaw.com> and click on "pay online". This will take you to our secure payment portal.

Termination

You may discontinue using our services or change to other counsel at any time. Notice of such a change should be in writing. We may terminate our representation of you if you fail to pay our bills when due, or if you insist that we pursue objectives that we consider repugnant, imprudent, unprofessional, or unethical. Regardless of who terminates our relationship or why, you must pay for services provided and costs incurred through the date of termination.

Contact Information

City of Minot
ATTN: John Van Dyke
PO Box 5006
Minot, ND 58702

Unless instructed otherwise, we will send our statements to the above referenced address. We will use your address for most communications, unless you prefer another method of communication. If we need to contact you by telephone, we understand that the best number to reach you is 701-420-4524.

Kelly Hendershot will be your principal contact with our firm and may assign tasks as needed to other attorneys if the assignment is prudent and desirable for achieving the goals of representation in the most efficient manner. You may contact Kelly via email at khendershot@ndlaw.com or by phone at 701-720-2693. Email is the preferred method of communication.

Central Dakota Metropolitan Planning Organization
Engagement Letter
August 15, 2024
Page 3 of 3

If you have any questions or concerns, please do not hesitate to contact us. If you agree to these terms as stated, please so indicate by signing the letter and returning to our office by email to Kelly. Our representation will commence upon receiving this letter signed by you.

Thank you.

Sincerely,

Courtney Presthus, Lawyer
Kelly Hendershot, Lawyer

CAP/KH:ns

Agreed to this ____ day of _____, 2024.

CENTRAL DAKOTA METROPOLITAN
PLANNING ORGANIZATION (CDMPO)

By: _____

OFFICE SHARING AGREEMENT

The parties to this office sharing agreement ("Agreement") are the Central Dakota Metropolitan Planning Organization ("CDMPO") ~~State of North Dakota, acting through its North Dakota Insurance Department on behalf of the State Fire Marshal ("STATE")~~, and the City of Minot, a North Dakota municipal corporation, ("LANDLORD") located at 10 3rd Ave SW, Minot, ND 58701515 2nd Avenue SW, Minot, ND 58702. CDMPOSTATE and LANDLORD are collectively referred to as the "Parties" herein;

1. SCOPE OF AGREEMENT

LANDLORD, in exchange for the consideration to be paid by the STATE-CDMPO as set forth herein, hereby agrees to provide shared office space situated in the City of Minot, County of Ward and State of North Dakota to and for the use of the CDMPOSTate Fire Marshal located at 10 3rd Ave SW, Minot, ND 5701, office #310 the Minot FIRE STATION 4 at 1505 SE 55th Street, Minot, ND 58072 (the location of which is hereinafter referred to as "Premises"). It is understood by and between the Parties that the office space which is the subject matter of this Agreement is located within a building utilized by the LANDLORD. Minot FIRE STATION 4. The terms of this Agreement reflect such usage.

2. TERM OF AGREEMENT

The term of this Agreement shall be for a period ~~of 24 months~~, commencing on the 1st day of June~~July~~ 2024~~3~~ and terminating on the 31st day of December 2025, ~~30th day of June 2025~~, unless terminated earlier as provided herein. This Agreement does not automatically renew.

3. AGREEMENT EXTENSION AND RENEWAL OPTIONS

The STATE-CDMPO reserves the right to extend the Agreement period for an additional period of time, not to exceed 12 months, beyond the normal expiration date of the Agreement.

CDMPOSTATE may renew this Agreement for three successive ~~one~~two-year terms by written notice prior to the expiration of the initial term or any term of renewal. Any renewal or extension will be according to the same terms and conditions of this Agreement.

4. PAYMENTS

CDMPOSTATE will pay rent ("Rent") to the LANDLORD for the use of the Premises described herein the total amount of \$3,6100.00 per annum (\$775~~300.00~~ per quartermonth). The payment shall follow the payment schedule per the table below:

<u>Quarter</u>	<u>2024</u>	<u>2025+</u>
<u>1st Quarter / January 1 – March 31</u>	<u>N/a</u>	<u>April 30</u>
<u>2nd Quarter / April 1 – June 30</u>	<u>October 31</u>	<u>July 31</u>
<u>3rd Quarter / July 1 – September 30</u>	<u>October 31</u>	<u>October 31</u>
<u>4th Quarter / October 1 – December 31</u>	<u>January 31, 2025</u>	<u>January 31 of the subsequent year</u>

The payment for 2nd Quarter 2024 will be prorated from the commencement date of this agreement (June 1, 2024) through June 30, 2024 (30 days) at a rate of \$8.61 per day. The total rent payment for 2nd Quarter 2024 is \$258.30.

~~be made in two semi-annual payments, the first being on or before July 31 of each year and the second on or before January 31 of each year and continuing thereafter for the term of this Agreement.~~ Payment shall be made to the City of Minot, 10 3rd Ave SW, Minot, ND 58701515

~~2nd Avenue SW, Minot, ND 58702~~ unless the STATE-CDMPO is notified otherwise in writing by LANDLORD.

5. LANDLORD'S OBLIGATIONS.

During the term of this Agreement, and any extensions or renewals, LANDLORD agrees:

- a. To provide and pay for all water, sewer, heat, electricity, air conditioning, internet access, and all other utility fees, excluding cellular~~tele~~ phone, charged against the Premises.
- ~~b. To allow STATE access to a wash bay on the Premises and utilization thereof.~~
- e-b. To perform all necessary maintenance and repairs requested by CDMPOSTATE which are related to use and habitability of the Premises.
- ~~d-c.~~ To keep the walkways and parking areas of the Premises free of accumulations of snow and ice and to cut and care for the grass, shrubbery, plants, and trees on the Premises.
- d. That LANDLORD shall not permit any activity to be conducted in other portions of the Premises that will materially interfere with CDMPOSTATE's use and enjoyment of the Premises. The Parties acknowledge that the Premises is primarily used as an fire station and ~~administration building~~ open to the public.
- e. After first receiving permission in writing from the ~~Minot Fire Chief~~ Property Maintenance Superintendent, STATE-CDMPO may install items which it deems necessary for maximum and optimum utilization of the Premises. CDMPOSTATE may, at any time, remove from the Premises all fixtures and other equipment owned by CDMPOSTATE; provided that the removal must be completed by termination of this Agreement or any renewal or extension. CDMPOSTATE agrees to repair any damages that may be done to the Premises resulting from the removal of the items, if any.
- f. That CDMPOSTATE may place signs and directories upon entrance doors, in hallways leading to its Premises, or doors and walls within the Premises.
- g. To have available free parking for use by CDMPOSTATE, its agents or designees, in the ~~lot Renaissance Ramp and provided for use by City of Minot~~ City Hall parking lot. the Minot Fire Department.
- h. To comply at its own expense with all federal, state~~STATE~~, county, and city laws and ordinances and all lawful rules, regulations, or orders of any duly constituted authority, present or future, affecting the Premises.
- i. To provide to STATE~~CDMPO~~, at no expense to the CDMPOSTATE, reasonable and standard Premises and building security. Any additional, unusual, or unique security required by CDMPOSTATE due to CDMPOSTATE's use of Premises, shall be at the CDMPOSTATE's sole expense. STATE~~CDMPO~~ may, at any time, remove from the Premises all security fixtures and other security equipment owned by CDMPOSTATE; provided the removal is completed by termination of this Agreement or any renewal or extension. CDMPOSTATE agrees to repair any damages that may be done to the Premises resulting from the removal of the security items, if any.
- j. To provide access to meeting rooms, communication services and bathroom facilities.
- k. To pay all real estate taxes and special assessments on the Premises during the Term of the Agreement.

6. STATE'S OBLIGATIONS.

For the term of this Agreement, and any renewals or extensions, STATE-CDMPO agrees:

- a. To pay the amounts set forth in this Agreement when due.
- b. To keep the Premises in reasonable condition - the same as at the commencement of the term or as it may be put by the LANDLORD, except for reasonable use and wear, and

- damage by fire and unavoidable casualty.
- c. Not to make any unlawful, improper, or offensive use of the Premises, and to observe all the laws of the State of North Dakota and the ordinances of the City of Minot in force from time to time relating to the Premises.
- d. To permit the LANDLORD at all reasonable times to enter and examine the Premises and to make necessary repairs for the protection of the Premises.
- e. To surrender the Premises to LANDLORD at the expiration of the term; and, in default of the payment due or failure to perform its obligations under this Agreement, to surrender the Premises upon demand made by LANDLORD.
- f. To maintain at its own expense and assume responsibility for all office equipment, furniture, and fixtures installed by STATECDMPO.

7. **TERMINATION OF AGREEMENT**

- a. **Termination by Mutual Agreement.** This Agreement may be terminated by mutual consent of both parties, in writing.

Termination for lack of funding or authority, and in public interest. ~~The STATE has no obligation under this Agreement for the initial or succeeding terms if the North Dakota Legislature fails to appropriate to STATE sufficient funds to defray the full rental costs.~~ CDMPOSTATE, without any liability, may terminate this Agreement effective upon delivery of written notice to the LANDLORD, or on any later date stated in the notice, under any of the following conditions:

- (1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow the payment of the rental cost as provided under this Agreement. The Agreement may be modified by agreement of the Parties in writing to accommodate a reduction in funds.
- (2) If alternative space becomes available within a member-jurisdiction-state-owned government-building that is more suitable for CDMPO operations as determined by the CDMPO Policy Board.
- (3) If CDMPOSTATE's authority to spend its appropriations is reduced or limited by law, ~~government directive (e.g. by Governor for executive branch agencies or agency heads)~~, or by reductions in federal or other grant funds to a point, STATECDMPO, in its sole discretion, deems insufficient to pay the full rental cost for the remainder of the Term of this Agreement.
- ~~(4) STATE is entering into this Agreement for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the State of North Dakota, STATE, in its sole discretion, by written notice to the LANDLORD, may terminate this Agreement in whole or in part.~~

- b. **Termination for cause.** The STATE-CDMPMO by written notice to the LANDLORD may terminate the whole or any part of this Agreement:

- (1) If the LANDLORD fails to comply with any of its obligations under this Agreement, or if STATE-CDMPO determines it must relocate to comply with the Americans With Disabilities Act of 1990 or any rules adopted under the act, or with any other stateSTATE or federal law or rules by providing thirty (30) days' written notice to LANDLORD.

- (2) If the Premises described herein are destroyed or damaged by fire or the elements to the extent they become untenable, then this Agreement shall immediately terminate, unless the LANDLORD, within twenty (20) days of the happening of the event, gives written notice of intention to restore the building and shall fully restore the Premises within a reasonable time. During the term between destruction and restoration of the Premises payment shall not be due, and if Rent has already been paid, LANDLORD shall refund to ~~STATE~~ CDMPO all that portion of the prepaid Rent attributable to the time during which ~~CDMPOSTATE~~ was unable to use the Premises for its intended use.

- c. **Termination by LANDLORD.** LANDLORD may terminate this Agreement without cause upon 90 days' notice in writing.

Termination due to default. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. If the defaulting party fails to cure its breach within seven (7) days or other such time period as specified in the notice by the non-defaulting party, this Agreement shall terminate. Upon termination of this Agreement, the ~~CDMPOSTATE~~ shall forthwith pay LANDLORD for the leased space through the date of termination at daily rate and vacate the Premises by date of termination. Non-payment by the ~~CDMPOSTATE~~ of LANDLORD'S invoices within 30 days of LANDLORD rendering same is agreed to constitute a material breach of this Agreement and, upon written notice and failure to remedy the breach as prescribed above, this Agreement shall terminate and LANDLORD shall be entitled to recover the leased Premises from the ~~CDMPOSTATE~~.

8. HOLDING OVER

If ~~STATE-CDMPO~~ remains in possession of the Premises after the Agreement expires, and the LANDLORD accepts payment from ~~CDMPOSTATE~~, the Agreement shall be deemed renewed on a ~~month-to-month~~ month-to-month basis with all other terms and conditions of this Agreement remaining in effect until otherwise agreed in writing.

9. MERGER AND MODIFICATION

This Agreement constitutes the entire Agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both parties.

10. SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

11. ASSIGNMENT

This Agreement must not be assigned or subleased by ~~STATE-CDMPO~~ without LANDLORD's written consent, unless to another state entity. This Agreement does not terminate if the Premises are sold but continues throughout its entire Term, including any exercised or remaining Renewal Term(s).

12. NOTICE

All notices or other communications required under this Agreement shall be given by registered or certified mail and are complete on the date mailed when addressed to the Parties at the following addresses:

STATE <u>CDMPO</u>	LANDLORD
Name <u>John Van Dyke</u>	Name <u>Harold Stewart</u>
Title <u>Executive Director</u>	Title <u>City Manager</u>
Address <u>PO Box 5006</u>	<u>PO Box 5006</u> Address
City, State, Zip <u>Minot, ND 58702</u>	<u>Minot, ND 58702</u> City, State, Zip

~~Notice provided under this provision does not meet the notice requirements for monetary claims against the STATE found at N.D.C.C. § 32-12.2-04.~~

13. APPLICABLE LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of WARD County, North Dakota. The Parties consent to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

14. ALTERNATIVE DISPUTE RESOLUTION - JURY TRIAL

By entering this Agreement, ~~STATE-CDMPO~~ does not agree to binding arbitration, mediation or any other form of mandatory Alternative Dispute Resolution. The Parties may enforce rights and remedies in judicial proceedings. ~~CDMPO~~~~STATE~~ does not waive any right to a jury trial.

15. NOTICE OF POTENTIAL CLAIMS - PRESERVATION OF EVIDENCE

LANDLORD shall promptly notify ~~STATE-CDMPO~~ of all potential claims which arise from or result from this Agreement. LANDLORD shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to ~~CDMPO~~~~STATE~~ the opportunity to review and inspect such evidence, including the scene of an accident.

16. INDEMNITY

LANDLORD and ~~STATE-CDMPO~~ each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

17. INSURANCE

LANDLORD shall secure and keep in force during the term of this Agreement, from insurance companies or a government self-insurance pool authorized to do business in North Dakota, the following insurance coverages:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- b. Automobile liability, including Owned, Hired, and Non-Owned automobiles, with

- minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- c. Property insurance insuring the full and true value of all LANDLORD's real property and personal property located on or in the building in which the leased premises are located for all losses. LANDLORD waives any right to seek compensation from ~~STATE-CDMPO~~ for any covered losses for which this required insurance is to apply. LANDLORD shall require all other tenants, if applicable, to have property insurance covering the full and true value of all of said tenant(s)' personal property located on or in the building together with a waiver of subrogation.
- d. Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this Agreement.
- e. Employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

- a. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the LANDLORD. The amount of any deductible or self-retention is subject to approval by the ~~STATE~~CDMPO.
- b. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the ~~CDMPOSTATE~~. The policies shall be in form and terms approved by the ~~CDMPOSTATE~~.
- c. The ~~CDMPOSTATE~~ and its agencies, officers, and employees shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The ~~STATE-CDMPO~~ 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 LANDLORD.
- d. The insurance required in this agreement, through a policy or endorsement, shall include:
 - 1) "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the ~~CDMPOSTATE~~;
 - 2) Cross liability/severability of interest for all policies and endorsements;
 - 3) The legal defense provided to the ~~CDMPOSTATE~~ under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the ~~CDMPOSTATE~~ is necessary;
- e. The LANDLORD shall furnish a certificate of insurance to the undersigned ~~CDMPOSTATE~~ representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- f. Failure to provide insurance as required in this agreement is a material breach of contract entitling the ~~CDMPOSTATE~~ to terminate this agreement immediately.
- g. LANDLORD shall provide at least 30 days' notice of any cancellation or material change to the policies or endorsements. LANDLORD shall provide on an ongoing basis, current certificates of insurance during the term of the contract. A renewal certificate will be provided 10 days prior to coverage expiration.

18. CONFIDENTIALITY

LANDLORD shall not use or disclose any information it receives from ~~CDMPOSTATE~~ under this Agreement that ~~CDMPOSTATE~~ has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by ~~CDMPOSTATE~~. ~~CDMPOSTATE~~ shall not disclose any information it

receives from LANDLORD that LANDLORD has previously identified as confidential and that CDMPOSTATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. ch. 44-04. The duty of CDMPOSTATE and LANDLORD to maintain confidentiality of information under this section continues beyond the Term of this Agreement.

LANDLORD acknowledges STATE-CDMPO possesses substantial amounts of information at the leased Premises that is confidential pursuant to state law. LANDLORD, if it views, comes into possession of, or otherwise becomes knowledgeable of confidential information located at the leased Premises, shall maintain the confidentiality of that information and shall refrain from re-disclosing that information to any third party. LANDLORD shall require, by contract, any agent it retains to fulfill its obligations otherwise set out in this Agreement to similarly maintain the confidentiality of any information it views, comes into possession or of which otherwise becomes knowledgeable. Those indemnity provisions otherwise set out in this Agreement specifically apply to this confidentiality requirement.

19. COMPLIANCE WITH PUBLIC RECORDS LAWS

Under the North Dakota public records law and subject to the Confidentiality clause of this Agreement, certain records may be open to the public upon request. Public records may include: (a) records STATE-CDMPO receives from LANDLORD under this Agreement, (b) records obtained by either Party under this Agreement, and (c) records generated by either Party under this Agreement. LANDLORD agrees to contact CDMPOSTATE immediately upon receiving a request for information under the public records law and to comply with CDMPOSTATE's instructions on how to respond to such request.

20. STATE AUDIT

~~Pursuant to N.D.C.C. § 54-10-19, all records, regardless of physical form, and the accounting practices and procedures of LANDLORD relevant to this Agreement are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. LANDLORD shall maintain these records for at least three (3) years following completion of this Agreement and be able to provide them upon reasonable notice. STATE, State Auditor, or Auditor's designee shall provide reasonable notice to LANDLORD prior to conducting examination.~~

21.20. COUNTERPARTS

This Agreement may be executed in multiple, identical counterparts, each of which is deemed to be an original, and all of which taken together shall constitute one and the same agreement.

22.21. EFFECTIVENESS OF AGREEMENT

~~This Agreement is not binding on STATE until it is reviewed by the Office of Attorney General and approved by the Facility Management Division, Office of Management and Budget, as required in N.D.C.C. § 54-21-24.1. Moreover, t~~his Agreement is not effective until fully executed by both parties.

LANDLORD	<u>CDMPO</u>ENTRAL DAKOTA MPO
<u>City of Minot, North Dakota</u>	
BY:	BY:
Name: <u>Harold Stewart</u>	Name: <u>John Van Dyke</u>
Title: <u>City Manager</u>	Title: <u>Executive Director</u>
Date:	Date:

FORM APPROVED BY ATTORNEY GENERAL:

BY: /s/Tyler N.E. Erickson DATE: June 27, 2023

APPROVED BY FACILITY MANAGEMENT:

BY: _____ DATE: _____

a. _____

b. _____

City of Minot, North Dakota
Balance Sheet
Central Dakota Metropolitan Planning Organization
July 31, 2024
With Comparative Totals for July 31, 2023
(Unaudited)

	July 31, 2024	July 31, 2023
ASSETS		
Cash and cash equivalents	\$ 99,413	\$ -
Prepays	500	-
Total assets	<u>\$ 99,913</u>	<u>\$ -</u>
LIABILITIES		
Accounts payable	\$ 2,493	\$ -
Accrued salaries and benefits payable	7,334	-
Total liabilities	<u>9,827</u>	<u>-</u>
FUND BALANCE		
Nonspendable	\$ 500	-
Committed for CDMPO activities	89,586	\$ -
Total fund balance	<u>90,086</u>	<u>-</u>
Total liabilities and fund balance	<u>\$ 99,913</u>	<u>\$ -</u>

City of Minot, North Dakota
Schedule of Revenues, Expenditures and Changes in Fund Balance, Budget to Actual
Special Revenue Fund
July 31, 2024
With Comparative Totals for July 31, 2023
(Unaudited)

Central Dakota Metropolitan Planning Organization					
	Original Budgeted Amounts	Final Budgeted Amounts	July 31, 2024 Actual Amounts	Variance with Final Budget	July 31, 2023 Actual Amounts
REVENUES					
Federal revenues	\$ -	\$ 258,698	\$ -	\$ (258,698)	\$ -
Local operating revenues	-	20,049	34,370	14,321	-
Interest income	-	-	112	112	-
Total revenues	-	278,748	34,482	(244,266)	-
EXPENDITURES					
Current					
Salaries	-	79,043	14,977	64,066	-
Employee benefits	-	23,399	3,927	19,472	-
Professional services	-	193,113	500	192,613	-
Property services	-	14,047	-	14,047	-
Purchased services	-	9,411	1,493	7,918	-
Supplies	-	4,360	-	4,360	-
Total expenditures	-	323,373	20,897	302,476	-
Excess (deficiency) of revenues over (under) expenditures	-	(44,626)	13,585	58,211	-
OTHER FINANCING SOURCES (USES)					
Transfers in	-	-	76,501	76,501	-
Total other financing sources (uses)	-	-	76,501	76,501	-
Net change in fund balance	\$ -	\$ (44,626)	90,086	\$ 134,712	-
Fund balance, January 1			-		-
Fund balance, July 31			\$ 90,086		\$ -

Expenditures:	Invoice #	Amount
7/5/24 Payroll J. Van Dyke		\$ 5,814.69
7/19/24 Payroll J. Van Dyke		\$ 5,755.77
AMPO Membership	2025138	\$ 500.00
AMPO Annual Conference	AMPO-GU-24EV4414	\$ 745.00
Delta Airlines		\$ 747.95
Total of invoices		13,563.41