



Central Dakota MPO Policy Board Meeting
Thursday, October 24, 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

Recommended Motion: I move to approve the minutes of the September 19, 2024 meeting as presented.

3. OLD BUSINESS

3.1. OFFICE LEASE

Recommended Motion: I move to approve the Executive Director to sign the Office Sharing Agreement on behalf of the Central Dakota MPO as presented.

3.2. PUBLIC PARTICIPATION PLAN (PPP) FINAL APPROVAL

Recommended Motion: I move to approve the Public Participation Plan as presented.

3.3. UPDATED MONTHLY ACTIVITIES DOCUMENT

This item is informational only; no action required.

3.4. UPDATED LIST OF STAKEHOLDERS/FOCUS GROUP PARTICIPANTS

Activity: Review/Modify DRAFT Stakeholder Focus Group Participant List

4. NEW BUSINESS

4.1. FINANCE DOCUMENTS

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

4.2. CDMPO WEBSITE DISCUSSION

Activity: Discuss Central Dakota MPO Website Options

5. OTHER BUSINESS

5.1. OPPORTUNITY FOR PUBLIC COMMENT

6. ADJOURNMENT

CENTRAL DAKOTA METROPOLITAN PLANNING ORGANIZATION
MEETING MINUTES
September 19, 2024 at 3:00 PM
3rd Floor Executive Conference Room, City Hall (10 3rd Ave SW)

John Fjeldahl called the meeting to order at 3:00 p.m.

1. Roll Call:

The following members were present:

Burlington City- None

Minot City- Paul Pitner (alternate), Lisa Olson

Surrey City- Michael Thiesen

Ward County- John Fjeldahl

Others Present: John Van Dyke, Dana Larsen, Wayne Zacher, Brittany Shefstad, and Nicole Robinson

Absent: Jerick Hedges, Harold Stewart, Bucky Anderson, Mark Jantzer

2.1. Review/Approval of the August Policy Board Meeting Minutes

Mike Thiesen moved to approve the August 22, 2024 meeting minutes as presented. The motion was seconded by Lisa Olson and carried the following vote: ayes: Pitner, Olson, Fjeldahl, and Thiesen; nays: none.

3. Old Business:

Item 3.1. Monthly Activities

On September 10, John Van Dyke led the initial Technical Advisory Committee Meeting that included the MTP Consultants attending virtually. He discussed modifying consultant interactions with TAC with the intention of reallocating cost savings from virtual meetings toward more meaningful and beneficial interactions throughout the project. He indicated that he has been meeting with the consultants bi-weekly.

Van Dyke informed members of a Transportation Demand Model Sub-Group which is a component of the Technical Advisory Committee and is focusing on transportation analysis zones. Van Dyke welcomed Policy Board Members to take part in this sub-group if they have interest. Meetings are bi-weekly.

Van Dyke reported the consultant is actively working on the financial analysis component of the MTP, with the member jurisdictions being solicited for data in order to better forecast future financials. He will be introducing himself and presenting the MTP to the member jurisdictions beginning with Ward County on October 1st and the City of Minot, Burlington, and Surrey on October 7th. He discussed public engagement opportunities and the MTP website.

Van Dyke reminded the group that the UPWP is the budget. The 2024 and 2025 budgets are waiting on final approval. Upon approval, Van Dyke will submit each to Federal Highway, FTA, and NDDOT.

Regarding the Public Participation Plan (PPP), Van Dyke reported receiving four comments from the public and will respond to them within the final PPP document. He shared a summary of meetings and trainings he attended and dates of upcoming training and days he has scheduled off. He also reported executing a legal contract with the law team at Ebeltoft.Sickler and that the EIN has been successfully cancelled by the IRS.

2024 UPWP Amendment #1

Van Dyke explained that the amendment is lowering the accountant hours originally allocated, and adding those hours to an office assistant position. He showed members the track changes form and discussed the benefits of using current office assistant employees of member jurisdictions rather than hiring an office assistant specifically for the MPO. He mentioned the need for a full-time position in the future.

Lisa Olson moved to approve Amendment #1 of the 2024 UPWP as presented. This was seconded by Mike Thiesen and carried the following vote: ayes: Pitner, Olson, Fjeldahl, and Thiesen; nays: none.

2025 UPWP Final Draft

Van Dyke reminded members he had presented the draft at the July 25, 2024 Policy Board Meeting where it was approved and then submitted to Federal Highway, NDDOT, and FTA for review. Comments were received by these agencies and corresponding changes were made by Van Dyke.

Paul Pitner moved to approve the final draft of the 2025 UPWP as presented. This was seconded by Lisa Olson and carried the following vote: ayes: Pitner, Olson, Fjeldahl, and Thiesen; nays: none.

Metropolitan Transportation Plan (MTP) Update

At the September 10 TAC Meeting the consultants attended virtually and presented the MTP goals, objectives, and policies. All of the documents and slides used in the presentation are available to the MPO Policy Board.

October 15th and 16th are scheduled dates for public engagement opportunities. There will also be InputID opportunities to map areas of particular interest. There will be 6 focus groups held in November to help in the further development of goals, objectives, and policies. TAC helped provide names of companies and organizations to add to the list of stakeholders. Policy Board members discussed this list. Thiesen pointed out the new MPO logo and Van Dyke explained how the consultants came up with it.

New Business:

ATAC Agreement

Van Dyke provided an overview of the ATAC Agreement and discussed the financial requirements of membership. He was able to get the 2024 membership dues waived due to being under contract with the DOT. Wayne Zacher discussed some of the contract details. Van Dyke asked for approval of the contract.

Thiesen moved to approve the Executive Director to execute the three-year contract as presented. The motion was seconded by Pitner and carried the following vote: ayes: Pitner, Olson, Fjeldahl, and Thiesen; nays: none.

Monthly Financial Report

Brittany Shefstad presented the balance sheet, income statement, and a list of expenditures for the month of August. Van Dyke clarified that the consultant fees would be added to the next monthly report.

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

Other Business

Opportunity for Public Comment

No public present

John Fjeldahl asked how often the MPO Director is meeting with committees. Van Dyke explained that he has monthly meetings with the TAC and the Policy Board, bi-weekly meetings with the MTP Consultants and the Transportation Demand Model Committee. He also meets with sub-groups for the MPP Project, attends MPO Directors Meetings, and one-on-one meetings with Wayne Zacher. Fjeldahl asked for clarification on the structure and process regarding how projects get to the Policy Board. Van Dyke clarified that Policy Board will be presented with project memo's, and information resulting from public engagement. He also suggested the possibility of the consultants attending virtually to present updates. He explained how the information gets from subgroups to Policy Board. Dana Larsen provided examples for further clarification.

All the jurisdictions are providing data, information, and documents to the consultants who then put everything together and present it to TAC and the sub-groups for review. The consultants proceed with changes based on feedback received and are also responsible for presenting at the public engagement opportunities. Van Dyke encouraged Policy Board members to attend one of the public engagement opportunities to see the presentations.

Zacher clarified that ultimately the jurisdictions and Policy Board will be making the final approvals. Van Dyke and Larsen emphasized this being primarily a time of data collection that will eventually lead to more actionable projects. Van Dyke will ask the consultants to present on the public engagement and stakeholder feedback at the December Meeting.

Adjournment

There being no further business, Thiesen moved to adjourn the meeting. The motion was seconded by Olson and carried unanimously. The meeting adjourned at 4:12 pm.

OFFICE SHARING AGREEMENT

The parties to this office sharing agreement ("Agreement") are the Central Dakota Metropolitan Planning Organization ("CDMPO"), and the City of Minot, a North Dakota municipal corporation, ("LANDLORD") located at 10 3rd Ave SW, Minot, ND 58701. CDMPO 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 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 CDMPO at 10 3rd Ave SW, Minot, ND 5701, office #310 (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. The terms of this Agreement reflect such usage.

2. TERM OF AGREEMENT

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

3. AGREEMENT EXTENSION AND RENEWAL OPTIONS

The 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.

CDMPO may renew this Agreement for three successive one-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

CDMPO will pay rent ("Rent") to the LANDLORD for the use of the Premises described herein the total amount of \$3,100.00 per annum (\$775 per quarter). The payment shall follow the payment schedule per the table below:

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

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.

Payment shall be made to the City of Minot, 10 3rd Ave SW, Minot, ND 58701 unless the 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 phone, charged against the Premises.

- b. To perform all necessary maintenance and repairs requested by CDMPO which are related to use and habitability of the Premises, including structural, pest control, and security.
- 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 CDMPO's use and enjoyment of the Premises. The Parties acknowledge that the Premises is primarily used as an administration building open to the public.
- e. After first receiving permission in writing from the Property Maintenance Superintendent, CDMPO may install items which it deems necessary for maximum and optimum utilization of the Premises. CDMPO may, at any time, remove from the Premises all fixtures and other equipment owned by CDMPO; provided that the removal must be completed by termination of this Agreement or any renewal or extension. CDMPO agrees to repair any damages that may be done to the Premises resulting from the removal of the items, if any.
- f. That CDMPO 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 CDMPO, its agents or designees, in the Renaissance Ramp and City of Minot City Hall parking lot.
- h. To comply at its own expense with all federal, 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 CDMPO, at no expense to the CDMPO, reasonable and standard Premises and building security. Any additional, unusual, or unique security required by CDMPO due to CDMPO's use of Premises, shall be at the CDMPO's sole expense. CDMPO may, at any time, remove from the Premises all security fixtures and other security equipment owned by CDMPO; provided the removal is completed by termination of this Agreement or any renewal or extension. CDMPO 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. CDMPO'S OBLIGATIONS.

For the term of this Agreement, and any renewals or extensions, 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 CDMPO.

7. TERMINATION OF AGREEMENT

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

- b. **Termination for lack of funding or authority, and in public interest.** CDMPO, 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-owned building that is more suitable for CDMPO operations as determined by the CDMPO Policy Board.
 - (3) If CDMPO's authority to spend its appropriations is reduced or limited by law, or by reductions in federal or other grant funds to a point, CDMPO, in its sole discretion, deems insufficient to pay the full rental cost for the remainder of the Term of this Agreement.
- c. **Termination for cause.** The CDMPO 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 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 state 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 CDMPO all that portion of the prepaid Rent attributable to the time during which CDMPO was unable to use the Premises for its intended use.
- d. **Termination by LANDLORD.** LANDLORD may terminate this Agreement without cause upon 90 days' notice in writing.
- e. **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 CDMPO 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 CDMPO 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 CDMPO.

8. HOLDING OVER

If CDMPO remains in possession of the Premises after the Agreement expires, and the LANDLORD accepts payment from CDMPO, the Agreement shall be deemed renewed on a

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 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:

CDMPO	LANDLORD
John Van Dyke	Harold Stewart
Executive Director	City Manager
PO Box 5006	PO Box 5006
Minot, ND 58702	Minot, ND 58702

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, 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 does not waive any right to a jury trial.

15. NOTICE OF POTENTIAL CLAIMS - PRESERVATION OF EVIDENCE

LANDLORD shall promptly notify 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 the opportunity to review and inspect such evidence, including the scene of an accident.

16. INDEMNITY

LANDLORD and CDMPO each agree 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 insurances:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable); Automobile liability, including Owned, Hired, and Non-Owned automobiles;
- b. 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 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;
- c. Workers compensation that provides coverage for all states of operation that apply to the performance of this Agreement;
- d. Employer's liability or "stop gap" insurance as an endorsement on the workers compensation or commercial general liability insurance;
- e. Inland marine insurance; and
- f. Cyber security 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 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 CDMPO. The policies shall be in form and terms approved by the CDMPO.
- c. The CDMPO 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 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 CDMPO;
 - 2) Cross liability/severability of interest for all policies and endorsements;

- 3) The legal defense provided to the CDMPO under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the CDMPO is necessary;
- e. The LANDLORD shall furnish a certificate of insurance to the undersigned CDMPO 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 CDMPO 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 CDMPO under this Agreement that CDMPO 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 CDMPO. CDMPO shall not disclose any information it receives from LANDLORD that LANDLORD has previously identified as confidential and that CDMPO 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 CDMPO and LANDLORD to maintain confidentiality of information under this section continues beyond the Term of this Agreement.

LANDLORD acknowledges 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 of 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 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 CDMPO immediately upon receiving a request for information under the public records law and to comply with CDMPO's instructions on how to respond to such request.

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.

21. EFFECTIVENESS OF AGREEMENT

This Agreement is not effective until fully executed by both parties.

LANDLORD	CDMPO
BY:	BY:
<i>Name: Harold Stewart</i>	<i>Name: John Van Dyke</i>
<i>Title: City Manager</i>	<i>Title: Executive Director</i>
Date:	Date:

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 58701~~515 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 CDMPO State 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,~~61~~00.00 per annum (\$~~775~~300.00 per quarter~~month~~). 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 58701 ~~515 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.
- ~~c.~~ b. To perform all necessary maintenance and repairs requested by CDMPOSTATE which are related to use and habitability of the Premises, including structural, pest control, and security.
- ~~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 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 STATECDMPO, 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. STATECDMPO 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-CDMPO'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.

- b. 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-c.~~ 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.

~~e.d.~~ **Termination by LANDLORD.** LANDLORD may terminate this Agreement without cause upon 90 days' notice in writing.

e. 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:

<u>STATE</u> <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. CDMPOSTATE 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 CDMPOSTATE 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 insurances: ~~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.a.~~ 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.b.~~ 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.c.~~ Workers compensation ~~that coverage meeting all statutory requirements. The policy shall provide~~ coverage for all states of operation that apply to the performance of this Agreement:-
- d. 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:-
- e. Inland marine insurance; and
- e.f. Cyber security 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 STATECDMPO.
- 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~~This 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:

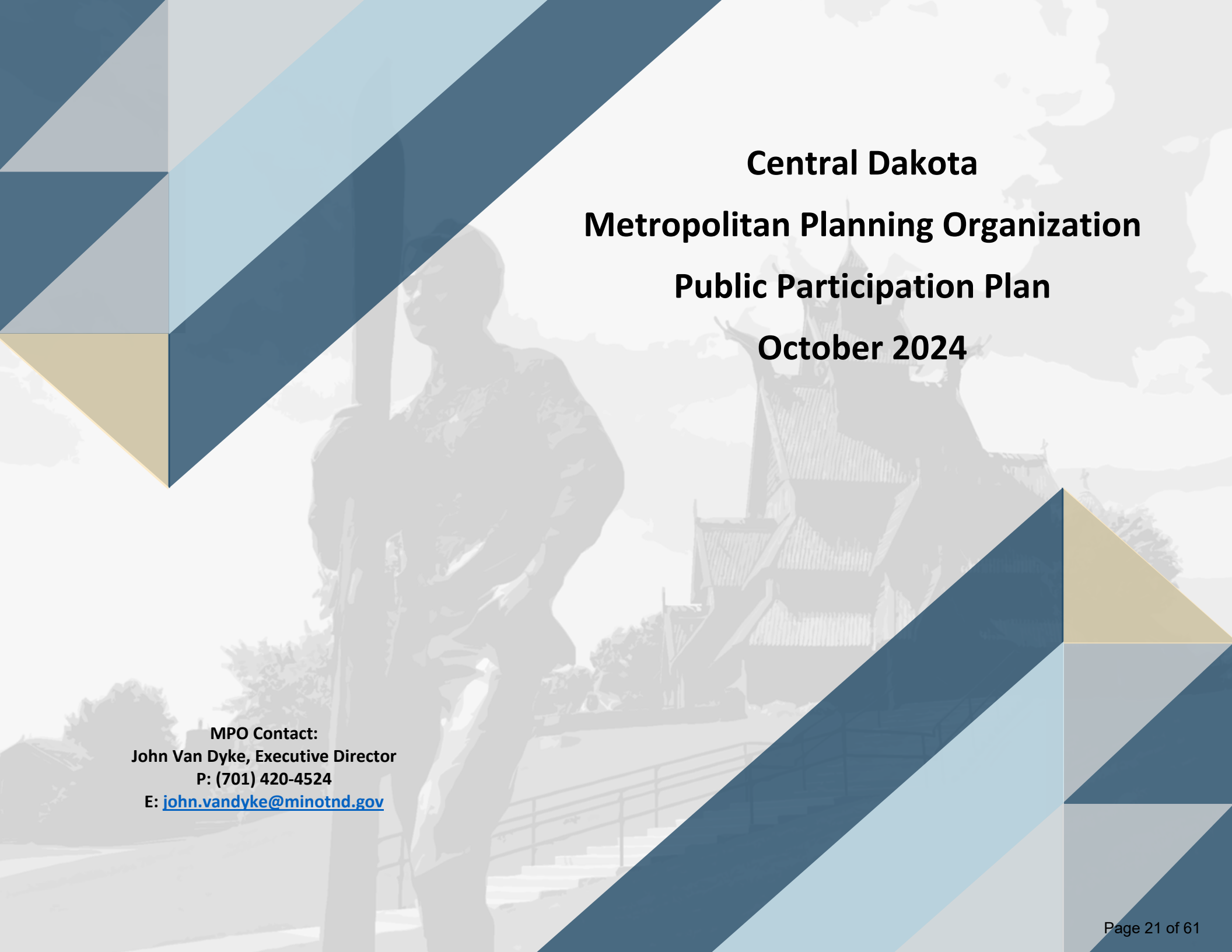
BY: /s/Tyler N.E. Erickson DATE: June 27, 2023

APPROVED BY FACILITY MANAGEMENT:

BY: _____ DATE: _____

a. —

b. —



Central Dakota Metropolitan Planning Organization Public Participation Plan October 2024

MPO Contact:
John Van Dyke, Executive Director
P: (701) 420-4524
E: john.vandyke@minotnd.gov



Contents

1. Introduction	4
1.1. What is Transportation Planning?	4
1.2. What is Public Participation?	4
1.3. What is a Metropolitan Planning Organization (MPO)?	5
1.4. What is the Central Dakota Metropolitan Planning Organization (CDMPO).....	5
Central Dakota Metropolitan Planning Organization Structure	7
1.5. What is the Public Participation Plan?	7
1.6. Applicable Regulations of the Public Participation Plan	8
Federal	8
State of North Dakota	12
2. Stakeholder Outreach Tools and Techniques	13
2.1. Stakeholders, Organizations, and Interest Groups	13
2.2. CDMPO Webpage (www.minotnd.gov/807/Metropolitan-Planning-Organization)	14
2.3. Social Media	14
2.4. Email Notifications	14
2.5. Meetings	14
Meeting Locations.....	15
Virtual and Hybrid Meetings	15
Meeting Days and Times.....	16
Study Committees.....	16
Meeting Notices	16
Meeting Formats.....	17



2.6. Discussion with CDMPO Staff Members	18
2.7. Surveys and Questionnaires.....	18
2.8. Pop-Up Displays	18
2.9. Staff Presentations.....	18
2.10. On-Site Project Messaging.....	19
2.11. Visualization Techniques.....	19
2.12. News Media	19
3. Public Participation Procedures	20
3.1. Metropolitan Transportation Plan (MTP)	20
3.2. Transportation Improvement Program (TIP)	23
3.3. Unified Planning Work Program (UPWP).....	24
3.4. Public Participation Plan (PPP).....	26
3.5. Transit Development Plan (TDP)	27
3.6. Other Corridor Studies and Sub-Area Plans.....	28
4. Measuring Effectiveness	30
5. Comments	31



1. Introduction

This section of the Public Participation Plan provides an overview of planning and public participation and the role of the Central Dakota Metropolitan Planning Organization (CDMPO) in effecting both. This section also outlines the purpose of the Public Participation Plan in guiding the CDMPO to fulfill its commitment to a continuous, cooperative, and comprehensive planning process as required by 23 U.S.C., Section 134.

1.1. What is Transportation Planning?

Transportation planning is the foundation for making sound investments into the infrastructure that moves people and goods.

As the federally designated Metropolitan Planning Organization (MPO) for the cities of Minot, Burlington, Surrey, and parts of Ward County, the Central Dakota Metropolitan Planning Organization (CDMPO) works with local stakeholders and policymakers to anticipate and plan for the best ways to meet the transportation needs of the area.

The CDMPO's plans, studies and programs identify priorities for funding transportation projects (from federal, state and local funding sources) that serve people of all ages and abilities in all modes of travel — whether by car, bike, bus, air, water or on foot.

1.2. What is Public Participation?

Public participation ensures that transportation investments are developed with input from the people who know the area best.

Public participation means that multiple stakeholders are involved in planning projects. It is a two-way process that provides opportunities for those who live and work in the area to give input. The process creates a setting for CDMPO to give information, answer questions, and understand community members' perspectives on the issues they care about.

The CDMPO recognizes that effective public involvement is inclusive of the needs of all transportation system users with an emphasis on traditionally underserved populations. As part of our public involvement efforts, the CDMPO seeks out locations and methods of engagement that facilitates and encourages participation by potentially affected minority groups, people with disabilities, and low-income individuals and households.



1.3. What is a Metropolitan Planning Organization (MPO)?

Metropolitan Planning Organizations (MPOs) originate from the 1950s during the construction of the Eisenhower Interstate System. At the time, the Federal Government was giving large grants to states to build their individual segments of the interstate system. Some state engineers, under pressure to minimize costs, made significant decisions about where the interstate highway would be built without any coordination with the cities, towns, or counties that would be impacted by those decisions. The state department of transportation simply imposed the construction on local communities. In many cases, the poorest neighborhoods were razed or segmented because the price of land was cheaper.

By the late 1950s and early 1960s, lawsuits seeking to block construction of portions of the interstate highway system began to appear. The Federal Government concluded that a better, more cooperative process was needed.

In 1962, President Kennedy signed into law the Federal Highway Act that required urban areas of more than 50,000 residents to create or designate an interjurisdictional planning organization responsible for carrying out a continuous, cooperative, and comprehensive (3-C) transportation planning process. These interjurisdictional organizations are known as MPOs.

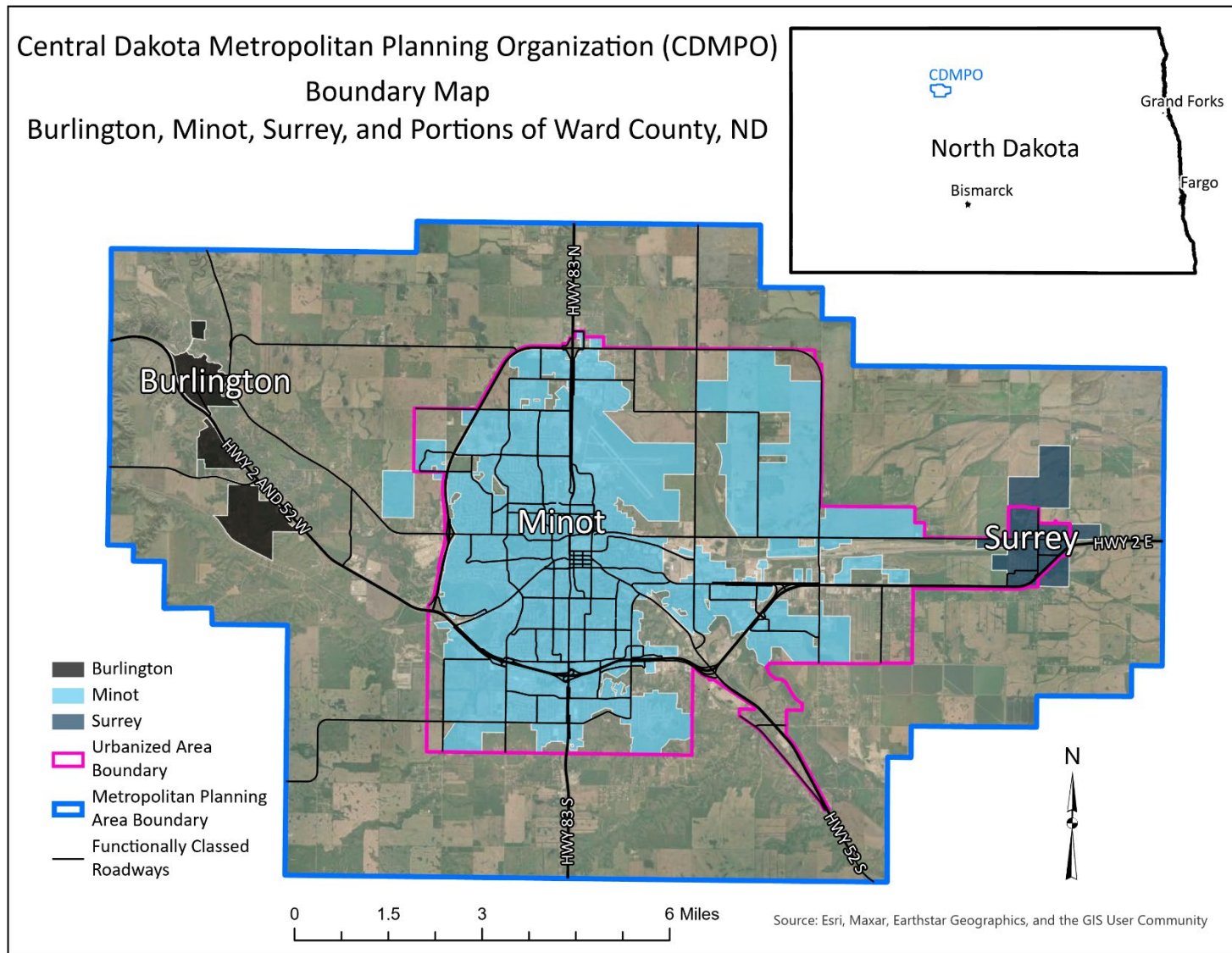
1.4. What is the Central Dakota Metropolitan Planning Organization (CDMPO)

The Central Dakota Metropolitan Planning Organization (CDMPO) is the designated Metropolitan Planning Organization (MPO) for the Minot area. The Urbanized Area (UA) includes the most populous and developed portion of the CDMPO and encompasses the cities of Minot, Surrey, and portions of Ward County. The broader Metropolitan Planning Area (MPA) includes the City of Burlington and additional portions of Ward County. Together, these geographies comprise the area of oversight by the CDMPO. A map of the CDMPO Urbanized Area and Metropolitan Planning Area are provided in Figure 1.

The CDMPO's core function is to provide a setting for a continual, coordinated and cooperative ("3-C") transportation planning process to occur. This process strives to build regional agreement on transportation investments that balance pedestrian, bicycle, public transit, roadway, and other transportation needs while supporting regional environmental, land use, and economic goals.



Figure 1. Central Dakota Metropolitan Planning Organization Boundary Map





Central Dakota Metropolitan Planning Organization Structure

The CDMPO is represented by four member-jurisdictions – The City of Minot, the City of Burlington, the City of Surrey, and Ward County. The CDMPO is structured with a Technical Advisory Committee that provides recommendations to the Policy Board. The Policy Board is the decision-making body. The Executive Director of the CDMPO is the primary staff member to facilitate discussion/recommendation of the TAC and administrate the directives of the Policy Board.

The Technical Advisory Committee (TAC) is comprised of staff or other contracted representatives from each member-jurisdiction, the Executive Director of the CDMPO, and North Dakota Department of Transportation to provide input, guidance, and recommendations to the Policy Board on a variety of different transportation-related planning efforts. TAC members include those with technical expertise in the areas of planning and engineering, as well as those that have specific knowledge and understanding of their respective locale. Collectively, the TAC members provide a grounded, area-wide perspective of the transportation system.

The Policy Board is comprised of elected officials from each of the member-jurisdictions and the City Manager of the City of Minot. Together, they evaluate recommendations from the TAC and make decisions on plans, study, and project priorities, as well as set the annual budget.

1.5. What is the Public Participation Plan?

Federal regulations direct the CDMPO to develop and use a Public Participation Plan (PPP) to ensure that citizens and stakeholders are given reasonable opportunities to be involved and give input into the metropolitan transportation planning process.

The PPP details the CDMPO's methods and strategies for public engagement and outreach and is directed at two key audiences - members of the public and CDMPO staff.



1.6. Applicable Regulations of the Public Participation Plan

The PPP addresses federal and state mandates surrounding interested parties, participation, and consultation through the planning process. The applicable federal and state laws that inform the processes and procedures contained in this PPP are provided in the following subsections.

Federal

Table 1. 23CFR 450.316 Section (a) - Interested parties, participation, and consultation

Citation	Requirement
23CFR 450.316 (a)	The MPO shall develop and use a documented participation plan that defines a process for providing individuals, affected public agencies, representatives of public transportation employees, public ports, freight shippers, providers of freight transportation services, private providers of transportation (including intercity bus operators, employer-based commuting programs, such as carpool program, vanpool program, transit benefit program, parking cash-out program, shuttle program, or telework program), representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties with reasonable opportunities to be involved in the metropolitan transportation planning process.
23CFR 450.316 (a) (1)	The MPO shall develop the participation plan in consultation with all interested parties and shall, at a minimum, describe explicit procedures, strategies, and desired outcomes for:
23CFR 450.316 (a) (1) (i)	Providing adequate public notice of public participation activities and time for public review and comment at key decision points , including but not limited to a reasonable opportunity to comment on the proposed metropolitan transportation plan and the TIP;
23CFR 450.316 (a) (1) (ii)	Providing timely notice and reasonable access to information about transportation issues and processes;
23CFR 450.316 (a) (1) (iii)	Employing visualization techniques to describe metropolitan transportation plans and TIPs;
23CFR 450.316 (a) (1) (iv)	Making public information (technical information and meeting notices) available in electronically accessible formats and means , such as the World Wide Web;



Citation	Requirement
23CFR 450.316 (a) (1) (v)	Holding any public meetings at convenient and accessible locations and times;
23CFR 450.316 (a) (1) (vi)	Demonstrating explicit consideration and response to public input received during the development of the metropolitan transportation plan and the TIP;
23CFR 450.316 (a) (1) (vii)	Seeking out and considering the needs of those traditionally underserved by existing transportation systems, such as low-income and minority households, who may face challenges accessing employment and other services;
23CFR 450.316 (a) (1) (viii)	Providing an additional opportunity for public comment , if the final metropolitan transportation plan or TIP differs significantly from the version that was made available for public comment by the MPO and raises new material issues which interested parties could not reasonably have foreseen from the public involvement efforts;
23CFR 450.316 (a) (1) (ix)	Coordinating with the statewide transportation planning public involvement and consultation processes under subpart B of this part; and
23CFR 450.316 (a) (1) (x)	Periodically reviewing the effectiveness of the procedures and strategies contained in the participation plan to ensure a full and open participation process.
23CFR 450.316 (a) (2)	When significant written and oral comments are received on the draft metropolitan transportation plan and TIP (including the financial plans) as a result of the participation process in this section or the interagency consultation process required under the EPA transportation conformity regulations (40 CFR part 93), a summary, analysis, and report on the disposition of comments shall be made as part of the final metropolitan transportation plan and TIP.
23CFR 450.316 (a) (3)	A minimum public comment period of 45 calendar days shall be provided before the initial or revised participation plan is adopted by the MPO.



Citation	Requirement
23CFR 450.316 (a) (3)	Copies of the approved participation plan shall be provided to the FHWA and the FTA for informational purposes.
23CFR 450.316 (a) (3)	Copies of the approved participation plan shall be posted on the World Wide Web , to the maximum extent practicable.

Table 2. 23CFR 450.316 Sections (b), (c), (d), (e) – Coordinated Planning of MTPs and TIPs

Citation	Requirement
23CFR 450.316 (b)	In developing metropolitan transportation plans and TIPs, the MPO should consult with agencies and officials responsible for other planning activities within the MPA that are affected by transportation (including State and local planned growth, economic development, tourism, natural disaster risk reduction, environmental protection, airport operations, or freight movements) or coordinate its planning process (to the maximum extent practicable) with such planning activities.
23CFR 450.316 (b)	In addition, the MPO shall develop the metropolitan transportation plans and TIPs with due consideration of other related planning activities within the metropolitan area, and the process shall provide for the design and delivery of transportation services within the area that are provided by:
23CFR 450.316 (b) (1)	Recipients of assistance under title 49 U.S.C. Chapter 53 funds [public transit providers];
23CFR 450.316 (b) (2)	Governmental agencies and non-profit organizations (including representatives of the agencies and organizations) that receive Federal assistance from a source other than the U.S. Department of Transportation to provide non-emergency transportation services;
23CFR 450.316 (b) (3)	Recipients of assistance under 23 U.S.C. 201-204 [Federal Lands Highway Program].



Citation	Requirement
23CFR 450.316 (c)	When the MPA includes Indian Tribal lands, the MPO shall appropriately involve the Indian Tribal government(s) in the development of the metropolitan transportation plan and the TIP.
23CFR 450.316 (d)	When the MPA includes Federal public lands, the MPO shall appropriately involve the Federal land management agencies in the development of the metropolitan transportation plan and the TIP.
23CFR 450.316 (e)	MPOs shall, to the extent practicable, develop a documented process(es) that outlines roles, responsibilities, and key decision points for consulting with other governments and agencies , as defined in paragraphs (b), (c), and (d) of this section, which may be included

Table 3. 49 USC § 5307— Urbanized Area Formula Grants Section

Citation	Requirement
49 USC § 5307 (b)	Program of Projects. --Each recipient of a grant shall--
49 USC § 5307 (b) (1)	Make available to the public information on amounts available to the recipient under this section;
49 USC § 5307 (b) (2)	Develop, in consultation with interested parties, including private transportation providers, a proposed program of projects for activities to be financed;
49 USC § 5307 (b) (3)	Publish a proposed program of projects in a way that affected individuals, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the performance of the recipient;
49 USC § 5307 (b) (4)	Provide an opportunity for a public hearing in which to obtain the views of individuals on the proposed program of projects;



Citation	Requirement
49 USC § 5307 (b) (5)	Ensure that the proposed program of projects provides for the coordination of public transportation services assisted under section 5336 of this Title with transportation services assisted from other United States Government sources;
49 USC § 5307 (b) (6)	Consider comments and views received, especially those of private transportation providers, in preparing the final program of projects; and
49 USC § 5307 (b) (7)	Make the final program of projects available to the public.

State of North Dakota

Open Meetings Law

Open meeting provisions are found in both the North Dakota Constitution and the North Dakota Century Code:

Unless otherwise provided by law, all meetings of public or governmental bodies, boards, bureaus, commissions or agencies of the state or any political subdivision of the state, or organizations or agencies supported in whole or in part by public funds, or expending public funds, shall be open to the public.

Public Records Law

Open record provisions are found in both the North Dakota Constitution and the North Dakota Century Code:

Unless otherwise provided by law, all records of public or governmental bodies, boards, bureaus, commissions, or agencies of the state or any political subdivision of the state, or organizations or agencies are supported in whole or in part by public funds, or expending public funds, shall be public records, open and accessible for inspection during reasonable office hours.



2. Stakeholder Outreach Tools and Techniques

This section identifies stakeholders, as well as the tools and techniques available to solicit participation and input through the public engagement process.

The CDMPO is responsible for providing opportunities, whether directly or through the use of consultants, for stakeholder participation at key decision points. However, depending on the project, a customized approach may be necessary based on the subject, scope, timeframe, staff resources, as well as the potential public impact and level of interest in the project.

2.1. Stakeholders, Organizations, and Interest Groups

The CDMPO stakeholders include all who live, work, learn, play, and conduct business in the Metropolitan Planning Area as illustrated in Figure 1. of this document. This includes both existing and future generations of citizens. The CDMPO strives to study and plan for the wide range of interests, needs, and desires through a variety of studies and programs conducted.

Several organizations and interest groups, both formal and informal, are identified which may have a particular interest in transportation planning projects and/or public involvement opportunities. These groups are included in email distribution lists that the CDMPO uses to proactively distribute material about projects and opportunities for public information, input and engagement. The entire email distribution list or portions thereof may be contacted for special stakeholder input depending on the nature of the project being undertaken. The following are several of the organizations and interest groups that have been identified:

- Chambers of Commerce
- Business Associations
- Freight entities, logistics organizations, and railroad companies
- Transit providers, both public and private
- Advocacy groups for people with disabilities, low income, or minority groups
- Transportation providers for groups that lack access to private vehicles
- The media, including television, radio, print, and electronic means
- Governmental agencies
- Schools and universities
- Environmental organizations
- Social action groups and those representing diversity



- Public health
- First responders and emergency services
- Major employers, which may vary in size depending upon the project
- Organizations and individuals interested in providing public input on transportation projects

2.2. CDMPO Webpage (www.minotnd.gov/807/Metropolitan-Planning-Organization)

Presently, the CDMPO utilizes the City of Minot website, which includes a webpage dedicated to the CDMPO. The CDMPO webpage is the CDMPO's primary source for delivering information to the public. General information includes past and active projects, maps, meeting calendars, agendas and minutes, announcements of opportunity to comment, and draft and final versions of plans/studies. The information contained on the webpage provides an online archive of CDMPO's activities.

2.3. Social Media

At this time, the CDMPO does not have its own social media resources established and relies on member-jurisdictions to post through their already well-subscribed and followed accounts to disseminate awareness about CDMPO activities. The CDMPO intends to create and maintain its own social media accounts in the future as the organization continues to mature and evolve. Regardless, member-jurisdictions, with their existing following, will be critical to bring about additional awareness to CDMPO activities.

2.4. Email Notifications

The CDMPO provides the ability to register to receive automated e-mail notifications once TAC and Policy Board agendas and minutes are posted. This same technology will be applied as additional committees, temporary or permanent, are established by the CDMPO.

Any interested individual, business, or organization can subscribe to receive the aforementioned materials by registering on the City of Minot's webpage www.minotnd.gov. Any questions about registration may be directed to the Executive Director at john.vandyke@minotnd.gov.

2.5. Meetings

The CDMPO encourages participation of all citizens in the transportation planning and programming process. All Policy Board and TAC meetings as well as plan-related open houses are open to the public.



Meeting Locations

The CDMPO strives to find convenient ways for members of the public to attend its meetings. In addition to providing virtual meeting options (described below), meetings will be held in locations with good transit service, when possible, and in facilities that are accessible to mobility-impaired individuals.

For plans or studies with a defined study area, public meetings will be held, as is reasonably possible based on availability of existing facilities, within the respective geographic area being studied.

Virtual and Hybrid Meetings

Where technological resources are available and where they may be practicably incorporated into a meeting, the CDMPO will provide a virtual option to the public. The virtual meeting option may be requested by a member of the public and a direct link, if available, sent to the requestor.

It should be noted, the use of virtual meeting technology is not intended to completely replace in-person public involvement opportunities, which remain an important part of a balanced public involvement approach.

Consistent with applicable state and local requirements, in-person meetings will be held when and where a suitable physical location is available and such meetings can be safely conducted. Many in-person meetings will be set up as “hybrid” meetings that will provide an option for participants to join the meeting virtually via online meeting technology. Depending on the audience or group, some meetings will be held only in a virtual format, without an in-person option.



Meeting Days and Times

Meeting days and times vary according to its purpose:

CDMPO Policy Board & Advisory Committee Meetings

Communication with the elected officials and community representatives on the Policy Board and TAC is a cornerstone of our public involvement efforts. CDMPO staff provide detailed project updates as well as written materials at the regularly-scheduled monthly Policy Board and TAC meetings.

Public Input Sessions / Open Houses

Public input sessions and open houses are held for many of the CDMPO's plans and studies, at key decision points during the planning process to identify issues, review data collection and analysis, and comment on recommendations.

For plan-related public meetings and open houses, meeting days and times will be determined that will provide the most accessibility for attendees. Factors that will be considered are time of year, geographic area, availability of convenient and accessible meeting space, other community activities that may create conflict and compete with members of the public ability to attend, and general availability of identified primary stakeholders. Where possible, multiple meeting options will be provided at differing times and places throughout the community to achieve maximum participation.

Study Committees

Study-specific advisory groups or study committees are sometimes formed to advise or steer a project through completion. Study advisory group or committee members will be consulted about the best dates and times to meet.

Meeting Notices

All meetings are advertised in advance to provide adequate time for public participation or comment. Meeting notices are posted on the website and distributed by email to those registered to receive notices as described in more detail in the E-mail Notifications Subsection of this plan.

Meeting notices and agendas for Policy Board and TAC meetings are generally sent out one week prior to the date of the scheduled meeting. The same will generally apply to study-specific advisory group or study committee meetings.

Legal Notices

Legal notices are placed in the local paper of record (Minot Daily News) at the start of public comment periods to announce the dates and times that public meetings will be held for the Transportation Improvement Programs (TIPs), Metropolitan Transportation Plan (MTP) and Public Participation Plan (PPP).



Paid Display Ads

Paid display ads may be placed in local newspapers to promote selected meetings and events.

Special Accommodations

The CDMPO is committed to ensuring all individuals regardless of race, color, national origin, sex, age, physical ability or income have access to the CDMPO programs and planning efforts.

Public information documents, including meeting notices, will include text that makes it clear that individuals may request accommodation of special needs, so that they may fully participate in the meetings. The CDMPO will make every attempt to provide accommodation, including provision of interpreters, preparation of materials in large print, or other special formatted materials upon request, with at least five (5) days advance notice.

Meeting Formats

The purpose of project public input sessions or open houses is to hear from the public.

CDMPO staff will develop a meeting format that allows everyone to participate if they wish. This may mean giving a shorter presentation and/or setting reasonable time limits for speakers so that a few individuals do not monopolize the meeting (see “Public Comment Guidelines”, below)

Opportunities for Public Comment

CDMPO Policy Board and TAC meetings are open to the public and will include an “Opportunity for Public Comment” as a standing agenda item. Certain voting items, such as approval of draft and final MTPs, TIPs, and PPPs, will include an additional public comment opportunity at each of these respective meetings.

Public Comment Guidelines

Members of the public who wish to give comments at meetings of the CDMPO Policy Board and TAC will be asked to observe the following:

- State your name and organizational affiliation (if any)
- Comments will be limited to 3 minutes for each speaker
- The meeting Chair, with committee approval, has the option of closing or extending the amount of time allowed for public comments, depending on the number of people who wish to speak and the length of the meeting agenda
- Remarks should address the specific plan, study or document under consideration by the TAC or Policy Board
- Be respectful and constructive in dialogue



2.6. Discussion with CDMPO Staff Members

CDMPO staff members are available for one-on-one discussions about projects, plans and studies. Staff members may be contacted by phone, email or by mail as provided below:

Central Dakota Metropolitan Planning Organization

ATTN: John Van Dyke, Executive Director

10 3rd Ave SW

Minot, ND 58701

P: (701) 420.4524

E: john.vandyke@minotnd.gov

2.7. Surveys and Questionnaires

Citizen and stakeholder surveys, in both online and printed formats, are sometimes used to collect data and other relevant information to provide insight from a community perspective. This input is summarized and incorporated into the respective transportation plan or study.

2.8. Pop-Up Displays

The CDMPO sets up informational displays in high-traffic areas at transportation-related events such as events at the transit center or by coordinating with other local jurisdictions at their planning outreach events.

2.9. Staff Presentations

CDMPO staff is generally available, as time allows and with adequate notice, to present information about its planning initiatives or to participate in panel discussions to area groups.



2.10. On-Site Project Messaging

The CDMPO produces signage for certain projects describing its features with information about how to get involved.

Posters and flyers with information about upcoming meetings may be posted in public locations and businesses adjacent to and within the study area or mailed directly to addresses in the study area.

2.11. Visualization Techniques

In all of the above settings and communication pieces, the CDMPO utilizes visualization techniques whenever possible (photos, drawings, flowcharts, maps, models, computer simulations, videos, or visual preference surveys) to communicate concepts.

2.12. News Media

Coverage by the local news media in the form of newspaper articles and TV news features provides the most widespread coverage about the CDMPO work. The CDMPO maintains a current list of contacts and notifies the local news media (radio, television, newspapers) by sending project-specific press releases on a project-by-project basis.



3. Public Participation Procedures

The following section provides a breakdown of procedures for each planning document or activity to ensure a robust public engagement process.

As the CDMPO has only recently formed, the following types of changes will be exempted from the public engagement process:

- Branding – As the CDMPO adopts branding standards, each document may be amended to include the necessary color schemes, logos, images, and other aesthetic modifications to the documents without soliciting for public comment.
- Staff or other contact information – To ensure updated contact information is included within each of the documents, individual or organization contact information that may be included within each of the documents may be amended as-necessary. This includes, but is not limited to, physical and electronic addresses, phone numbers, webpage(s)/website(s), individual/agency names and/or titles.

Every attempt will be made to incorporate these changes during a regularly scheduled update.

In addition, it should be noted that the CDMPO will establish its own social media accounts over time as staff resources allow. Until then, CDMPO intends to rely on member-jurisdiction social media accounts with existing community following. However, CDMPO does not have direct access or control of member-jurisdiction social media accounts and cannot ensure outreach occurs as provided in this document. Every effort will be made to bring additional awareness using social media where possible and available.

Table 4. Public Participation Procedures by Planning Document or Activity

Planning Document or Activity	Public Participation Procedures
3.1. Metropolitan Transportation Plan (MTP)	About the MTP: The official multi-modal transportation plan addressing no less than a 20-year planning horizon that the MPO develops, adopts and updates through the metropolitan transportation planning process, including a fiscally constrained list of projects. Development of the MTP includes an analysis of local trends, synthesis of recently completed corridor studies and sub-area plans, review of local transportation needs, and available funding, and includes general oversight by the MPO Executive Director and the Technical Advisory Committee. The MTP is reviewed by the public, MPO Executive Director, Technical Advisory Committee, North Dakota Department of Transportation, Federal Highway Administration and the Federal Transit Administration and is updated every five years.



Planning Document or Activity	Public Participation Procedures
	Depending on the scope of work for the MTP, public input opportunities may go above and beyond the minimum requirements established here. Public Participation: A minimum of one (1) public input meeting must be held for the completed draft MTP. This includes: • A legal notice or box ad is published in the Minot Daily News at least seven (7) calendar days prior to the meeting with information about the duration of the public comment period. • A minimum thirty (30) calendar day public comment and review period is required starting on the date of publication of the notice. • Publication of notice on the CDMPO webpage and/or project webpage and posted on CDMPO and/or member jurisdiction social media. • A press release is distributed to media outlets at least seven (7) calendar days prior to the meeting. • Where available, an email distribution to subscribers with information about the meeting will be sent at least seven (7) calendar days prior to the meeting. • An additional public input meeting and fifteen (15)-day comment period is required if substantial changes are made to the draft MTP after the initial public input meeting. All other public input opportunities during the planning process will be published on CDMPO webpage, through CDMPO and/or member-jurisdiction social media, and email distribution lists, where available. All other public input opportunities will include: • Public notice is posted at the location of the public input opportunity and/or posted at the member-jurisdiction's main offices no less than seven (7) days prior to the public input opportunity (in-person or virtual meeting).



Planning Document or Activity	Public Participation Procedures
	Adoption: The draft and final plan are made available for review on MPO webpage and at the CDMPO office. The draft MTP is reviewed by TAC, which makes a recommendation to the Policy Board. The Policy Board adopts the final MTP after considering and incorporating local, state, and federal comments. It is then reviewed and may be approved by local member jurisdictions through adoption of a resolution. The final product is made available following adoption on the MPO webpage and at the CDMPO office. Administrative Modifications and Amendments: <i>Administrative Modifications:</i> Administrative modifications are tantamount to technical corrections that do not require a coordinated review by the MPO, FHWA and FTA or a determination of conformity by these entities. Administrative modifications shall be inclusive, but not limited to the following: descriptive material, forecasts, databases, project costs (provided fiscal constraint is maintained) project descriptions, time frames, etc. No public notifications are required for administrative modifications. Administrative modifications may require coordination with the North Dakota Department of Transportation. Administrative modifications are approved by the Policy Board at the recommendation of the TAC. Public notice is not required. <i>Amendments:</i> The addition or deletion of any project or group of projects constitutes an amendment. An amendment to the MTP is subject to the requirements of the public participation process outlined above for the initial review and adoption of the MTP. The public notice requirements as outlined there should be followed for amendments to the MTP, using a fifteen (15)-day public comment period. Following the public input process, amendments are approved by the Policy Board following receipt of a recommendation from the TAC.



Planning Document or Activity	Public Participation Procedures
3.2. Transportation Improvement Program (TIP)	About the TIP (23 CFR § 450.326): The TIP is a detailed list of regionally significant, federally funded transportation projects by all jurisdictions and transit agencies in the MPO planning area, covering a period of at least four years and including capital and non-capital surface transportation projects, bicycle and pedestrian facilities, transit facilities, and other transportation enhancements and safety projects. The TIP is updated annually. Each year, the TIP development process includes the solicitation of eligible projects for inclusion from all jurisdictions and transit agencies within the MPO planning area, an analysis of fiscal capacity, and feedback from MPO committees. The CDMPO approved TIP will outline the required process for identification and prioritization of projects for the purpose of TIP development. The TIP also identifies the criteria for administrative modifications and amendments. Public Participation: The draft TIP is reviewed by NDDOT, FTA, FHWA, and local jurisdictions and transit agencies. At least one public input meeting, whether in-person and/or online, will be held during TIP development. The public input meeting may be incorporated into a regularly scheduled TAC or Policy Board meeting. The public input meeting is advertised via a legal notice or box ad published in Minot Daily News, which initiates the minimum thirty (30) calendar day public comment and review period. A legal notice or box ad must be published in the Minot Daily News at least seven (7) days prior to the required public input meeting. The public comment period announcement and notice of public input meeting may be consolidated into one advertisement. The public meeting or other input opportunities will be included on the CDMPO webpage, advertised through CDMPO and/or member-jurisdiction social media, and notifications sent to any email distribution lists, where available. A press release will be distributed to media outlets at least seven (7) days prior to the public input meeting. If substantive written or oral comments are received surrounding the draft TIP, either through the public involvement process or through the interagency consultation process, a summary, analysis, and report of the disposition of these comments shall be included in the final TIP.



Planning Document or Activity	Public Participation Procedures
	Should substantive changes be made to the draft TIP that was available for public review and comment, a further fifteen (15)-day comment period is required. Substantive changes are new material issues which interested parties could not reasonably have foreseen from the earlier public involvement efforts. Adoption: The draft TIP is reviewed by TAC, which makes a recommendation to Policy Board. The MPO Policy Board adopts the Final TIP after considering and incorporating local, state, and federal comments. Administrative Modifications and Amendments (23 CFR § 450.328): Changes to the TIP are defined as either administrative modifications or amendments. Administrative modifications to the TIP do not require public notifications but are announced to the TAC and Policy Board at regularly scheduled meetings. Amendments to the TIP are required if certain criteria are met, as will be identified in the adopted TIP. Public Participation and Adoption: Public participation requirements and notifications for TIP Amendments follow the same procedures as the annual update of the TIP except that a minimum 10-day comment period is required with the associated public notice. The amended draft TIP materials will be made available for review on the CDMPO webpage and CDMPO office. The final amended TIP will be made available for review on the CDMPO webpage and CDMPO office.
3.3. Unified Planning Work Program (UPWP)	About the UPWP: The UPWP is an annual or biennial statement of work identifying the planning priorities and activities to be carried out within a metropolitan planning area. At a minimum, a UPWP includes a description of the planning work and resulting products, who will perform the work, time frames for completing the work, the cost of the work, and the source(s) of funds. A UPWP is completed annually and amended as-needed.



Planning Document or Activity	Public Participation Procedures
	Adoption: Public and stakeholder review is not required for the UPWP. The development process includes staff evaluating its planning funding availability, and regional planning tasks and needs with MPO communities and members to advance a draft UPWP. Needs are generally discussed and identified at monthly scheduled TAC meetings, which informs the creation of the draft UPWP. A draft UPWP is constructed by the CDMPO and presented to Policy Board for approval. Following approval of the draft UPWP, the document is sent to NDDOT, FHWA, and FTA for review and comment. Comments received from NDDOT, FHWA, and FTA are incorporated into the draft UPWP. The revised UPWP is presented to the Policy Board for final approval and sent to NDDOT, FHWA, and FTA to affirm the final UPWP. The adopted UPWP is made available on the CDMPO webpage. Administrative Modifications and Amendments: <i>Administrative Modifications:</i> An Administrative Modification is limited to adjustments totaling no more than ten (10) percent of funding allocated within a particular Section. For example, if \$1,000 was moved from Section A with a total budgeted amount of \$50,000 (2 percent of total) to Section B with a total budgeted amount of \$100,000 (1 percent of total) an administrative modification could be utilized to accommodate the adjustment. Administrative modifications are effected by the Executive Director, which informs the TAC and Policy Board at their next regularly scheduled meeting following the administrative modification. <i>Amendments:</i> Adjustments exceeding ten (10) percent are considered amendments. Amendments are processed by seeking a recommendation from the TAC and approval from the Policy Board. The draft amendment is followed by approval from NDDOT, FHWA, and FTA. Comments are incorporated into the amended UPWP, if any, and re-presented to Policy Board for final approval.



Planning Document or Activity	Public Participation Procedures
3.4. Public Participation Plan (PPP)	About the PPP: A document that defines a process for providing the public and all members of the transportation industry with reasonable opportunities to be informed about and involved in the metropolitan transportation planning process. The public participation plan is updated every five years or on an as-needed basis. The development process includes a review of past and potential new engagement practices to ensure the plan fits the needs of the community. Public Participation and Adoption: A minimum forty-five (45)-day public comment period is initiated when a legal notice or box ad is published in the Minot Daily News. On or before the minimum forty-five (45)-day public comment period is initiated, the following will occur: • The public input opportunity will be included on the CDMPO webpage, advertised through CDMPO and/or member-jurisdiction social media, and notifications sent to any email distribution lists, where available. • A press release will be issued on or before the initiation of the 45-day public comment and review period. • The PPP will be distributed to NDDOT, FHWA, FTA, and TAC for further review. • Notice of the public input opportunity will be distributed via email to subscribers, when an e-mail distribution list is available. • The draft PPP will be made available for review on the CDMPO webpage and CDMPO office. If substantive written or oral comments are received on the draft PPP, either through the public involvement process or through the interagency consultation process, a summary, analysis, and report of the disposition of these comments shall be included in the final PPP. Substantive changes are modifications to comment periods or public notice or public meeting requirements which interested parties could not reasonably have foreseen from the draft Plan.



Planning Document or Activity	Public Participation Procedures
	A legal public notice and minimum 15-day comment period are required if substantial changes are made to the draft PPP that was available for public review and comment. The same additional proactive outreach will occur as occurred for the original public comment period minus the press release. The final PPP will document the public involvement process, present a summary of all public comments received and demonstrate CDMPO's consideration and response to these comments. The final PPP is presented to the MPO Policy Board for approval after considering/incorporating local, state, and federal comments. Following adoption, the final PPP will be made available on the CDMPO webpage and at the CDMPO office.
3.5. Transit Development Plan (TDP)	About the TDP: The TDP is a short and mid-term plan for the active management of transit services for the region. It is updated every five (5) years or as-needed. The TDP references and is reinforced by the MTP. Depending on the scope of work for the TDP, public input opportunities may go above and beyond the minimum requirements established here. Public Participation and Adoption: A legal notice or box ad is published in the Minot Daily News at least seven (7) calendar days prior to the meeting with information about the duration of the public comment period. A minimum thirty (30) calendar day public comment and review period is required starting on the date of publication of the notice. Public input meetings and/or opportunities are published on the CDMPO webpage and/or project web page and posted on CDMPO and/or member jurisdiction social media. A press release is distributed to media outlets at least seven (7) calendar days prior to the meeting. In addition, where available, an email distribution to subscribers with information about the meeting will be sent at least seven (7) calendar days prior to the meeting. All other public input opportunities during the planning process will be published on CDMPO webpage, through CDMPO and/or member-jurisdiction social media, and email distribution lists, where available. A minimum of one (1) public input meeting must be held for the completed draft TDP. An additional public input meeting and fifteen (15)-day comment period is required if substantial changes are made to the draft TDP after the initial public input meeting.



Planning Document or Activity	Public Participation Procedures
	The draft TDP will be available for review on the CDMPO webpage and at the CDMPO office until a final plan is adopted. The draft TDP is reviewed by TAC, which makes a recommendation to the Policy Board. The Policy Board adopts the TDP after considering and incorporating local, state, and federal comments. It is then reviewed and may be approved by local member jurisdictions through adoption of a resolution. The final TDP will be available for review on the CDMPO webpage and at the CDMPO office. Amendments: Amendments to the TDP will follow public participation procedures as provided in the original adoption.
3.6. Other Corridor Studies and Sub-Area Plans	About Corridor Studies and Sub-Area Plans: As a follow-up to the MTP or TDP, CDMPO and member-jurisdictions frequently determine the need to study certain transportation corridors, transit facilities or services, or bicycle and pedestrian components for more in-depth analysis. Often, one of the significant reasons for conducting such studies is to gain input from the public on the needs and issues pertaining to the study area. In other instances, the significant reasons are more technical in nature, but usually include the sharing of information with the public and the gathering and consideration of public input. The scope of work for each project includes a public engagement plan, which will differ from one plan to another, but will generally include a plan for public meetings, online or in-person opportunities for input. The engagement plan will also include the method by which the general public and those directly affected by the plan or study will be notified about the study and opportunities for input. Depending on the scope of work for the plan or study, public input opportunities may go above and beyond the minimum requirements established here.



Planning Document or Activity	Public Participation Procedures
	Public Participation: A minimum of one (1) public input meeting must be held for the completed draft plan or study. An additional public input meeting and fifteen (15)-day comment period is required if substantial changes are made to the draft plan or study after the initial public input meeting. A legal notice or box ad is published in the Minot Daily News at least seven (7) calendar days prior to the meeting with information about the duration of the public comment period. A minimum fifteen (15) calendar day public comment and review period is required starting on the date of publication of the notice. Public input meetings or opportunities are published on the CDMPO webpage and/or project web page and posted on CDMPO and/or member jurisdiction social media. A press release is distributed to media outlets at least seven (7) calendar days prior to the meeting. In addition, where available, an email distribution to subscribers with information about the meeting will be sent at least seven (7) calendar days prior to the meeting. All other public input opportunities during the planning process will be published on CDMPO webpage, through CDMPO and/or member-jurisdiction social media, and email distribution lists, where available. Adoption: The draft plan or study will be available for review on the CDMPO webpage and at the CDMPO office until a final plan is adopted. The draft plan or study is reviewed by TAC, which makes a recommendation to the Policy Board. The Policy Board adopts the plan or study after considering and incorporating local, state, and federal comments. It is then reviewed and may be approved by local member jurisdictions through adoption of a resolution. The final plan or study will be available for review on the CDMPO webpage and at the CDMPO office.



4. Measuring Effectiveness

CDMPO staff has developed and will implement a range of metrics to gauge the efficacy of the CDMPO's public engagement efforts.

Due to the broad and disparate nature of public involvement, documentation of each and every incidence of public input is not realistic. However, the metrics provide a set of guideposts for CDMPO staff to track and measure the reach and effectiveness of public involvement efforts moving forward.

CDMPO staff will make efforts to document incidences as they apply to the below metrics (as applicable) and utilize this data to inform any future amendments or updates to the Public Participation Plan.

- Number of CDMPO public forums, workshops, and community meetings at which displays, presentations, discussions, and feedback occurred;
- Number of participants at public meetings and other events;
- Number of verbal and written comments received;
- Number of responses to surveys and interactive mapping exercises;
- Number of draft plans, reports, and other preliminary documents or surveys posted on CDMPO website for public comment;
- Number of social media posts, impressions, and reach, etc.;
- Number of visitors to project-specific web pages;
- Documentation of revisions to plans based on input;
- Extent to which demographics of public participants reflects the demographics of the local community.



5. Comments

Per the Public Participation Procedures for the Public Participation Plan, a minimum 45-day public comment is required. Public comments were solicited from August 12 through October 5, 2024, for a total of 54 days. Four (4) comments were received and provided below along with a response to each summarizing the comment and its applicability and need, if any, for incorporation into the Public Participation Plan.

Comment #1: Preferred methods of communication include social media, push notifications on the MyMinot app, emails, print media, and radio/television media.

It is exciting to see this growth and development for the Minot community. Thanks for tackling this project! (and all of the strings attached with federal funding like this!)

Response: The above comment focuses on a variety of media to bring attention to public engagement opportunities. The Public Participation Plan as written includes things such as press releases, social media, and establishing e-mail distribution lists to follow projects and general opportunities for engagement. No changes to the draft Public Participation Plan are made based on this comment.

Comment #2: I looked through the plan and it looks like plan was not followed through on the 16th Street Project. There was one public hearing, but two drafts were already both eliminated two lanes going each way. A simple left hand turning lane could be added at 16th Street and 7 th Ave SW and save a lot of money and it would maintain the two lanes of traffic going each way.

Response: The above comment refers to a project that was completed prior to establishment of the Central Dakota MPO and the Public Participation Plan. Moving forward, projects, plans, and studies will follow the Public Participation Plan requirements. No changes to the draft Public Participation Plan are made based on this comment.



Comment #3: I am very happy to see that Minot finally realizes that we need real public transposition not a glorified school bus. As we have a growing senior population, it means we also have a growing handicapped population. I too belong to both of these groups.

Response: The above comment generally refers to the need for broader public transportation rather than specific outreach procedures for transportation projects, plans, and studies. No changes to the draft Public Participation Plan are made based on this comment.

Comment #4: I've been arrested before, and I'm partially disabled and have never been a threat. I walk with a cane, im a bit overweight. My shoulders don't function very well. So if it could be up to officer discretion to cuff in the front instead of behind the back. To very specific individuals that pose no harm. I had a sheriff allow front cuffing and to use my cane. I had city police cuff behind my back, and I'm telling you, it's hard to walk. I have tendinitis, bursitus and arthritis. So basically be more aware of certain situations. Heck, one time I didn't even get cuffed. This was mostly due to unpaid court fees. Nothing huge. But I act accordingly and show no true threat, there should be compassion

Response: The above comment is unrelated to transportation and public engagement. The comment was forwarded to the City of Minot Police Department for consideration. No changes to the draft Public Participation Plan are made based on this comment.



To: Policy Board Members

From: John Van Dyke, CDMPO Executive Director

Date: 10/24/2024

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) Bi-weekly meetings w/Executive Director
- 2) Bi-weekly Travel Demand Model (TDM) meetings
- 3) Review of Socio-economic allocations to Transportation Analysis Zones (TAZs)
 - a. Follow-up meetings/modifications are needed before base model may be finalized
- 4) Presented to member jurisdictions on MTP public engagement opportunities
 - a. City of Burlington, Minot, and Surrey – October 7
 - b. Ward County – October 1
- 5) Public engagement opportunities
 - a. October 15th 5pm-7pm – Minot City Hall
 - b. October 16th 12pm-2pm - Surrey Senior Center
 - c. October 16th 5pm-7pm – Burlington City Hall
- 6) MTP project website has been updated to include all information/documentation related to the MTP – slides, links, etc.
- 7) INPUTiD – public engagement online mapping is active.

Upcoming Month

- 1) Focus Groups
 - a. Participant review is part of October 24 PB agenda discussion

'24 UPWP

Past Month

- 1) Submit Amendment #1 to NDDOT, FHWA, and FTA for review/approval

Upcoming Month

- 1) Awaiting approval of Amendment #1; Once completed, begin tracking/billing for Office Assistant time (Nicole Robinson)



'25 UPWP

Past Month

- 1) Submit '25 UPWP to NDDOT, FHWA, and FTA for review/approval

Upcoming Month

- 1) Awaiting approval of '25 UPWP; Once completed, contract will be created similar to the process that was carried out in June with the '24 UPWP.
 - a. This contract needs to be in place PRIOR to January 1, 2025 so there is no lapse in federally eligible activities.
 - i. CDMPO is on track to have this completed in time.

Public Participation Plan

Past Month

- 1) Incorporate/address comments in Public Participation Plan document and prepare for final approval of Policy Board at October meeting

Upcoming Month

- 1) Post PPP to website and follow procedures moving forward.
 - a. CDMPO has been following procedures, at a minimum, included within the PPP for the MTP, PPP, and UPWP

MPO Website

Past Month

- 1) N/a

Upcoming Month

- 1) Add 2024 UPWP Amendment #1 and 2025 UPWP following approval by NDDOT, FHWA, and FTA
- 2) Add final PPP to website
- 3) Explore website options following PB discussion at October 24 meeting.

Administration

Past Month

- 1) Meetings
 - a. MPO Director's Discussions
 - i. October 16
 - ii. October 23



- b. Wayne Zacher/CDMPO 1-on-1 Meetings:
 - i. October 8
 - ii. October 15
- c. TAC Meeting – October 8, 2024
- d. ATAC/MPO Meeting – October 14, 2024
- 2) Trainings
 - a. AMPO Annual Conference – Salt Lake City, Utah
 - i. September 23 – 26
- 3) Legal
 - a. Office lease finalized and provided for review/approval at October 24 PB meeting
 - b. CDMPO-City of Minot MOU – undergoing legal review

Upcoming Month

- 1) Meetings
 - a. Similar quantity to last month
- 2) Legal
 - a. Finalize CDMPO-City of Minot MOU

Time Off

Past Month

- October 9
- October 21

Upcoming Month

- None scheduled



Central Dakota Metropolitan Planning Organization

2050 Metropolitan Transportation Plan

Public Engagement Focus Groups

Business

- a. Minot Area Community Foundation
- b. Minot Area Chamber EDC
- c. Downtown Business and Professional Association
- d. North Dakota Small Business Development Center
- e. Minot Association of Builders
- f. CHS SunPrairie
- g. Hess Corporation
- h. North Dakota State Fair
- i. Minot Realtors Association
- j. Minot Innkeepers Association/Visit Minot

Central Business Organization

- a. Minot YMCA
- b. Independence, Inc.
- c. Domestic Violence Crisis Center
- d. Minot Convention and Visitor's Bureau
- e. Minot Vet Center
- f. AGT Foods
- g. Kalix
- h. Souris Basin Planning Council

Freight/Trucking

- a. North Dakota Motor Carriers Association
- b. BNSF Railway
- c. CHS SunPrairie
- d. Hess Corporation
- e. Canadian Pacific Railway
- f. Magnum Trucking
- g. Farstead Oil
- h. Dixon Fuel Supply
- i. Rail Modal Group
- j. Sun Prairie Grain – Alternate Elevator

Emergency Services

- a. Minot Police
- b. Minot Fire
- c. Ward County Sheriff's Department



- d. Trinity Health
- e. North Dakota Highway Patrol
- f. Ward County Emergency Management
- g. Minot Air Force Base Emergency Management
- h. Burlington Police Department
- i. Burlington Fire Department
- j. Surrey Fire Department
- k. Surrey Policy Department
- l. ND Health and Human Services

Underserved Communities

- a. Minot YMCA
- b. Community Action Program
- c. Minot Housing Authority
- d. Northern Plains Children's Advocacy Center
- e. Minot Area Homeless Coalition
- f. ND Health and Human Services
- g. North Dakota Center for Persons with Disability - MSU

Employers

- a. Minot State University
- b. Minot Air Force Base
- c. Minot Public Schools
- d. CHS SunPrairie
- e. Hess Corporation
- f. Canadian Pacific Railway
- g. AGT Foods
- h. Kalix
- i. DLB School District
- j. Nedrose School District
- k. Surrey School District

City of Minot, North Dakota
Balance Sheet
Central Dakota Metropolitan Planning Organization
September 30, 2024
With Comparative Totals for September 30, 2023
(Unaudited)

	September 30, 2024	September 30, 2023
ASSETS		
Cash and cash equivalents	\$ 73,819	\$ -
Accounts receivable	-	-
Prepays	500	-
Total assets	<u>\$ 74,319</u>	<u>\$ -</u>
LIABILITIES		
Accounts payable	\$ 30,995	\$ -
Accrued salaries and benefits payable	3,554	-
Total liabilities	<u>34,549</u>	<u>-</u>
FUND BALANCE		
Nonspendable	\$ 500	-
Committed for CDMPO activities	39,270	\$ -
Total fund balance	<u>39,770</u>	<u>-</u>
Total liabilities and fund balance	<u>\$ 74,319</u>	<u>\$ -</u>

City of Minot, North Dakota
Schedule of Revenues, Expenditures and Changes in Fund Balance, Budget to Actual
Special Revenue Fund
September 30, 2024
With Comparative Totals for September 30, 2023
(Unaudited)

Central Dakota Metropolitan Planning Organization					
	Original Budgeted Amounts	Final Budgeted Amounts	September 30, 2024 Actual Amounts	Variance with Final Budget	September 30, 2023 Actual Amounts
REVENUES					
Federal revenues	\$ -	\$ 332,612	\$ 11,251	\$ (321,361)	\$ -
Local operating revenues	-	25,778	34,370	8,593	-
Interest income	-	-	1,298	1,298	-
Total revenues	-	358,390	46,919	(311,471)	-
EXPENDITURES					
Current					
Salaries	-	101,627	35,429	66,198	-
Employee benefits	-	30,085	8,846	21,239	-
Professional services	-	248,288	36,647	211,641	-
Property services	-	18,060	-	18,060	-
Purchased services	-	12,100	2,728	9,372	-
Supplies	-	5,606	-	5,606	-
Total expenditures	-	415,766	83,650	332,116	-
Excess (deficiency) of revenues over (under) expenditures	-	(57,376)	(36,731)	20,645	-
OTHER FINANCING SOURCES (USES)					
Transfers in	-	-	76,501	76,501	-
Total other financing sources (uses)	-	-	76,501	76,501	-
Net change in fund balance	\$ -	\$ (57,376)	39,770	\$ 97,146	-
Fund balance, January 1			-		-
Fund balance, September 30			\$ 39,770		\$ -

Expenditures:	Invoice #	Amount
9/13/24 Payroll J. Van Dyke		\$ 5,814.69
9/27/24 Payroll J. Van Dyke		\$ 5,718.93
Accountant Fee B.Shefstad	270100	\$ 193.53
Accountant Fee B.Shefstad	290103	\$ 189.82
Accountant Fee B.Shefstad	310102	\$ 96.76
Accountant Fee B.Shefstad	330102	\$ 142.36
Accountant Fee B.Shefstad	350100	\$ 155.74
Accountant Fee B.Shefstad	390098	\$ 284.73
Bolton & Menk, Inc.	8022024	\$ 7,080.48
Bolton & Menk, Inc.	345945	\$ 29,066.74
AT&T	287342481817X09122024	\$ 45.92
Marriott SLC City Creek		\$ 691.44
Fall MPO Directors Meeting Per Diem		\$ 194.60
AMPO Conference Per Diem & Expense Reimbursement		\$ 221.00
Total of invoices		49,896.74

From: [City of Minot Help Desk](#)
To: [John Van Dyke](#)
Subject: [Ticket #13592] Replace City of Minot Logo w/CDMPO Logo in e-mails
Date: Tuesday, September 24, 2024 3:02:34 PM



IT Help Desk

Alec Albertson **responded to your ticket.**

#13592 Replace City of Minot Logo w/CDMPO Logo in e-mails

Alec Albertson wrote:

Here's our 2024 numbers for the website. There are some extra pieces that we pay for, but the main site yearly maintenance costs us \$13331.24. The airport's sub site yearly maintenance cost was \$2492.57. I believe we get design refreshes on top of ongoing support included in our deal, but Mikayla or Jen could speak on that better.

The library appears to have paid a one time cost 3 years ago of \$6355. It also looks like they must have added something for an additional one time cost of \$540. I don't know the features the library needed when they picked a new vendor a few years ago, and I don't know what sort of ongoing maintenance is done. I believe they could have gone the route that the airport did, but they must of had another reason for going their own way. I think I remember hearing the vendor was local. Zhaina or Josh Pikka could speak more on that.

That's all background info for when you do start getting the website.

As far as domain registration which is for both your email and the website, the state does not have that broken out in our bill. I would say it shouldn't cost more than \$20 a year, but it seems the library pays about \$60 a year. We can let that mark the high end of the range, but I'm pretty sure we can be closer to my number as I understand the domain renewal is an insignificant part of what we pay the state. If the MPO board decides to pick the domain name (e.g. centraldakotampo.org), we can begin that process, and that'll be one of the first steps anyway.

Ticket Attributes

Creator john.vandyke@minotnd.gov

Assignee Alec Albertson

Why did you receive this email?

Glad you asked! We're using the Spiceworks Cloud Help Desk to track issues and get all your requests sorted in a snap. Have a concern? Just reply to this email, and we'll be in touch. Thanks!

[Terms of Use](#) | [Privacy Policy](#) | [Cookie Policy](#) | [Security Details](#)