Central Dakota MPO Policy Board Meeting
Thursday, November 20, 2025, at 4:30 PM
3rd Floor Executive Conference Room, City Hall (10 3rd Ave SW)
Any person needing special accommodation for the meeting is requested to notify the City Clerk's office at 857-4752.

1. ROLL CALL

2. APPROVAL OF MINUTES

   2.1. REVIEW AND APPROVAL OF MINUTES

   Suggested Motion: I move to approve the October 23, 2025 minutes as presented.

3. OLD BUSINESS

   3.1. 2026-2027 UPWP ANNUAL CONTRACT

   Suggested Motion: I move to approve Chair Jantzer to sign the 2026-2027 UPWP Annual Contract on behalf of the Central Dakota MPO.

4. NEW BUSINESS

   4.1. MONTHLY ACTIVITIES

   This item is informational only; no action required.

   4.2. FINANCE DOCUMENTS

   Suggested Motion: I move to approve the Financial Statements as presented.

   4.3. 2026 MEETING DATES

   Suggested Motion: I move to approve the Policy Board meeting dates and times as presented.

4.4. 2026 OFFICE LEASE

<u>Suggested Motion</u>: I move to approve the Executive Director execute the Lease Agreement as presented subject to the following:
1) The Executive Director will continue to coordinate with City of Minot to identify suitable office space; and
2) Rent shall not exceed $6,200 per annum

5. OTHER BUSINESS

5.1. OPPORTUNITY FOR PUBLIC COMMENT

5.2. OTHER BUSINESS, IF ANY

6. ADJOURNMENT

Central Dakota Metropolitan Planning Organization
Meeting Minutes

Thursday, October 23, 2025, at 4:30 PM
City Council Chambers, City Hall (10 3rd Ave SW)

Mark Jantzer called the meeting to order at 4:30 PM

1. ROLL CALL

The following were present:

Burlington City- Jerick Hedges
Minot City- Lisa Olsen, Tom Joyce, Mark Jantzer
Surrey City- Mike Thiesen
Ward County- Jim Rostad, John Fjeldahl

Members Absent:

Others Present: Brittany Shefstad, Will Hutchings, Joel Mann, Dana Larsen

2. APPROVAL OF MINUTES

2.1 REVIEW AND APPROVAL OF THE SEPTEMBER 25, 2025 MINUTES

Mike Thiesen moved to approve the minutes of the September 25, 2025 meeting as presented. The motion was seconded by Tom Joyce, and carried the following vote: ayes: Fjeldahl, Hedges, Rostad, Olsen, Joyce, Thiesen, Jantzer; nays: none

3. PUBLIC HEARING – 2050 METROPOLITAN TRANSPORTATION PLAN

3.1 PRESENTATION BY JOEL MANN, BOLTON & MENK, INC.

Joel Mann, Bolton and Menk, Inc. gave a summary of the Metropolitan Transportation Plan (MTP) project. The planning horizon for the MTP is long-range, looking forward to the year 2050. The MTP will cover not only roads but all transportation needs for the region. There have been three phases of engagement in an effort to identify community needs and priorities to inform the MTP. Safety underpinned the entire project, with crash data being analyzed to identify priority segments and intersections throughout the region. All modes of surface transportation are the subject of the plan and additional plans, such as the Transit Development Plan, will dive deeper into individual modes of travel.

Other data taken into consideration include pavement condition, bike and pedestrian infrastructure gaps, and the results of the travel demand model. Each member jurisdiction was involved in providing their project lists through their participation in the Technical Advisory Committee. These were then sorted into short, mid-, and long-term timeframes. From here, all projects were fiscally constrained based on reasonably anticipated revenue streams. The 2050 plan overall focuses on reconstruction and preservation of major corridors.

Burlington's projects include a multimodal trail, pedestrian bridge, and major intersection on the U.S. Hwy 2. Surrey's projects include sidewalks and a U.S. Hwy 2 intersection realignment. Ward County projects include intersection improvements along the SE/SW corridor. City of Minot project priorities focus on corridor reconstruction, such as Broadway and Burdick Expressway reconstruction. There are also multimodal projects near Broadway that will improve alternative transportation near this major corridor.

A list of future plans and studies have been identified that will be pursued in the coming years. The public comment period ends October 27, 2025.

3.2 PUBLIC HEARING

Mark Jantzer opened the public hearing. No one appeared for or against the MTP. Mike Thiesen moved to close the public hearing. The motion was seconded by Lisa Olsen, and carried the following vote; ayes: Thiesen, Olsen, Hedges, Jantzer, Fjeldahl, Rostad, Joyce; nays: none.

4. NEW BUSINESS

4.1 MONTHLY ACTIVITIES

No discussion was had.

4.2 2026 SAFETY PERFORMANCE MEASURES (PM1) TARGETS RESOLUTION

Mike Thiesen questioned if TAC had any comments on this, John Van Dyke informed him that these are State numbers and TAC had suggested we get local measures in the future.

Dana Larson said that even if we get our own numbers there is the possibility of still using the State's goals, but having that data could help identify future projects.

Jerick Hedges moved to approve the Resolution 2025-4 surrounding the 2026 Safety Performance Measures as presented. The motion was seconded by Mike

Thiesen and carried the following vote; ayes: Thiesen, Olsen, Hedges, Jantzer, Fjeldahl, Rostad, Joyce; nays: none.

4.3 FINANCE DOCUMENTS

No discussion was had.

Lisa Olsen moved to approve the financial statements as presented. The motion was seconded by Jim Rostad and carried the following vote; ayes: Thiesen, Olsen, Hedges, Jantzer, Fjeldahl, Rostad, Joyce; nays: none.

5. OTHER BUSINESS

5.1 OPPORTUNITY FOR PUBLIC COMMENT

No public present.

5.2 OTHER BUSINESS, IF ANY

November 20th and December 18th are the dates for the remaining 2025 Policy Board meetings. Fjeldahl asked about reappointments given the MPO is nearing its two-year anniversary. Executive Director Van Dyke indicated that he would work with each member jurisdiction to ensure members were reappointed as necessary.

6. ADJOURNMENT

There being no further business, Mike Thiesen moved to adjourn the meeting. The motion was seconded by John Fjeldahl and favored by all. The meeting adjourned 4:56 PM.

North Dakota Department of Transportation
METROPOLITAN PLANNING ORGANIZATION AGREEMENT

Federal Award Information – to be provided by NDDOT

Assistance Listing No.: 20.205, 20.505

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

Award Name: Federal-Aid Highway Program

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

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

NDDOT Program Mgr.: Hutchings, Will Telephone: 701-328-6421

Subrecipient/LPA Name:

Subrecipient Unique Entity Identifier (UEI) No.:

Federal Award Identification No. (FAIN):

Federal Award Date:

Subaward Period of Performance Start & End Date:

Subaward Budget Period Start & End Date:

Amount of Federal Funds Obligated by this action: $

Total Amount of Federal Funds Obligated to the subrecipient: $

Total Federal Award: $

Federal Award Project Description:

Research and Development Activities:

Indirect Cost Rate (ICAP):

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

Entity: City of Minot (Central Dakota Metropolitan Planning Organization)
Description: Unified Planning Work Program Manager
Duration: 2026

This agreement is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Minot, hereinafter referred to as the Subrecipient, whose address is 10 3rd Ave SW, Minot, ND 58701.

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

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

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

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

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

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

1. **SCOPE OF WORK:** The Subrecipient shall perform, in a satisfactory and timely manner, those tasks and activities as outlined in the Subrecipient's UPWP and approved by NDDOT, FHWA, and FTA, a copy of which is attached hereto and made a part hereof. In the completion of the UPWP, the Subrecipient shall follow the policies and procedures of the following:
   - NDDOT Local Government Manual
   - Executed Continuing, Cooperative, and Comprehensive (3-C) metropolitan transportation planning Agreement.
   - The approved UPWP
   - All applicable federal regulations, including 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

2. **PERIOD OF PERFORMANCE**: The period of performance will be from January 1, 2026 to December 31, 2026.

3. **COMPENSATION**:

   - NDDOT shall reimburse the Subrecipient 80 percent of all eligible costs as presented in the budget section of the UPWP, up to a maximum of

$506,734.43. The Subrecipient shall provide the remaining 20 percent and all cost overruns from non-federal funds. Budget transfers among cost categories shall comply with 2 CFR 200.

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

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

5. **INDIRECT COST RATE PROVISION:** Federal agencies and NDDOT shall review and approve a negotiated indirect cost rate, if utilized, unless there is a federal statute that states otherwise, or a federal agency head has made other approved provisions. Any rate approved by a federal agency, or a cognizant agency must be approved by NDDOT.

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

- negotiate an indirect rate with the subrecipient.
- allow the de minimis 15% flat rate (the de minimis rate, is not applicable in certain cases (200.414(f); Appendix VII.D.1.B).) This rate may be used indefinitely, until the subrecipient seeks to formally negotiate a rate. If the de minimis rate is used, the NDDOT does not need to review and approve.

6. **COST PRINCIPLES**: The Subrecipient agrees to follow the cost principles and allowable cost guidelines in accordance with 2 CFR Part 200, Subpart E. The Subrecipient will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200.

7. **FEDERAL FUNDING:** This contract is subject to a financial assistance contract between the state of North Dakota, the Federal Highway Administration, and the USDOT. Federal funds may not be obligated prior to authorization by FHWA.

8. **TERMS EXTENDING BEYOND BIENNIUM**: Payments by NDDOT beyond the current state biennium shall be contingent on sufficient funds being appropriated by the Federal Government or State Legislature for NDDOT. In the event of insufficient appropriations, NDDOT may give a minimum of 30 days' notice to terminate this agreement/contract and have no further obligation to the Subrecipient.

9. **RECORDS AND INSPECTION**: The Subrecipient shall maintain all accounting and project records NDDOT may require. NDDOT and the Federal Government shall at all times be permitted to inspect the work and have access to all books, records, correspondence, instructions, receipts, vouchers, and memorandum pertaining to the work hereunder and copies thereof shall be furnished when requested. Such records shall be made available to NDDOT and the federal government for inspection and audit during the agreement term and for three years after the closure of the consolidated planning grant, unless any litigation, claim, or audit is started before the expiration of the three years, in which case the records shall be retained until such action is satisfied. The Subrecipient agrees to conduct records retention and access in accordance with 2 CFR Part 200.334-338, as applicable.

10. **SUBCONTRACTING**: The Subrecipient shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor. If a subcontract is made, the Subrecipient must follow procedures outlined in 2 CFR 200.331.

11. **SUBCONTRACT PROVISIONS:** The Subrecipient shall include the following statement of financial assistance in any advertisement or invitation to bid for any procurement under this agreement:

"This contract is subject to a financial assistance contract between the state of North Dakota and the USDOT."

12. **ASSIGNMENTS**: The Subrecipient shall not assign nor transfer the Subrecipient's interests or duties under this agreement without the express written consent of the state.

13. **RISK ASSESSMENTS:** The NDDOT conducts pre-award risk assessments prior to issuing a subaward contract. The Subrecipient shall conduct risk assessments of their sub awardees either before or after making the award to determine the appropriate level of monitoring. The contractor shall document its procedures for assessing risk and have them available upon NDDOT request.

14. **RISK BASED MONITORING:**

a. The NDDOT has conducted a risk assessment, as required by 2 CFR 200.332, and has determined the following risk-based monitoring requirements for this award:
   - All payments are on a reimbursement basis.
   - Require submittal of Title VI pre-authorization paperwork.
   - Require submittal of FFATA form.
   - Annual Mid-Year Review.
   - Require submittal of quarterly financial and performance progress reports.
   - Perform desk review of select area as deemed necessary.
   - Require training in area deemed necessary.
   - Completion of National Highway Institute course titled "Understanding the Uniform Guidance Requirement (2 CFR 200) for Federal Awards" and submittal of completion certificate. This shall be completed by the Subrecipient Executive Director and staff who are directly responsible for the development of reimbursement by the end of the first quarter of the contract period.
   - Review single audit findings and verify that corrective action plan was completed, if applicable.
   - Subrecipient shall review and update policy manuals on an annual basis.
   - Subrecipient shall require its employees to certify that they have read and understand organization policies on an annual basis.
   - Subrecipient shall annually conduct fraud awareness training with its employees.

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

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

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

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

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

18. **TERMINATION**:

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

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

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

   ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract;

   iii. If any license or certificate required by law or regulation to be held by the Subrecipient to provide the services required by this contract is for any reason denied, revoked, or not renewed;

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

a. NDDOT, by written notice to the Subrecipient, may terminate the whole or any part of this agreement:

i. If the Subrecipient fails to provide services called for by this contract within the time specified herein or any extension thereof; or

ii. If the Subrecipient fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

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

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

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

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

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

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

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

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

26. **PROMPT PAYMENT**: Payment of invoices by the Subrecipient shall be within 20 days of Receipt as required by NDDOT's Prompt Payment Special Provision.

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

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

29. **AUDITS:**

    a. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 CFR Part 200, Subpart F. A copy of such audit, covering the term of this agreement, shall be submitted to NDDOT. Entities that expend less than $1,000,000 in federal funds, in a fiscal year, from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
    b. The Subrecipient must fill out and submit to NDDOT the Single Audit Certification (SFN60639) and a schedule of federal expenditures for their fiscal year end. The Subrecipient must submit their Single Audit to NDDOT as well as the Federal Audit Clearinghouse. This audit report must be submitted within 30 calendar days after the Subrecipient receives the report from their auditors, or nine months after the end of the audit period, whichever comes first.

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

with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a state or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

31. **MANDATORY DISCLOSURES:** An applicant, recipient, or subrecipient of a Federal award must promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 USC 3729-3733). Disclosures shall be in accordance with 2 CFR 200.113.

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

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

34. **DISCLAIMER:** The Subrecipient must include the following statement in all plans, studies, and reports funded under this contract: "The preparation of this report has been funded in part by the US Department of Transportation, Federal Highway Administration and Federal Transit Administration. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the US Department of Transportation. The report does not constitute a standard, specification, or regulation."

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

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

technology as part of any system. The Subrecipient will include this requirement in all subcontracts related to this agreement.

37. **CYBERSECURITY:** The subrecipient shall take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information in accordance with 2 CFR 200.303.

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

39. **DEBARMENT AND SUSPENSION**: The Subrecipient is advised that their signature on this agreement certifies that the company or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years. For all bids or proposals of third-party contracts and subcontracts, the Subrecipient shall:
    a. Obtain from all bidders a signed Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, as provided in 2 CFR 180 and 2 CFR 1200.
    b. Check the Excluded Parties Listing System (EPLS) at www.sam.gov to ensure the selected vendor or contractor has not been excluded from doing business with the federal government. The Subrecipient shall document the search results and include as part of the third-party contract.
    c. Add a clause to the subcontract that the subcontractor shall maintain active registration in the System for Award Management at www.sam.gov.

40. **GOVERNING LAW AND VENUE**: Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this contract shall be governed by and construed in accordance with applicable federal law and the laws of the state of North Dakota, at the time this contract was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.

41. **MERGER AND WAIVER:** This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such

waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Subrecipient, by the signature below of its authorized representative, hereby acknowledges that the Subrecipient has read this agreement, understands it, and agrees to be bound by its terms and conditions.

42. **OWNERSHIP OF WORK PRODUCT**: All work products and copyrights of the contract, which result from this contract, are the exclusive property of NDDOT, with an unlimited license for use by the federal government and its assignees without charge. The Subrecipient shall furnish to NDDOT copies of all data and other items prepared or developed as a part of the contract.

43. **NOTICE**: All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

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

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

EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

DATE

SUBRECIPIENT:

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

MPO APPROVED as to substance by:

NAME (TYPE OR PRINT)

SIGNATURE

**

TITLE

DATE

APPROVED as to substance by:

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

SIGNATURE

DATE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION:

DEPUTY DIRECTOR FOR PLANNING (TYPE OR PRINT)

SIGNATURE

DATE

* Mayor/President of Commission

** Policy Board Chairperson

CLA 1029 (Div. 38)
L.D. Approved 10-28-14; 11-25

CERTIFICATION OF LOCAL MATCH

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

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

Source:

____

____

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

ATTEST:

____
MPO (TYPE OR PRINT)

____
SIGNATURE

____
DATE

MPO REVIEW

____
NAME (TYPE OR PRINT)

____
SIGNATURE

**______________________________
TITLE

____
DATE

APPROVED:

Subrecipient of ____________________

____
NAME (TYPE OR PRINT)

____
SIGNATURE

*______________________________
TITLE

____
DATE

* Mayor/President of Commission
** Policy Board Chairperson

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

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

Pertinent Non-Discrimination Authorities:

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

Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:
Parties: **State** – State of North Dakota, its agencies, officers and employees
Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees
Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

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

1) **Commercial general liability** and **automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **$468,750 per person and $1,875,000 per occurrence**. The minimum limits of liability required of the State are **$468,750 per person and $1,875,000 per occurrence.**
2) **Workers compensation** insurance meeting all statutory limits.
3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

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

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are $500,000 per person and $2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual,* section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 6-25

NDDOT
North Dakota
Department of Transportation

Required Federal Contract Provisions

COMPLIANCE REVIEW NOTE:

The federal contract provisions contained in this document were reviewed for compliance with applicable regulations as of November 6, 2025. While every effort has been made to ensure alignment with current federal requirements, users are advised that regulatory changes may occur. This document reflects the standards in effect at the time of review and does not constitute a commitment to update contract provisions retroactively unless required by law or funding agency directive.

BUY AMERICA REQUIREMENTS 23 CFR 635.410

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c) (1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.
(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.
(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

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

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

41 CFR 60-1.4(b) and 2 CFR Part 200 Appendix II (C)

41 CFR 60-1.4(a)

(a) *Government contracts.* Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):

During the performance of this contract, the contractor agrees as follows:

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

contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

* * * * *

(c) *Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.*

(d) *Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.*

(e) *Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.*

(f) *Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.*

2 CFR Part 200 Appendix II (C)

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

USDOT DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS 49 CFR 26

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

The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

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

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

SANCTIONS AND PENALTIES FOR BREACH OF CONTRACT 2 CFR Part 200 Appendix II (A)

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

TERMINATION FOR CAUSE AND CONVENIENCE – 2 CFR PART 200 APPENDIX II (B)

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

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT CFR Part 200 Appendix II (F)

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

DEBARMENT AND SUSPENSION 2 CFR Part 200 Appendix II (I)

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

BYRD ANTI-LOBBYING AMENDMENT - 2 CFR Part 200 Appendix II (J)

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

NORTH Dakota | Transportation
Be Legendary.

October 28, 2025

Ms. Kristen Sperry
Environmental & Planning Specialist
Federal Highway Administration
4503 Coleman Street North, Suite 205
Bismarck, ND 58503

Dear Kristen:

SUBJECT: CENTRAL DAKOTA METROPOLITAN PLANNING ORGANIZATION 2026-2027 UNIFIED PLANNING WORK PROGRAM

The Policy Board of the Central Dakota Metropolitan Planning Organization (CDMPO) approved their 2026-2027 Unified Planning Work Program (UPWP) on September 25, 2025. The UPWP identifies programmed planning activities for the CDMPO area for calendar year (CY) 2026 and identifies illustrative projects for CY 2027. The final UPWP was sent to you and Federal Transit Administration (FTA) by CDMPO for your review. The North Dakota Department of Transportation (NDDOT) worked with CDMPO during the development of the UPWP and had the opportunity to provide comments on the draft document.

The North Dakota Department of Transportation hereby recommends approval of the final 2026 UPWP.

Thank you for your continuing efforts to improve transportation infrastructure in North Dakota. If you have questions, please feel free to give me a call at 701-328-4469 or Will Hutchings a call at 701-328-6421.

Regards,

Stacey Hanson

KRISTEN SUE SPERRY

Digitally signed by KRISTEN SUE SPERRY
Date: 2025.11.06 10:52:09 -06'00'

Stacey M. Hanson, P.E.
Assistant Local Government Engineer

38/wrh/smh
Attachment(s)
C: John VanDyke, Central Dakota Metropolitan Planning Organization
Ranae Tunison – Federal Transit Administration, Region VIII

Central Dakota

MPO

2026-2027

Unified Planning Work Program

Adopted Date: September 25, 2025

Contents

Table of Tables

The preparation of this report has been funded in part by the US Department of Transportation, Federal Highway Administration and Federal Transit Administration. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the US Department of Transportation. The report does not constitute a standard, specification, or regulation.

MPO Contact:
John Van Dyke, Executive Director
P: (701) 420-4524
E: john.vandyke@centraldakota.org
10 3rd Ave SW

Minot, ND 58701

Introduction

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

CDMPO is represented by the following political subdivisions:

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

Policy Board

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

Table 1. Central Dakota MPO Policy Board Members

Political Subdivision	Representative Name, Member Jurisdiction Title (MPO Chair/Vice Chair)
Ward County	John Fjeldahl, Chairman
Ward County	Jim Rostad, Vice Chairman
City of Surrey	Michael Thiesen, Mayor (MPO Vice Chair)
City of Burlington	Jerick Hedges, City Council Vice President
City of Minot	Lisa Olson, City Council Vice President
City of Minot	Mark Jantzer, City Council President (MPO Chair)
City of Minot	Tom Joyce, Interim City Manager

Each political subdivision may have one alternate member in the event an appointed member is unable to attend the Policy Board meeting. The current alternate members include:

Table 2. Central Dakota MPO Alternate Policy Board Members

Political Subdivision	Representative Name, Member Jurisdiction Title
Ward County	Ron Merritt, County Commissioner
City of Surrey	Steve Fennewald, Council Member
City of Burlington	Reed Opland, Commissioner
City of Minot	Paul Pitner, Alderman

The Policy Board generally meets the fourth Thursday of each month, subject to adjustments stemming from holidays or known scheduling conflicts. The Policy Board has been meeting in the Executive Conference Room on the 3rd floor of Minot City Hall, located at 10 3rd Ave SW, Minot, ND at 4:30pm.

Technical Advisory Committee

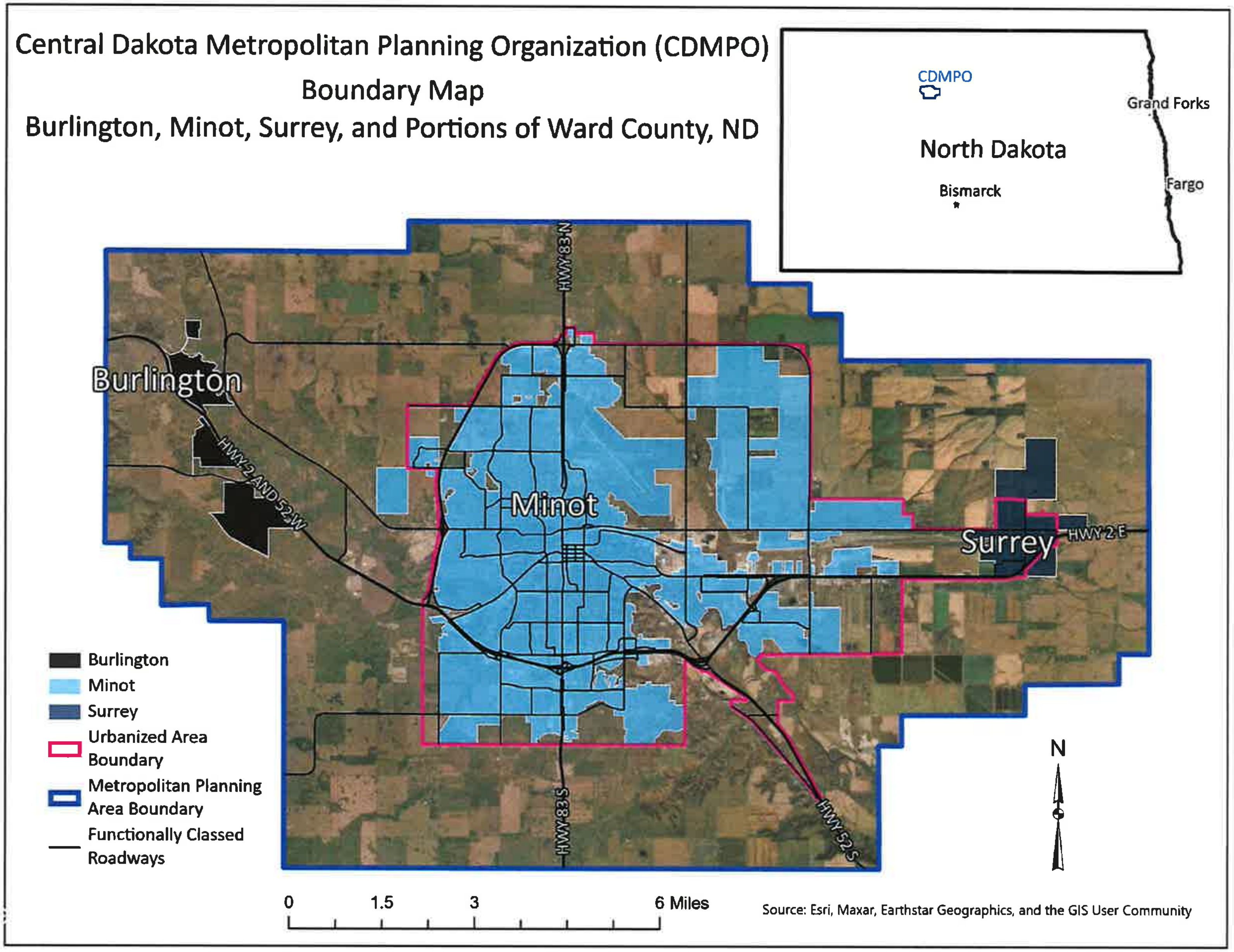
The Policy Board is advised by the Technical Advisory Committee comprised with staff employed or contracted to perform work involved in engineering, planning, or overall administration of the member political subdivisions. Those members include the following positions, whether directly employed or contracted, to provided services in such capacity:

Table 3. Technical Advisory Committee Member Agency and Corresponding Job Title

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

The Technical Advisory Committee generally meets the second Tuesday of each month, subject to adjustments stemming from holidays or known scheduling conflicts. The Technical Advisory Committee has been meeting at 10:30am in Conference Room #3 of the City of Minot Public Works Building, located at 1025 31st St. SE, Minot, ND.

Map of CDMPO


Central Dakota Metropolitan Planning Organization (CDMPO)
Boundary Map
Burlington, Minot, Surrey, and Portions of Ward County, ND
CDMPO
North Dakota
Grand Forks
Fargo
Bismarck
Burlington
Minot
Surrey
HWY 83 N
HWY 83 S
HWY 2 AND 52W
HWY 2 E
HWY 52 S
Burlington
Minot
Surrey
Urbanized Area Boundary
Metropolitan Planning Area Boundary
Functionally Classed Roadways
N
0
1.5
3
6 Miles
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Purpose of Unified Planning Work Program

The Unified Planning Work Program (UPWP) is required to be produced annually and must be approved by the CDMPO Policy Board. Following approval by the CDMPO Policy Board, the North Dakota Department of Transportation (NDDOT) and Federal Transit Administration (FTA) review and provide a recommendation to the Federal Highway Administration (FHWA). The FHWA provides final approval of the UPWP.

The UPWP provides a detailed description of all transportation related planning activities anticipated by the CDMPO during the calendar year. It also provides detailed work activities and budget information including local, state, and federal funding shares, to allow the state to document the requirements for planning grants distributed through the Federal Government.

Metropolitan Planning Factors

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

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

CDMPO's work program elements are shown in Table 3. with the corresponding Metropolitan Planning Factors each element addresses.

Table 4. Work Program Sections and Associated Planning Factors

Work Program Element	Planning Factor									
	1	2	3	4	5	6	7	8	9	10
Task 100 - Program Support and Administration										
100.1 Staff Activities	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
100.2 Training and Travel	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Section 200 - Plans, Studies, and Data Acquisitions										
200.1 Transit Development Plan	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
200.2 Signalized Intersections Traffic Data Collection	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
200.3 Pavement Data Acquisition	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
200.4 Bicycle and Pedestrian Plan	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
200.5 Unspecified Corridor Study/Plan/Data Acquisition Resulting from MTP	*	*	*	*	*	*	*	*	*	*
Section 300 - Overhead and ATAC Annual Fee										
300.1 Overhead	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
300.2 ATAC Annual Fee	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

*Planning Factors will be specified upon identification of the specific corridor study, plan, or data acquisition following adoption of the Metropolitan Transportation Plan (MTP). This table will be updated through the necessary UPWP Amendment at that time.

2025 Accomplishments

2025 saw the Central Dakota MPOs inaugural Metropolitan Transportation Plan (MTP) near-finalized. As part of the MTP, a travel demand model was also developed, along with assemblage of numerous datasets across the region.

The Central Dakoata Transit Development Plan (TDP) also kicked off in the middle of the year. The TDP is expected to be completed in Fall 2026 and will provide area decision-makers with sufficient information and guidance to ensure long-term operational viability of the transit system. The Signalized Intersections Traffic Data Collection project, which aims to establish passive vehicle and pedestrian counts at all signalized intersections in the area, started with seventeen intersections. This information will help optimize traffic flows through the adjustment of signal timings based on the data collected. Over the next several years, the remaining signalized intersections in the area will be outfitted with this technology, which will be utilized in the travel demand model for the next MTP and any corridor or other studies that may benefit from the use of this data.

Other efforts included transitioning to a two-year UPWP for the 2026-2027 timeframe, work on the organization's administrative policy manual, attendance at the AMPO conference in Rhode Island, establishment of a new job description for the Transportation Specialist, and continued refinement and branding of existing administrative documentation to continue establishing the effectiveness, identity, and independence of the organization.

2026/2027 Planned Work Activity Summary

While 2026 Consolidated Planning Grant (CPG) funding estimates have been provided for 2026, 2027 is estimated to follow prior year increases between years even though the Infrastructure Investment and Jobs Act is only active through the end of 2026. It is assumed a transportation bill will be adopted that provides a similar funding level in subsequent years. Therefore, all projects and the associated budget estimate for 2027 is illustrative.

Moving to a rolling two-year UPWP that will be updated annually allows more flexibility in planning work activities that are likely to be conducted across calendar years. Where one project may experience delay, another may be capable of moving forward ahead of schedule, thereby ensuring that over a two-year period the intended work is able to be accomplished from a budgetary standpoint. It also ensures that members are thinking well enough in advance so that the specific corridor study(ies), plan(s), or data acquisition(s) selected provide the most value toward the organizational effort.

Table 5. outlines the plans, studies, and data acquisitions to be accomplished over the next two years.

Table 5. 2026-2027 Plans, Studies, and Data Acquisition Expenses

Project	2026	2027	Total (2026 & 2027)
TDP	$105,571.47	$0.00	$105,571.47
Bike/Ped Plan	$77,928.83	$88,071.17	$166,000.00
Pavement Data Acquisition	$107,287.91	$0.00	$107,287.91
Unspecified Corridor Study/Plan/Data Acquisition Resulting from MTP	$0.00	$217,567.11	$217,567.11
Traffic Signal Setup	$30,500.00	$12,000.00	$42,500.00
Total Cost of Plans, Studies, and Data Acquisitions	$321,288.21	$317,638.28	$638,926.49

2027 shows an unspecified corridor study/plan/data acquisition resulting from the Metropolitan Transportation Plan (MTP). In discussions with the TAC, it was determined that waiting on guidance from the MTP was the most reasonable approach to finalizing programming in 2027. Given the MTP will be adopted near the end of 2025, the unspecified corridor study/plan/data acquisition will be replaced through an amendment to the 2026-2027 UPWP with an identified corridor study/plan/data acquisition and included in the 2027-2028 UPWP.

Another significant change from prior years is the addition of a Transportation Specialist position to begin in 2026. This position will be responsible for a myriad of tasks, one of the most important is overseeing the Transportation Improvement Program (TIP). Once established, the Transportation Specialist will assist with receipt of transportation project applications, review for compliance with the MTP, and facilitating amendments as necessary. Other tasks may include updating the website, managing social media and other public outreach, overseeing data acquisition project(s), and providing assistance as-needed elsewhere. The goal will be to continue to establish an organizational identity and increase familiarity with the MPO, as it is new and still relatively unknown.

2026/2027 Planned Work Activity Detail

The following provides a detailed explanation of work planned to be accomplished over the next two years. Section 100 includes all of the work to be performed by Central Dakota MPO staff, while Section 200 includes all work to be performed by consultants. Section 300 includes all overhead and the ATAC annual fee.

The Central Dakota MPO includes two full-time staff – an Executive Director and Transportation Specialist – and one part-time Accountant provided by the City of Minot to support the organization with financial reporting. The Transportation Specialist is a new position to begin in 2026. Table 6. provides the number of hours to be performed by the respective position over the course of each year.

Table 6. Central Dakota MPO Staffing and Associated Hours

Staff Position	Number of Hours per Year
Executive Director	2,080
Transportation Specialist	2,080
Accountant (part-time/City of Minot Support)	240

Central Dakota MPO staff are technically employed by the City of Minot. Through a Memorandum of Understanding between the City of Minot and the Central Dakota MPO, Central Dakota MPO staff receive guidance and direction from the Policy Board, ensuring regional influence over the organization. This optimizes production by reducing the amount of expenses that would otherwise be allocated toward HR, IT, and other organizational infrastructure necessary to function.

Section 100 – Program Support and Administration

Section 100 – Program Support and Administration includes a breakdown of all work to be performed by Central Dakota MPO staff. Costs in this section are comprised of Central Dakota MPO staff wages, benefits, and training and travel expenses.

100.1 Staff Activities

General Administration

General Administration includes many elements that occur by most, if not all, MPOs throughout the country. They are often conducted as needed. All activities will be completed by December 31, 2027.

New/Modification of Existing Agreements/Contracts

Central Dakota MPO staff periodically work on the creation of new, or modification of existing, agreements/contracts to clarify/effect the interoperability between the City of Minot and the CDMPO and obtain services to effect other Sections of this work program. This may include updates to the lease agreement or memorandum of understanding between the City of Minot and Central Dakota MPO, and updates to the legal services contract or creation or amendment of contracts to provide professional services.

Mid-year Review

Annually, the Central Dakota MPO receives a mid-year review of activities. This review focuses on areas that may be improved to ensure compliance with federal and state regulatory/policy requirements, better facilitate coordination between levels of government, and further communication between Central Dakota MPO and its overseeing agencies (NDDOT, FHWA, and FTA). As part of this mid-year review, staff will prepare documentation, assemble data/information, and attend meetings as needed to successfully accomplish the mid-year review process.

Data Collection and GIS Mapping

Regionally relevant data will be collected as it is released, organized, cleaned, and mapped, where applicable. The Central Dakota MPO strives to provide consultants, member jurisdictions, and the public a convenient location for data and information relevant to transportation in the region. This effort will ensure that Central Dakota MPO staff remain informed of changes across various metrics and datasets.

Reimbursement Requests

The Central Dakota MPO produces reimbursement requests for eligible expenses related to accomplishment of the UPWP. The reimbursement requests are produced monthly, at a minimum.

Document Branding

Central Dakota MPO staff will work on previously created documents to apply branding standards, which were adopted in late 2024. This will ensure that all documentation maintains consistency and is identifiable at first glance as a product of the Central Dakota MPO.

Holidays and Paid-Time-Off (PTO)

Holidays and Paid-Time-Off (PTO) are provided as part of the overall compensation package provided to the Executive Director and Transportation Specialist positions. Holidays occur throughout the year and PTO is taken as requested and approved by the respective staff member following the process as outlined in the Administrative Policy Manual.

TAC, Policy Board, and Other MPO Coordination Meetings

Keeping TAC and Policy Board apprised of information and capable of making informed recommendations and decisions is a primary responsibility of Central Dakota MPO staff. This involves record keeping, drafting documents, scheduling and attending meetings, presentations, and providing options and corresponding recommendations to both bodies. Meetings of the TAC and Policy Board occur most months, although special meetings may be scheduled as needed or the regularly scheduled meeting canceled due to a lack of necessary action.

Other meetings occur with the North Dakota MPO Director's, both with and without NDDOT, and internal meetings with staff and individual TAC, Policy Board, or other agency representatives. These meetings are necessary to exchange information to ensure the seamless continuation of Central Dakota MPO activities throughout the year. Meetings generally occur one-to-two times per month or as-needed and as availability allows.

This activity will be completed at the end of 2027.

CENTRAL DAKOTA WEBSITE AND SOCIAL MEDIA

The Central Dakota MPO purchased the centraldakotampo.org domain in 2024 with the intention of creating a standalone website to house information related to Central Dakota MPO. Presently, the Central Dakota MPO utilizes a webpage on the City of Minot webpage for this purpose. Work, primarily conducted by the Transportation Specialist, will be conducted to establish the standalone Central Dakota MPO website, with the goal to make it useful to consultants, member jurisdictions, and the general public.

The Central Dakota MPO relies on member jurisdiction social media accounts to push pertinent information related to projects and public engagement opportunities. Work, primarily conducted by the Transportation Specialist, will be conducted to establish a social media presence, with the goal to bring awareness to the organization, reach the public, and generate it's own following related to transportation issues and activities in the region.

This work will be ongoing throughout 2026 and 2027 and completed on December 31, 2027.

PLANS, STUDIES, AND DATA ACQUISITION PROJECT SUPPORT

Central Dakota MPO staff will support each plan, study, and data acquisition projects as outlined in Section 200 of this UPWP. Staff activities include creation of request for proposals, consultant selection activities, attendance at project meetings, assistance with respective project public engagement efforts, and coordination with member jurisdictions to compile data and information to ensure the consultant is able to continue production of the respective plan, study, or data acquisition.

The Executive Director will be primarily responsible for managing consultants across all plan, study, and data acquisition projects. However, the Transportation Specialist will assist with all projects and may play a leading role in data acquisition projects depending on the background of the individual hired in 2026.

Following adoption of the Transit Development Plan in Fall 2026 and Pedestrian and Bicycle Plan in Fall 2027, subcommittees or another form of group oversight are planned to be established to provide organizational direction, associated project prioritization, and plan implementation. The CDMPO will be involved as-needed to assist in these activities. This activity will be completed on December 31, 2027.

MEMBER JURISDICTION TRANSPORTATION PLANNING SUPPORT AND COORDINATION

The Central Dakota MPO staff will coordinate with member jurisdictions, agencies, and other organizations to provide input, guidance, and overall involvement on development proposals, transit planning, and other planning-related initiatives. These activities occur throughout the year on an as-needed basis, revolving around transportation policy and transportation in general as it relates to the built environment.

This activity will be completed on December 31, 2027.

CORE PRODUCTS

Each MPO is required to create and maintain four (4) core products – Metropolitan Transportation Plan (MTP), Transportation Improvement Program (TIP), Unified Planning Work Program (UPWP), and the Public Participation Plan (PPP). Central Dakota MPO staff will work to create, if not yet created, and maintain each of these four (4) core products. Work will occur throughout 2026 and 2027, completing on December 31, 2027.

Metropolitan Transportation Plan (MTP)

Staff will work to implement the Metropolitan Transportation Plan (MTP). Activities include amendments as may be necessary from time to time, transportation project and land use development review for alignment with the MTP, and utilizing other information/guidance contained therein to inform member-jurisdiction staff, residents, and decision-makers.

Due to time constraints incurred toward the end of 2025 in creating the inaugural MTP, this activity may include final TAC and Policy Board presentation of the MTP for adoption and corresponding follow-up presentations to member-jurisdictions to be adopted via resolution in early 2026. No consultant expenses are expected to be incurred as part of this activity; only staff labor costs.

Transportation Improvement Program (TIP)

Staff will prepare the Transportation Improvement Program (TIP) annually on a four-year rolling cycle. The TIP will be developed, adopted, and distributed in compliance with all federal, state, and local requirements. The TIP shall include all federal-aid and regionally significant transportation improvements planned by the participating agencies within the MPO area for the four-year period. TIP modifications and amendments are included in this effort and will be processed, as necessary.

Work will include drafting the inaugural TIP, which includes all introductory and other required language, maps, tables, and any other information pertinent to the creation of the TIP document. Other work will include discussion with member jurisdictions surrounding project submission processes, solicitation for public input in compliance with the PPP, and evaluation and summary of public comments received. Work will also include review of projects submitted, including ranking, providing support and/or approval of solicited project applications for federal funding, reconciliation of project lists with NDDOT, and the development of associated processes to facilitate these activities.

Unified Planning Work Program (UPWP)

Unified Planning Work Program activities include creation of the 2027-2028 rolling two-year UPWP, which will include refinement of 2027 activities and anticipation of 2028 activities. It will also include any associated amendments and administrative modifications to the 2026-2027 UPWP. Further, it will include all quarterly, semi-annual, and annual reporting that may be required. Finally, it will include creation of the corresponding 2028-2029 rolling two-year UPWP.

Public Participation Plan (PPP)

This component will focus on processing any amendments to the Public Participation Plan meeting minimum federal requirements for public participation of the various MPO work products, optimizing public engagement efforts to ensure the public receives adequate opportunities to participate meaningfully and conveniently, and streamlining the public engagement effort where possible. This activity will occur as-needed.

100.2 Training and Travel

Training and Travel includes all costs to attend MPO director's meetings, workshops, conferences, and other professional development activities. The primary expense will be out-of-state travel to the annual conference provided by the Association of Metropolitan Planning

Organizations (AMPO). However, scheduling conflicts may prohibit attendance at this specific conference and another conference, such as the Transportation Research Board Tools of the Trade or similar transportation-focused conference, may be identified that provides an equivalent educational opportunity for both the Executive Director and Transportation Specialist.

Training and travel will be identified to support the newly established Transportation Specialist position. Specific needs will be dependent on the background of the individual hired and may include more skills-based, such as GIS, or theory/practice, such as provided at a conference as noted in the preceding paragraph.

The Advanced Traffic Analysis Center (ATAC) provides several training opportunities as part of the master agreement as outlined in Section 300 (See 300.2 ATAC Annual Fee). These are sometimes provided in-person and this subsection covers the associated travel costs.

Other training opportunities, such as those provided through North Dakota Local Technical Assistance Program (NDLTAP), North Dakota Planning Association (NDPA), and similarly relevant organizations, may be utilized to help support educational and training needs.

This subsection also covers the associated training and travel costs of other meetings and conferences, such as the quarterly in-person meetings with NDDOT and the other ND MPOs or the annual North Dakota Transportation Conference.

Training and travel will occur throughout each respective year. This activity will be complete at the end of 2027.

Section 200 – Plans, Studies, and Data Acquisitions

Plans, Studies, and Data Acquisitions includes all professional consultant services and data/capital acquisitions necessary to plan the region's transportation system and inform the prioritization of projects.

200.1 Transit Development Plan (2026)

The Transit Development Plan (TDP) kicked-off Summer 2025, with an expected completion of Fall 2026. The TDP will help inform Minot City Transit, which is responsible for providing fixed-route and paratransit services for the area, for the next five-to-ten years as the transit operator continues to adjust from a transition from rural to urban funding formulae. The primary goal of the TDP is to perform a holistic evaluation of the existing transit system and identify areas of improvement, resulting in increased ridership, rider satisfaction, and operational efficiencies to ensure sustainability of the transit system in the region.

Complete Streets funding for 2026 in the amount of $10,148.13 ($2,029.62 local/$8,118.51 federal) will be utilized to accomplish this plan. The following Complete Streets planning activities will be accomplished as part of this plan (see BIL § 11206(c) (3) (B) & (D) below):

> (B) Integrate active transportation facilities with public transportation service or improve access to public transportation;
>
> (D) Increase public transportation ridership;

200.2 Signalized Intersections Traffic Data Collection (2026-2027)

The Signalized Intersections Traffic Data Collection project began in 2025, with 17 signals being set up to passively collect pedestrian and traffic counts and vehicle turning movements. This will allow for optimization of signal timings to better accommodate seasonal fluctuations and special events, such as the ND State Fair or due to inclement weather. Each year, more of the 48 signalized intersections will be connected to the Advanced Traffic Analysis System. The goal is to collect traffic counts to better inform the Transportation Demand Model as part of the 2055 Metropolitan Transportation Plan that will kick off in 2029.

At this time, 13 signals are planned to be set up in 2026 and an additional five in 2027. The work is conducted offsite by the Advanced Traffic Analysis Center (ATAC), which will occur throughout the respective calendar year.

200.3 Pavement Data Acquisition (2026)

Pavement data collection for functionally classed roadways within the region will be conducted in mid-2026 as part of a four-year data collection cycle. This data will help identify needs, contribute toward asset management, and overall help to prioritize road projects. Member jurisdictions may choose to simultaneously collect data on their local roadway system through a separate agreement not utilizing CPG funding. The goal is to have a complete assessment of the pavement condition throughout the MPO region, where presently only the City of Minot routinely collects this information. This activity will be started and completed in 2026 during the months when the roadways are free of snow and ice, likely late spring through early fall.

200.4 Bicycle and Pedestrian Plan (2026-2027)

A bicycle and pedestrian plan will kick-off in mid-2026, with expected completion in mid-to-late 2027. The effort will look at the pedestrian and bicycle network to identify gaps, areas for expansion, and improve overall connectivity and mobility for these modes of transportation. The plan will also help member jurisdictions apply best practice through the establishment/adoption of policies supportive of bicycle and pedestrian infrastructure. Up to four (4) pedestrian and bicycle counters will be purchased to assist with collection of data to help inform plan creation with a total estimated cost of $16,000.

Complete Streets funding for 2027 in the amount of $10,351.52 ($2,070.30 local/$8,281.22 federal) will be utilized to accomplish this plan. The following Complete Streets planning activities will be accomplished as part of this plan (see BIL § 11206(c) (3) (A), (B), (C), and (E) below):

(A) Create a network of active transportation facilities, including sidewalks, bikeways, or pedestrian and bicycle trails, to connect neighborhoods with destinations such as workplaces, schools, residences, businesses, recreation areas, healthcare and childcare services, or other community activity centers;

(B) Integrate active transportation facilities with public transportation service or improve access to public transportation;

(C) Create multiuse active transportation infrastructure facilities (including bikeways or pedestrian and bicycle trails) that make connections within or between communities;

(E) Improve the safety of bicyclists and pedestrians.

200.5 Unspecified Corridor Study/Plan/Data Acquisition Resulting from MTP (2027)

An unspecified corridor study/plan/data acquisition resulting from the Metropolitan Transportation Plan (MTP) is planned for 2027. In discussions with the TAC, it was determined that waiting on guidance from the MTP was the most reasonable approach to finalizing programming in 2027. Given the MTP will be adopted near the end of 2025, the unspecified corridor study/plan/data acquisition will be replaced through an amendment to the 2026-2027 UPWP with an identified corridor study/plan/data acquisition and included in the 2027-2028 UPWP.

Section 300 – Overhead and ATAC Annual Fee

Activities in this section focus on necessary expenses to keep the Central Dakota MPO operational.

300.1 Overhead

Overhead is considered all costs necessary to maintain the Central Dakota MPO office, purchase public engagement materials and pay for pubic noticing expenses, and obtain necessary services to support the general operation of the organization. This activity will be complete as of December 31, 2027.

Professional Legal Services

The Central Dakota MPO receives professional legal services through a contracted firm. The number of hours of legal services required fluctuates throughout the year, with specific timing being dependent on when contracts or other documents require review. The contracted firm also answers questions as they arise.

Department Equipment, Materials, and Supplies

The Central Dakota MPO purchases computer hardware, such as a computer or monitor, and software, such as Adobe InDesign, as needed. In addition, other materials, such as office furniture and equipment, copier and printer supplies, office supplies, and all other ordinary and necessary expenses are included in this component of overhead.

Books, Subscriptions, Memberships, and Associations

The Central Dakota MPO may purchase written materials, data, or information on a subscription basis for educational or other purposes. This component of overhead also includes membership to the Association of Metropolitan Planning Organizations (AMPO) and American Planning Association (APA), as well as annual fees related to professional certifications such as the American Institute for Certified Planners (AICP).

Postage, Shipping, and Public Engagement Expenses

Expenses specifically related to postage and shipping are included in this component of overhead. Also included are any public engagement expenses, such as poster boards, printing costs for public engagement materials, venue rental costs for in-person public engagement activities, if any, and advertising of public engagement opportunities, such as newspaper publications, social media pushes, and other mediums to bring awareness of opportunities for public participation.

Office Rent

The Central Dakota MPO entered into a lease agreement with the City of Minot effective in early-to-mid 2024 for the Executive Director. The lease agreement will be updated in the near future to accommodate the Transportation Specialist. Should the City of Minot be unable to accommodate both the Executive Director and Transportation Specialist, Ward County has indicated willingness to provide space for a comparable expense. These expenses are included in this component of overhead.

300.2 ATAC Annual Fee

The Central Dakota MPO and the other MPOs throughout North Dakota entered a three-year contract with the Advanced Traffic Analysis Center (ATAC) that provides the following services:

1) Facilitate MPO joint modeling, ITS and traffic operations discussions and high-level training on an annual basis through quarterly steering committee meetings. The Spring and Fall meetings will be in-person (if possible) joint meetings with all participating Agencies. The Winter and Summer meetings will be conducted through video conferencing and may be conducted directly with ATAC and individual MPOs.

2) Review, develop, and administer addendums and contracts as requested by partner agencies. Also consider requests from the partner agencies in regards to other Transportation Planning activities such as performance measures, transit planning support, and others as determined by the Steering Committee. These requests would only be performed by addendum as noted below and may involve other Centers and Programs within UGPTI.

3) Include available MPO traffic data as part of any statewide traffic web mapping portals or dashboards as developed through other contracts with UGPTI.

4) Store and provide most recent agreed upon versions of MPO Travel Demand Models as provided by the MPOs and/or their consultants to third parties as requested and approved by the MPOs.

The annual fee is paid to ATAC through the end of the contract. Additional services may be negotiated with ATAC, such as the Signalized Intersection Traffic Data Collection project (See 200.2).

The contract is effective through December 31, 2027.

UPWP Revenue and Expenditure Summary

The following section provides a summary of revenues by funding source and expenditure by Section for 2026 and 2027. Funding levels for 2027 are estimated.

Revenue Summary

Revenue for CDMPO comes from a combination of federal and local funds. The total local funding is a 20 percent match of the federal funding. Each local political subdivision allocates match based on the latest decennial census. The local match breakdown is as follows: Burlington 2%, Surrey 2%, Ward County 27%, and Minot 69%.

Table 7. Summary of Revenues by Funding Source

Funding Source	2026		2027	
	Amount	Percentage of Total	Amount*	Percentage of Total
Authorized Federal Funds (80%)*	**$ 506,734.43**	**80.0%**	**$ 514,356.65**	**80.0%**
ND PL	*$ 408,874.61*	*64.5%*	*$ 414,539.63*	*64.5%*
ND CS	*$ 8,118.51*	*1.3%*	*$ 8,281.22*	*1.3%*
FTA ND	*$ 89,741.31*	*14.2%*	*$ 91,535.80*	*14.2%*
Local Funds (20%)	**$ 126,683.60**	**20.0%**	**$ 128,589.16**	**20.0%**
Burlington Local Match (2%)	*$ 2,533.67*	*0.4%*	*$ 2,571.78*	*0.4%*
Minot Local Match (69%)	*$ 87,411.69*	*13.8%*	*$ 88,726.52*	*13.8%*
Surrey Local Match (2%)	*$ 2,533.67*	*0.4%*	*$ 2,571.78*	*0.4%*
Ward County Local Match (27%)	*$ 34,204.57*	*5.4%*	*$ 34,719.07*	*5.4%*
Total Revenue	$ 633,418.03	100.0%	$ 642,945.81	100.0%

**Estimated. 2027 amounts determined by applying same percentage increases from 2025 to 2026 for each funding source.*

Expenditure Summary

Total expenditures are expected to remain relatively stable across major categories between 2026 and 2027. The primary change between 2026 and 2027 relates to labor cost assumptions, where wages are assumed to increase by three percent (3%) and benefits are assumed to increase by ten percent (10%). This conservative approach ensures that plans, studies, or data acquisitions are not overly programmed.

Table 8. Total Expenditures by Section

Expenditure Category	Amount		
	2026	2027	2026/2027 Change
Section 100 - Program Support and Administration	*$277,629.82*	*$290,807.54*	*$13,177.72*
Section 200 - Plans, Studies, and Data Acquisitions	*$321,288.21*	*$317,638.28*	*-$3,649.93*
Section 300 - Overhead and ATAC Annual Fee	*$34,500.00*	*$34,500.00*	*$0.00*
Total	**$633,418.03**	**$642,945.82**	**$9,527.79**

2026 Annual Work Program Budget

Table 9. 2026 Revenue and Expenditure Detail

Activity	Funding Source						
	Total Budgeted	Federal Share	Local Share	Burlington	Minot	Ward County	Surrey
Section 100 - Program Support and Administration	**$277,629.82**	**$222,103.86**	**$55,525.96**	**$1,110.52**	**$38,312.92**	**$14,992.01**	**$1,110.52**
100.1 Staff Activities	$267,629.82	$214,103.86	$53,525.96	$1,070.52	$36,932.92	$14,452.01	$1,070.52
100.2 Training and Travel	$10,000.00	$8,000.00	$2,000.00	$40.00	$1,380.00	$540.00	$40.00
Section 200 - Plans, Studies, and Data Acquisitions	***$321,288.21***	***$257,030.57***	***$64,257.64***	***$1,285.15***	***$44,337.77***	***$17,349.56***	***$1,285.15***
200.1 Transit Development Plan*	$105,571.47	$84,457.18	$21,114.29	$422.29	$14,568.86	$5,700.86	$422.29
Portion Funded via Complete Streets (CS)	*$10,148.13*	*$8,118.51*	*$2,029.62*	*$40.59*	*$1,400.44*	*$548.00*	*$40.59*
200.2 Signalized Intersections Traffic Data Collection	$30,500.00	$24,400.00	$6,100.00	$122.00	$4,209.00	$1,647.00	$122.00
200.3 Pavement Data Acquisition	$107,287.91	$85,830.33	$21,457.58	$429.15	$14,805.73	$5,793.55	$429.15
200.4 Bicycle and Pedestrian Plan	$77,928.83	$62,343.06	$15,585.77	$311.72	$10,754.18	$4,208.16	$311.72
200.4.1 Consultant Fees	*$61,928.83*	*$49,543.06*	*$12,385.77*	*$247.72*	*$8,546.18*	*$3,344.16*	*$247.72*
200.4.2 Bike/Ped Counters	*$16,000.00*	*$12,800.00*	*$3,200.00*	*$64.00*	*$2,208.00*	*$864.00*	*$64.00*
200.5 Unspecified Corridor Study/Plan/Data Acquisition Resulting from MTP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Section 300 - Overhead and ATAC Annual Fee	**$34,500.00**	**$27,600.00**	**$6,900.00**	**$138.00**	**$4,761.00**	**$1,863.00**	**$138.00**
300.1 Overhead	$24,500.00	$19,600.00	$4,900.00	$98.00	$3,381.00	$1,323.00	$98.00
300.2 ATAC Annual Fee	$10,000.00	$8,000.00	$2,000.00	$40.00	$1,380.00	$540.00	$40.00
Program Totals	$633,418.03	$506,734.42	$126,683.60	$2,533.67	$87,411.69	$34,204.57	$2,533.67

*Complete Streets funding will be utilized to accomplish this plan (See Section 200.1 for Complete Streets planning activity detail)

2027 ANNUAL WORK PROGRAM BUDGET

Table 10. 2027 Revenue and Expenditure Detail

Task		Funding Source					
	Total Budgeted	Federal Share	Local Share	Burlington	Minot	Ward County	Surrey
Section 100 - Program Support and Administration	**$290,807.54**	**$232,646.03**	**$58,161.51**	**$1,163.23**	**$40,131.44**	**$15,703.61**	**$1,163.23**
100.1 Staff Activities	$280,807.54	$224,646.03	$56,161.51	$1,123.23	$38,751.44	$15,163.61	$1,123.23
100.2 Training and Travel	$10,000.00	$8,000.00	$2,000.00	$40.00	$1,380.00	$540.00	$40.00
Section 200 - Plans, Studies, and Data Acquisitions	***$317,638.28***	***$254,110.62***	***$63,527.66***	***$1,270.55***	***$43,834.08***	***$17,152.47***	***$1,270.55***
200.1 Transit Development Plan	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
200.2 Signalized Intersections Traffic Data Collection	$12,000.00	$9,600.00	$2,400.00	$48.00	$1,656.00	$648.00	$48.00
200.3 Pavement Data Acquisition	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
200.4 Bicycle and Pedestrian Plan*	$88,071.17	$70,456.94	$17,614.23	$352.28	$12,153.82	$4,755.84	$352.28
Portion Funded via Complete Streets (CS)	*$10,351.52*	*$8,281.22*	*$2,070.30*	*$41.41*	*$1,428.51*	*$558.98*	*$41.41*
200.4.1 Consultant Fees	*$88,071.17*	*$70,456.94*	*$17,614.23*	*$352.28*	*$12,153.82*	*$4,755.84*	*$352.28*
200.4.2 Bike/Ped Counters	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*
200.5 Unspecified Corridor Study/Plan/Data Acquisition Resulting from MTP	$217,567.11	$174,053.69	$43,513.42	$870.27	$30,024.26	$11,748.62	$870.27
Section 300 - Overhead and ATAC Annual Fee	**$34,500.00**	**$27,600.00**	**$6,900.00**	**$138.00**	**$4,761.00**	**$1,863.00**	**$138.00**
300.1 Overhead	$24,500.00	$19,600.00	$4,900.00	$98.00	$3,381.00	$1,323.00	$98.00
300.2 ATAC Annual Fee	$10,000.00	$8,000.00	$2,000.00	$40.00	$1,380.00	$540.00	$40.00
Program Totals	$642,945.82	$514,356.65	$128,589.16	$2,571.78	$88,726.53	$34,719.07	$2,571.78

*Complete Streets funding will be utilized to accomplish this plan (See Section 200.4 for Complete Streets planning activity detail)

ADOPTION

The Central Dakota Metropolitan Planning Organization has adopted the 2026-2027 Unified Planning Work Program on September 25, 2025.

Policy Board Chair

09/29/2025
Date

MONTHLY ACTIVITIES UPDATE
NOVEMBER 20, 2025

The following information is provided to keep the Policy Board members apprised of the ongoing activities, deadlines, and overall efforts that have been accomplished since the last Policy Board meeting. The task lists are not exhaustive of all activities and efforts, but provide insight into the day-to-day operations of the organization.

Week Seventy-eight - November 10, 2025 - November 14, 2025

- [ ] **Section 110 - Program Support and Administration**
  - [ ] Clean-up/Respond to e-mails - **Monday - Thursday**
  - [x] Veteran's Day Holiday - **Tuesday**
  - [ ] Approve financial transactions - **Friday**
  - [ ] Update hours log for week seventy-eight - **Friday**
  - [ ] Create update for week seventy-nine tasks - **Friday**
  - [x] TAC Agenda - **Tuesday/Wednesday**
    - [x] Minutes
    - [x] MTP Public Comment and Review Period Overview
    - [x] 2026 Meeting Dates
    - [x] Public Comment
  - [ ] PB Agenda - **Thursday/Friday**
    - [x] Minutes
    - [x] Monthly Activities
    - [x] 2026 Meeting Dates
    - [ ] Office Lease Contract
      - [ ] Update suggested motion to exclude legal review
    - [x] Finance Documents
    - [x] UPWP Contract
    - [x] Public Comment
  - [ ] Continue review of applications - **Monday/Friday**
  - [ ] Begin October Reimbursement Request - **Friday**
- [x] **Section 120 - Unified Planning Work Program**
  - [x] 2025 UPWP
    - [x] N/a
  - [x] 2026-2027 UPWP
    - [x] N/a
- [x] **Section 130 - Training and Travel**
  - [x] N/a
- [x] **Section 210 - Metropolitan Transportation Plan (MTP) Project**
  - [x] Project Management Team Meeting - **Thursday**
- [x] **Section 220 - Transit Development Plan**
  - [x] Steering Committee Meeting #2 - **Wednesday**
- [x] **Section 230 - Central Dakota Signal Project**
  - [x] Traffic Signal Discussion - **Wednesday**
- [x] **Section 310 - Transportation Planning Support and Coordination**
  - [x] N/a

Week Seventy-seven - November 3, 2025 - November 7, 2025

- ☑ **Section 110 - Program Support and Administration**
  - ☑ Clean-up/Respond to e-mails - **Monday - Thursday**
  - ☑ Approve financial transactions - **Friday**
  - ☑ Update hours log for week seventy-seven - **Friday**
  - ☑ Create update for week seventy-eight tasks - **Friday**
  - ☑ NDDOT/MPO Directors Meeting - **Wednesday**
  - ☑ Office relocation meeting - **Monday**
    - ☑ Send contract for legal review - **Tuesday**
  - ☑ Review of August Reimbursement Kickback - **Monday**
    - ☑ Follow-up meeting w/NDDOT - **Tuesday**
  - ☑ Begin review of applications - **Tuesday**
  - ☑ Update TAC and PB 2026 Meeting Dates - **Friday**
- ☑ **Section 120 - Unified Planning Work Program**
  - ☑ 2025 UPWP
    - ☑ N/a
  - ☑ 2026-2027 UPWP
    - ☑ N/a
- ☑ **Section 130 - Training and Travel**
  - ☑ N/a
- ☑ **Section 210 - Metropolitan Transportation Plan (MTP) Project**
  - ☑ Continue research/response to comments - **Monday - Friday**
  - ☑ NDDOT Fiscally Constrained Approach Follow-up Meeting - **Monday**
    - ☑ Follow-up discussion w/BMI - **Tuesday**
  - ☑ Follow-up Meetings - **Wednesday/Thursday**
- ☑ **Section 220 - Transit Development Plan**
  - ☑ Continue Reviewing Documents and Provide Comments - **Monday/Tuesday**
  - ☑ Minot Check-in - **Wednesday**
  - ☑ Send out Agenda/Documentation - **Wednesday/Thursday**
  - ☑ Meeting w/Minot City Transit/Consultant - **Friday**
- ☑ **Section 230 - Central Dakota Signal Project**
  - ☑ N/a
- ☑ **Section 310 - Transportation Planning Support and Coordination**
  - ☑ NDPA Board Meeting - **Thursday**
  - ☑ Transportation Connection MPO Meeting - **Monday**
  - ☑ Meeting w/Stefanie S. and Dave L. RE pathway - **Friday**

Week Seventy-six - October 27, 2025 - October 31, 2025

- ☑ **Section 110 - Program Support and Administration**
  - ☑ Clean-up/Respond to e-mails - **Monday - Friday**
  - ☑ Approve financial transactions - **Friday**
  - ☑ Update hours log for week seventy-five - **Tuesday**
  - ☑ Create update for week seventy-five tasks - **Tuesday**
  - ☑ Update hours log for week seventy-six - **Friday**
  - ☑ Create update for week seventy-seven tasks - **Thursday**
  - ☑ Work w/Hannah on PB minutes and review of recording - **Tuesday**
  - ☑ ND/MPO Coordination Meeting - **Monday**
  - ☑ ND Office Ops Meeting - **Monday**
  - ☑ Coordinate office relocation meeting - **Tuesday**
  - ☑ Job posting/HR Coordination - **Wednesday/Thursday**
- ☑ **Section 120 - Unified Planning Work Program**
  - ☑ 2025 UPWP
    - ☑ N/a
  - ☑ 2026-2027 UPWP
    - ☑ Additional Annual Documentation
      - ☑ FFATA - **Monday/Tuesday**
      - ☑ Title VI Policy Statement and Assurances - **Monday**
        - ☑ Update documentation
        - ☑ Work with pertinent City of Minot staff to complete and obtain necessary signatures
      - ☑ Sub-recipient audit checklist - **Wednesday**
- ☑ **Section 130 - Training and Travel**
  - ☑ N/a
- ☑ **Section 210 - Metropolitan Transportation Plan (MTP) Project**
  - ☑ Meeting w/BMI RE Comments - **Tuesday**
  - ☑ Review NDDOT comments - **Monday/Tuesday**
  - ☑ Begin research/response to comments - **Tuesday - Friday**
  - ☑ Coordinate and Meet w/City of Burlington contract engineer, Dana Larsen, and Joel M. RE comments - **Wednesday/Thursday**
    - ☑ Write-up response to Burlington Comments
    - ☑ Send Comments to Jerick, Patrick, Sarah K., and David A. - **Friday**
- ☑ **Section 220 - Transit Development Plan**
  - ☑ Begin Review of Documents - **Friday**
    - ☑ Follow-up w/SRF RE Agenda and Documents for Review
- ☑ **Section 230 - Central Dakota Signal Project**
  - ☑ N/a
- ☑ **Section 310 - Transportation Planning Support and Coordination**
  - ☑ N/a

Week Seventy-five - October 20, 2025 - October 24, 2025

- ☑ **Section 110 - Program Support and Administration**
  - ☑ Clean-up/Respond to e-mails - **Monday/Tuesday**
  - ☑ Approve financial transactions - **Friday**
  - ☑ Policy Board Meeting - **Thursday**
  - ☑ Check w/HR RE Posting of Transportation Specialist Position - **Tuesday**
  - ☑ Continue work on third quarter UPWP report - **Monday/Tuesday/Wednesday/Thursday**
  - ☑ Submit Completed September Reimbursement Request - **Friday**
  - ☑ Weekly one-on-one w/NDDOT - **Tuesday**
  - ☑ Send out Reappointment E-mails to member jurisdictions - **Friday**
- ☑ **Section 120 - Unified Planning Work Program**
  - ☑ 2025 UPWP
    - ☑ N/a
  - ☑ 2026-2027 UPWP
    - ☑ N/a
- ☑ **Section 130 - Training and Travel**
  - ☑ Improving Road User Safety in the School Zone and Beyond - **Tuesday**
- ☑ **Section 210 - Metropolitan Transportation Plan (MTP) Project**
  - ☑ Presentation to NDDOT - **Monday**
  - ☑ Presentation to City of Minot - **Monday**
  - ☑ Public Hearing at PB - **Thursday**
- ☑ **Section 220 - Transit Development Plan**
  - ☑ Reach out to Steering Committee members RE social media push to complete survey - **Thursday/Friday**
  - ☑ Minot Check-in - **Wednesday**
- ☑ **Section 230 - Central Dakota Signal Project**
  - ☑ Review progress update and third quarter invoice - **Thursday**
- ☑ **Section 310 - Transportation Planning Support and Coordination**
  - ☑ CDMPO - City of Minot Community Development Coordination Lunch - **Friday**

Expenditures:	Invoice #	Amount
10/10/25 Payroll J. Van Dyke	410239	$ 6,075.43
10/10/25 Accountant Fee B.Shefstad	410105	$ 25.15
10/10/25 Admin Fee H.Hornberger	410327	$ 77.76
10/24/25 Payroll J. Van Dyke	430234	$ 5,957.44
10/24/25 Accountant Fee B.Shefstad	430102	$ 470.24
10/24/25 Admin Fee H.Hornberger	430320	$ 76.55
Bolton & Menk, Inc.	371824	$ 58,270.65
SRF Consulting Group	18988.00-1	$ 6,026.62
SRF Consulting Group	18988.00-2	$ 14,061.59
High point networks	2797827	$ 6.30
John Van Dyke	9032025	$ 186.60
AT&T	287342481817X09122025	$ 45.96
AT&T	287342481817X10122025	$ 45.99
AT&T	287342481817X11122025	$ 45.96
Dell marketing L.P.	10840504918	$ 251.99
CDW Government, Inc.	AG4BA1F	$ 289.40
Dell marketing L.P.	10841574447	$ 1,851.67
Total of invoices		93,765.30

City of Minot, North Dakota
Balance Sheet
Central Dakota Metropolitan Planning Organization
October 31, 2025
With Comparative Totals for October 31, 2024
(Unaudited)

	October 31, 2025	October 31, 2024
ASSETS		
Cash and cash equivalents	$ (45,555)	$ 44,180
Accounts receivable	56,015	39,917
Prepaids	529	500
Total assets	$ 10,989	$ 84,597
LIABILITIES		
Accounts payable	$ 1,871	$ 424
Accrued salaries and benefits payable	6,437	5,331
Total liabilities	8,308	5,755
FUND BALANCE		
Nonspendable	$ 529	500
Committed for CDMPO activities	2,152	78,342
Total fund balance	2,681	78,842
Total liabilities and fund balance	$ 10,989	$ 84,597

City of Minot, North Dakota
Schedule of Revenues, Expenditures and Changes in Fund Balance, Budget to Actual
Special Revenue Fund
October 31, 2025
With Comparative Totals for October 31, 2024
(Unaudited)

	Central Dakota Metropolitan Planning Organization				
REVENUES	**Original Budgeted Amounts**	**Final Budgeted Amounts**	**October 31, 2025 Actual Amounts**	**Variance with Final Budget**	**October 31, 2024 Actual Amounts**
Federal revenues	$ 416,023	$ 416,023	$ 267,652	$ (148,372)	$ 64,476
Local operating revenues	$ 32,242	$ 32,242	38,690	6,449	34,370
Interest income	$ -	$ -	1,279	1,279	1,298
Total revenues	448,265	448,265	307,621	(140,644)	100,144
EXPENDITURES					
Current					
Salaries	118,048	118,048	106,761	11,287	46,318
Employee benefits	31,240	31,240	27,040	4,200	11,795
Professional services	353,516	353,516	290,855	62,661	36,787
Property services	3,283	3,283	3,666	(382)	-
Purchased services	11,025	11,025	4,548	6,477	2,903
Supplies	2,917	2,917	2,393	524	-
Total expenditures	520,029	520,029	435,263	84,767	97,803
Excess (deficiency) of revenues over (under) expenditures	(71,764)	(71,764)	(127,641)	(55,877)	2,341
OTHER FINANCING SOURCES (USES)					
Transfers in	86,117	86,117	86,117	(0)	76,501
Total other financing sources (uses)	86,117	86,117	86,117	(0)	76,501
Net change in fund balance	$ 14,353	$ 14,353	(41,524)	$ (55,877)	78,842
Fund balance, January 1			44,205		-
Fund balance, October 31			$ 2,681		$ 78,842

2026 Meeting Dates
Technical Advisory Committee (TAC)
&
Policy Board

In general, the Central Dakota MPO Technical Advisory Committee (TAC) meets the second Tuesday of each month in Conference Room #3 at the City of Minot Public Works building located at 1025 31st St SE, Minot, ND.

The Policy Board generally meets the fourth Thursday of each month in the Minot City Hall Executive Conference Room (third floor) located at 10 3rd Ave. SW, Minot, ND.

Adjustments to meeting dates and locations are made to accommodate known scheduling conflicts and/or holidays.

The following table provides proposed meeting dates for 2026 and incorporates known holiday and other conflicts. The following meetings dates are subject to change as more information becomes known about potential scheduling conflicts.

Technical Advisory Committee (TAC)	Policy Board (PB)
January 13, 2026	January 22, 2026
February 10, 2026	February 26, 2026
March 10, 2026	March 26, 2026
April 14, 2026	April 23, 2026
May 12, 2026	May 28, 2026
June 9, 2026	June 25, 2026
July 14, 2026	July 23, 2026
August 11, 2026	August 27, 2026
September 8, 2026	September 24, 2026
October 13, 2026	October 22, 2026
November 10, 2026	November 19, 2026*
December 8, 2026	December 17, 2026*

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

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 and #3XX (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 January 2026 and terminating on the 31st day of December 2026, 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 $X,XXX.XX per annum, payable in two equal installments of $X,XXX on or before January 31st and July 31st of each lease year.

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. <u>CDMPO'S OBLIGATIONS.</u>

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. <u>TERMINATION OF AGREEMENT</u>

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

17. INSURANCE

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

a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), 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 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. <u>EFFECTIVENESS OF AGREEMENT</u>

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

LANDLORD	CDMPO
BY:	**BY:**
Name: Tom Joyce	***Name: John Van Dyke***
Title: City Manager	***Title: Executive Director***
Date:	**Date:**