



Grand Forks - East Grand Forks

METROPOLITAN PLANNING ORGANIZATION

TECHNICAL ADVISORY COMMITTEE MEETING

WEDNESDAY, APRIL 12, 2023 – 1:30 P.M.

EAST GRAND FORKS CITY HALL TRAINING ROOM

PLEASE NOTE: Due to ongoing public health concerns related to COVID-19 the Grand Forks/East Grand Forks Metropolitan Planning Organization (GF/EGF MPO) is encouraging citizens to provide their comments for public hearing items via e-mail at. To ensure your comments are received prior to the meeting, please submit them by 5:00 p.m. one (1) business day prior to the meeting and reference the agenda item(s) your comments address. If you would like to appear via video or audio link for comments or questions, please also provide your e-mail address and contact information to the above e-mail. The comments will be sent to the Technical Advisory Committee members prior to the meeting and will be included in the minutes of the meeting.

MEMBERS

Palo/Peterson _____
Ellis _____
Bail/Emery _____
Brooks _____
Riesinger _____

Mason/Schroeder _____
Zacher/Johnson _____
Kuharenko/Danielson _____
Bergman _____

West _____
Magnuson/Ford _____
Sanders _____
Christianson _____

1. CALL TO ORDER
2. CALL OF ROLL
3. DETERMINATION OF A QUORUM
4. MATTER OF APPROVAL OF THE MARCH 8, 2023, MINUTES OF THE TECHNICAL ADVISORY COMMITTEE

ACTION ITEMS

5. MATTER OF APPROVAL OF 2023-2024 UNIFIED PLANNING WORK PROGRAM AMENDMENT #1..... HALFORD
6. MATTER OF APPROVAL OF URBAN SDK CONTRACT KOUBA

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NON-ACTION ITEMS

- 7. MATTER OF DISCUSSION ON URBANIZED AREA KOUBA
- 8. MATTER OF MNSHIP PRESENTATIONMNDOT
- 9. OTHER BUSINESS
 - a. 2022/2023 Unified Work Program Project Update..... HALFORD
 - Street/Highway Element Update
 - Bicycle/Pedestrian Element Update
 - Aerial Imagery Update
 - b. MPO Updates:
 - Bridge Update HALFORD
 - PMT#1 – Red River Crossing Presentation
 - May TAC Agenda Items HALFORD
 - SS4A Grant HALFORD
 - Smart Grant HALFORD
 - c. Agency Updates:
 - Flood Outlook Update
- 10. ADJOURNMENT

INDIVIDUALS REQUIRING SPECIAL ACCOMMODATIONS TO ALLOW ACCESS OR PARTICIPATION AT THIS MEETING ARE ASKED TO NOTIFY STEPHANIE HALFORD, TITLE VI COORDINATOR, AT (701) 746-2660 OF HIS/HER NEEDS FIVE (5) DAYS PRIOR TO THE MEETING. IN ADDITION, MATERIALS FOR THIS MEETING CAN BE PROVIDED IN ALTERNATIVE FORMATS: LARGE PRINT, BRAILLE, CASSETTE TAPE, OR ON COMPUTER DISK FOR PEOPLE WITH DISABILITIES OR WITH LIMITED ENGLISH PROFICIENCY (LEP) BY CONTACTING THE TITLE VI COORDINATOR AT (701) 746-2660

**PROCEEDINGS OF THE
TECHNICAL ADVISORY COMMITTEE
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CALL TO ORDER

Stephanie Halford, Chairman, called the March 8th, 2023, meeting of the MPO Technical Advisory Committee to order at 1:38 p.m.

CALL OF ROLL

On a Call of Roll the following member(s) were present via Zoom: David Kuharenko, Grand Forks Engineering; Wayne Zacher, NDDOT-Local Planning; Ryan Brooks, Grand Forks Planning; Nancy Ellis, East Grand Forks Planning; Jon Mason, MnDOT-District 2; Rich Sanders, Polk County Engineer; and Dale Bergman, Cities Area Transit.

Absent: Brad Bail, Troy Schroeder, Michael Johnson, Lane Magnuson, Tom Ford, Nels Christianson, Nick West, David Kuharenko, George Palo, Steve Emery, Ryan Riesinger, Christian Danielson, and Jason Peterson.

Guest(s) present: Kristen Sperry, FHWA-ND; John Cock, Bolton & Menk; Micah Dickman, Urban SDK; Anna Pierce, MnDOT; and Erika Shepard, MnDOT.

Staff: Stephanie Halford, GF/EGF MPO Executive Director; Teri Kouba, GF/EGF MPO Senior Planner; and Peggy McNelis, GF/EGF MPO Office Manager.

DETERMINATION OF A QUORUM

Halford declared a quorum was present.

INTRODUCTIONS

Halford stated that we do have some new faces here today so she would ask that everyone please state their name and the agency they represent.

**MATTER OF APPROVAL OF THE FEBRUARY 8, 2023, MINUTES OF THE
TECHNICAL ADVISORY COMMITTEE**

MOVED BY KUHARENKO, SECONDED BY BROOKS, TO APPROVE THE FEBRUARY 8TH, 2023, MINUTES OF THE TECHNICAL ADVISORY COMMITTEE, AS PRESENTED.

MOTION CARRIED UNANIMOUSLY.

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MATTER OF BICYCLE/PEDESTRIAN PLAN CONTRACT AMENDMENT

Halford reported that this is really an amendment to extend the contract, there are a few public input meetings that we want to hold to make sure we are really doing our homework and making sure what we have in the plan is what the community and our partners want, so we are holding a few more public meetings focusing on certain corridors on both sides of the river. She added that these meetings will be held virtually, and postcards with the meeting information will be mailed out to those neighborhoods to let people know that they can attend the virtual meetings and give any input they may have, or they can also give input on the website as well.

Halford commented that that is why we need to extend the contract timeline, to hold the meetings and get input, and then we will need to make necessary adjustments to the document and then we will start going through the approval process.

Kuharenko asked what timeline we are looking at for those postcards to go out. Halford responded that we just got the proof approved today so they will be out more than ten days prior to the meetings. Kuharenko asked if he could get a copy of the postcard. Halford responded that we can send him one.

Zacher asked if an amendment was needed to the Work Program to include this change. Halford responded that it would need to be amended to include it. She added that we have a few other updates that need to be made to the document as well so we will wrap them all together and bring one amendment to you next month.

MOVED BY KUHARENKO, SECONDED BY ELLIS, TO APPROVE FORWARDING A RECOMMENDATION TO THE MPO EXECUTIVE POLICY BOARD THAT THEY APPROVE THE BICYCLE/PEDESTRIAN PLAN CONTRACT AMENDMENT, AS PRESENTED.

Voting Aye: Brooks, Zacher, Ellis, Bergman, Mason, Kuharenko, and Sanders.

Voting Nay: None.

Abstaining: None.

Absent: Schroeder, Palo, Danielson, Emery, Bail, Peterson, Riesinger, Ford, Johnson, Christianson, West, and Magnuson.

MATTER OF NDDOT SOLICITATION FOR URBAN ROADS AND URBAN REGIONAL SYSTEM PROJECTS FOR FY2027

Halford reported that there is a short timeline on this solicitation, just like what we saw last month on another of these programs, and thankfully Grand Forks has their ducks in a row and they have applications ready for this and have gone through their approval process as well.

Halford asked if Mr. Kuharenko wanted to go over anything or highlight anything in the applications.

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Kuharenko said that he can highlight some of the items, and he thinks we might want some feedback from Mr. Zacher on the first one.

Kuharenko stated that they have a couple of projects on the regional side that have come up; they currently have the 42nd Street and DeMers Avenue Railroad Bridge Separation project, and they submitted this past fall, with BNSF and the DOT, for three different programs, which included the CRISI, the Railroad Crossing Elimination Program, as well as the Reconnecting Communities Program. He said that they were notified that they did not receive funding from the Reconnecting Communities Program, however they still haven't gotten an update on the other two programs.

Kuharenko stated that one of the questions that came up was, how should this be shown in the STIP and TIP and some of the feedback he got from Stacey Hanson was that we may not want to include this just yet because there may be changes from when we get notification of the award and when we actually get the funding; so with that being said what they have presented in here is what was approved by their City Council, which is part of the reason why we are seeing this, so regarding that he is wondering if Mr. Zacher has any thoughts as to how this should be shown, or what they should do at the MPO Technical Advisory Committee level and the MPO Executive Policy Board level, should they just let this go through as is, or should they be making changes to it at a Technical Advisory Committee level moving forward. Zacher responded that at this point he would tend to follow the direction Stacey gave, and maybe hold off on some of the projects. He added that he knows this has gone through the City Council, but as far as showing it in the TIP and such, to him it makes sense to hold off as they have to make a TIP amendment anyway, so whether we do it now or wait until we have more direction in a month or two, it isn't in this TIP, he sees the 50% plan is shown in 2023, but again he thinks it is workable. Kuharenko stated that the conversation he with Stacey was more geared towards that number two, and that was for the actual construction, the engineering portion would be something they would still be moving forward with. Zacher said that to him, and they would potentially have an answer by summer when they are working on the Draft STIP, so he thinks they will have direction at that point.

Kuharenko said that the other one that came up was the I-29 and 47th Avenue Interchange; he believes as part of the scope he put together for this one, he wants to say it was \$57 million he had for it; but they recently got updated numbers from the consultant and they are closer to \$75 to \$85 million, compared to the \$57 million he currently has in there. Zacher commented that it doesn't surprise him that the cost estimate increased that much. Kuharenko said that he agrees that it isn't surprising, it is the bidding environment that we are in, but the \$57 million he had in there originally was based off of an MPO study from a number of years ago, the I-29 Corridor Study, that he pulled those numbers from, so the \$70 to \$85 million that the consultant has been putting together for the environmental report, so he doesn't know if that is another number that we should be changing in this request, or how to move forward. Sanders suggested just moving Merrifield's interchange up and moving that one back. Kuharenko responded that the Merrifield Interchange doesn't solve the issues at 32nd Avenue. Zacher asked how far along the environmental document is. Kuharenko responded that he believes the environmental document is supposed to be completed this summer. Zacher said that it may be something to adjust, kind of in the background, whether it is on here or not, but there is a 99.95% chance that it going to

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change even more like we did to the design and that side of things so he is assuming there is a contingency percentage on there and a few other things that kind of boosts the price up, but again, we shouldn't change it and we should just look at kind of keeping everything moving, he doesn't think it hurts; people might get sticker shock, but it is what we are living in, and to have the latest numbers is probably better than to not have them, to move forward with it as it is and then all of a sudden we get a sticker price that is twice of what we programmed, that isn't good either.

Kuharenko said then that the thought is that this is the best way to move forward with this one. He asked if he needs to put together a revised scoping report, does he need to reroute it through their City Council to get it updated, or is it better to leave it as it is and modify it with a TIP amendment later on. Zacher responded that you can look at it this way, when would the next City Council meeting be, because the Urban Regional are due at the end of March, and the Urban Roads are due on the 17th of March. Kuharenko commented that he thought it was the Urban Grant that was due on March 17th. Zacher responded that that is correct. He added that he also talked to Stacey Hanson and, basically, they have to go with the prices the way it is because it sounds like she will be locked out of the STIP, so leave it the way it is for now and adjust it later. Kuharenko said that there isn't enough time to get it through the Committee of the Whole and City Council for revision, that is the catch, and still be able to get that updated information. Zacher agreed, adding that he thinks that you just keep the updated cost in your back pocket, and we keep the rest of the project as it is and as time goes on, the draft STIP will cover what is in the TIP, and there will still be opportunity to change those costs.

Kuharenko stated, then, that we have time between the draft and the final, so whether it is the Railroad Grade Separation or the Interchange, we have time to change things in the future depending on what we get word on the application they submitted previously, and as the Environmental document and the IJR come through, and estimates are further refined.

Zacher asked if Ms. Halford saw Stacey Hanson's e-mail, the quick response about the utilities. Halford responded that she did and asked if Mr. Kuharenko saw it. She explained that Stacey commented on the application that was submitted saying that the underground utilities need to be included. Kuharenko responded that he did and he has Christian Danielson working on getting that put together and he hopes to get that done shortly. He asked if that is something that is going to be expected on all of these moving forward. Zacher responded that Stacey asked about them so he would assume it is something on her checklist. Halford agreed, adding that she would say that, yes, it will be expected to be included in the future. She said that she would suggest giving the application another sweep to make sure there isn't anything else missing. Kuharenko responded that that is something they should be able to get done pretty quickly, and if push comes to shove they can always just take a snip out of their GIS. He said that his question is more geared towards these other projects they have, and if they are going to be expected to show utilities on all of them because that would mean a number of sheets and showing where everything is, and it would become a GIS level. Halford suggested that he send Stacey an email and ask her that question.

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Halford commented that this was a solicitation like last month; we did receive applications from the City of Grand Forks, if we don't receive any additional applications, which we shouldn't, we will move forward with what has been submitted so far to get them in on time.

Kuharenko asked to go to the last project, the urban one, and commented that it is the other half of the preliminary engineering for the 42nd Street and DeMers Avenue Railroad Grade Separation project. He pointed out that there are a total of seven projects between the urban and regional road programs included in the application.

MOVED BY KUHARENKO, SECONDED BY BROOKS, TO APPROVE FORWARDING A RECOMMENDATION TO THE MPO EXECUTIVE POLICY BOARD THAT THEY APPROVE THE APPLICATIONS FROM THE CITY OF GRAND FORKS, NORTH DAKOTA AND GIVE THEM PRIORITY RANKING, SUBJECT TO NO ADDITIONAL APPLICATIONS BEING SUBMITTED.

Voting Aye: Brooks, Zacher, Kuharenko, Ellis, Mason, Bergman, and Sanders.

Voting Nay: None.

Abstaining: None.

Absent: Bail, Emery, Palo, Schroeder, Danielson, Peterson, Riesinger, Ford, Johnson, Christianson, West, and Magnuson.

**MATTER OF CARBON REDUCTION PROGRAM FUNDING APPLICATIONS FOR
FY2023 AND FY2024**

Halford reported that this program is currently only available on the Minnesota side, and we did receive applications from East Grand Forks for FY2023 and FY2024 funds.

Ellis stated that the FY2023 application is for pre-emption emitters for the Fire Department vehicles, also called traffic signal prioritization, so it allows for our fire and safety vehicles to go through traffic signals without having to wait or idle.

Bergman asked if this was also going to be able to have the side for the bus. Ellis responded that this was a request from the Fire Department. Bergman asked if it incorporates, instead of high priority, we've got regular low priority for transit, is that incorporated in there with this. Brooks responded that this is just the equipment that is going to go on the firetrucks, not on the traffic signal.

Ellis commented that the second project they are requesting is a trail and sidewalk project. She explained that they are missing some sidewalk over by the library in the downtown area that would connect a transit shelter and a sidewalk to the north of it to our major parking lot and then the trail would head north and connect with the existing campground trail.

Ellis said that one thing, just so Anna is aware, is that they were unable to complete the Carbon Reduction Emission Calculator/Tool Kit because she has no idea what she is doing, and she was out of town so she does have their engineering department helping her out with that and they

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hope to have it done by the end of the week. She said that she also wanted to verify that the MPO didn't have any specific carbon reduction policies or guidelines that they adopted that she wasn't aware of, so she wanted to verify that with Stephanie and they don't at this time, but it does fall into our Long Range Transportation Plan or what we call our Metropolitan Transportation Plan now so they do have those goals. Halford added that those were included in the application. Ellis said that they will have a full and complete application by the end of the week and they will forward it on to Ms. Pierce for her review. Pierce responded that it is administered by the MPOs, so the MPOs get the first say on things, so it is up to Ms. Halford and the Technical Advisory Committee if they want to see more. She said there is another thing she is wondering about, so the 2023 project, what was the CRP Funds for that, was it like \$4,980 or something like that. Ellis responded it was. Pierce said, then that the total funding being requested is about \$49,000 total, and that is something she needs to confirm with Brian Gage because there is right now almost \$20,000 in 2023 and \$20,000 in 2024, so we need to make sure there is actual budget authority that we can move those funds around; so if they are smaller budget numbers they are potentially available, but technically the target for FY2023 is \$20,000, and for FY2024 it is \$20,000, so she will find out if they can make that work or not.

Mason asked if they had all eleven locations identified. Ellis responded that they do have all eleven vehicles identified. She explained that these will be placed on the vehicles, not on the signals. She added that the city doesn't own the signals, MnDOT owns the signals. Mason said that he thought they were going on the signals as part of their 2024 Signal Replacement project. Ellis stated that as part of your replacement for those traffic signals, and the updates, they need to update their fire department vehicles otherwise they would have to purchase them on their own, which is fine, they don't have a problem with that, but they also have issues with fire trucks on the southend and firetrucks on the northend and during flood time, in particular these become very valuable because they can't avoid driving through traffic signals during flood events so the traffic signal prioritization the emitters become very valuable to them so that they aren't idling and trying to go around and they can take the quickest, safest most efficient route without the constant idling of the trucks, sitting and waiting.

Pierce asked if these would work on their ambulances and other emergency vehicles as well. Ellis responded that they have fire and rescue vehicles, through their fire department they have two, but otherwise the ambulance is run through Altru on the North Dakota side.

MOVED BY SANDERS, SECONDED BY BERGMAN, TO APPROVE FORWARDING A RECOMMENDATION TO THE MPO EXECUTIVE POLICY BOARD THAT THEY APPROVE THE CARBON REDUCTION APPLICATIONS FOR FY2023 AND FY2024, AS PRESENTED.

Voting Aye: Brooks, Zacher, Kuharenko, Ellis, Mason, Bergman, and Sanders.

Voting Nay: None.

Abstaining: None.

Absent: Bail, Emery, Palo, Schroeder, Danielson, Peterson, Riesinger, Ford, Johnson, Christianson, West, and Magnuson.

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Pierce commented that they will have some follow-up once the MPO Executive Policy Board approves this. She said that they will have to coordinate and then there will be an award letter and they will need to reach out to State Aid to make sure everything is fine, so that is who you will be working with on this.

MATTER OF UPDATE ON AERIAL IMAGERY

Kouba reported that the RFP for this went out in January and we received four proposals from Furgo, Aryes, 95° West, and Sky Skopes. She stated that the Selection Committee met on March 1st to interview all four, with their top choice being Furgo.

Kouba said that this project is included in our 2023 Work Program, with a budget of \$55,000, and Furgo did come in under budget and they are going to do the entire MPO area using 3-inch resolution. She added that they expect to have the imagery and the processing done by the end of August.

Kouba commented that, as we don't normally require approval from the Technical Advisory Committee on contracts, this is an informational item only.

MATTER OF SDK PRESENTATION

Kouba introduced Micah Dickman from Urban SDK and explained that Mr. Dickman has been working with FM-COG and we have been in talks with him for a while to discuss what they have to offer. She said that she knows that at the beginning of last year we were looking at having to possibly get something like StreetLight Data in order to some verification of our model data, and there is some information that they provide that could be doing that as well as offering some other information for our consultants. She stated that one of the biggest benefits for the MPO itself is the fact that they are able to set us up to have dashboards for our performance measures for our area. She said that she will now turn the screen over to Micah Dickman for a brief presentation.

Dickman referred to a slide presentation (a copy of which is included in the file and available upon request), and went over it briefly.

Dickman stated that what he wants to do today is to kind of frame the conversation and tell you a little bit about Urban SDK and the type of work they do, where they started out, and then go over a little bit about the solution that Stephane, Teri and himself have kind of nailed down over the last six to eight months, which they think could possibly be a good fit for the MPO.

Dickman explained that Urban SDK was founded in 2017, during the Smart Cities Challenge Grant period, so when that first iteration came out the founding members of Urban SDK, they all come from either public service, the government, he was a contracting officer for DHS for five years, and a lot of the guys worked in local politics, but one thing they all shared was that Jacksonville has a hard time making decisions at a policy and lawmaking level. He said that they are the largest land-mass city in the Continental United States, and that can bring a very

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interesting dynamic to a lot of different policy making decisions, so they looked at this as an opportunity to get the city to apply for this grant, and start making more data driven decisions in the hope that they could start putting some task orders out and start working with the city and building out the company. He stated that the grant was unsuccessful, the City of Columbus won it, so they went to their local planning office, the North Florida TPO, there are over a four county region here in Northeast Florida, and they are over about a million in populace, and they basically sat down with them and asked them what they did as a TPO, and they told us about their Long Range Plan, their Congestion Management Process, they have their TIP, they have to work with the City and County on different developments, they have data visualization, data aggregation performance measures at a local, state and federal level, and then they brought up to them the problem of, you know fifteen years ago you were having to look around the corner to find data, now days there is so much data out there, its hard to make usable insight from it, to be able to make a decision off of it and then be able to share that decision with the community that you are serving in an intuitive way, so they looked at that as an opportunity.

Dickman stated that what they did then was to essentially; they were the first project they ever took on, they trusted us and what we did and we started integrating into all of their state data basis, their local data basis, data they were collecting at a local level, data they were using to work with the county, the sheriff department, the city, and they brought it all into one place and then they automated the reporting for them so they can now go to meetings and be able to intuitively explain to their policy board members, their council members, etc., and be able to say, hey here is where we are having issues in our community, here is where we are doing good things, here is where we could possibly improve at, or here are things that we just haven't addressed in the past that we should start considering addressing.

Dickman said that from that point, the Florida Department of Transportation, District 2, looked at what they were doing with FTPO and said that it was interesting, and that if we would let them guide the ship a little bit what they could do was to invest a large sum of money into the company, but with that they wanted to guide the ship and they wanted to create a tool that works for all transportation organizations within the State of Florida from the city level, the county level, the MPO level, and the DOT level, and so they are now getting ready to go state-wide in the State of Florida in the second quarter of the year, and they are currently partnered with five of the seven DOT districts in the State of Florida; twenty-five of the twenty-seven MPOs; and then they have another over three dozen transportation related clients outside of the State of Florida in twenty-one states, including Fargo-Moorhead Council of Governments (FM-COG). He said that they actually just got done with some big deliverables for them and it has been really good working with them and so far they have automated all of their performance measures and are working on getting them up on their website for their community to be able to see, and they have also done safety studies for their school boundaries, and are working with them on a variety of different projects

Dickman stated that some of their early clients were Planning Hillborough, who was a big driver in what they are doing, they are a very unique community in the Tampa area and Johnny Wong has really been a forward thinking asset that they have been able to use to help drive the product.

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He said that everything they have built has been out of an initiative of a DOT, MPO, or one of their consulting clients they work with.

Dickman reported that TY-LIN International is a consultant that they worked with early on, and actually Brandon Orr is their Director of Planning now, so they acquired their office, so they have not just designed a software and a product that serves the MPO, the city and the county, they have staffed themselves to mimic that, so they have hired on teams of GIS Analysts, planners, consultants, civil engineers, data scientists that they hired out of Academia and the CUTR School of South Florida that write all of their validation papers and white papers.

Dickman commented that what they learned early on is that you cannot just provide smaller government agencies to mid-level government agencies big software and big data and say now go on and figure this thing out, so what they did was they staffed themselves up to basically mimic what you would see within an MPO or a DOT to be able to support them, so not just with the data, the performance reporting, the mapping and those sorts of things that they are providing within the software, but they are also providing Stephanie and Teri basically an extension of their staff, including the license to take that mundane tasking off their hands, so from doing GIS work for them to help them out, to get them ready for different board meetings they have coming up, there are different performance reports they can build out, and then creating a regional data platform for all of you, so this isn't just for the MPO, they are providing a plethora of data that can be very meaningful to the city, county, etc., for a variety of different studies, and you will all have access to it. He said that that was an issue they noticed early on in Jacksonville, that everybody had their own data, nobody had standardized data, nobody was looking at it the same way from the TPO to the city to the county to the Sheriff Office, so what they did was to create a platform to where they have consolidated all of this data into one place, you can import your historical data, and they have the visualization tools to be able to run an analysis on that data, visualize that data, share it with your community, share it with your stakeholders, and then be able to get consultant access to be able to save money on the back end as you go through different modeling exercises or a lot of the different tasks that we've talked about today, so that you aren't being charged 15% to 30% on top of each project for data utilization costs from a consultant, you actually own the data, you house it, you manage it, it is easy to run analyses on, and then you can start, really the goal is to serve your community, he was a public servant at one point, you are, and there is a reason people live in Grand Forks, there is a reason why people live in Jacksonville Florida, there is a reason why people live in Atlanta Georgia, there is a quality of life there that they enjoy, and as a public servant it is our job to increase that quality of life and the only way we can do that is to make better decisions, and good data driven decisions off the data that we have accessible to us. He said that it will share the work they doing with the community, at least it will let them see the work that you are doing even if they disagree with it s they know what you are doing and what the why is behind it.

Dickman stated that what would be included for the Grand Forks-East Grand Forks MPO and for the region is what is called their Insights license, and what that does is it comes with seven user seats, typically it is five but he added a couple extra seats because Stephanie said that there would potentially be a couple more users between the city and/or county folks that might want to have access. He said that it also comes with all of your speed data for the entire region, so they

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update that every four days, so you can go in and see speed data on all of your roadways within the county or the city and be able to understand what is the travel time index, where you are seeing congestion at, what is the average speed on that roadway, so that if you want to identify issues within the community you have a way to do that very quickly, and if you have somebody calling in at a county or public works level saying there is someone speeding down their roadway, you can refer to the data and see if it was one person speeding down that roadway or do we have a problem that we need to take a look at, and then beyond that being able to layer over your serious injury and non-motorized crash data to be able to understand different hotspots within your community very quickly.

Dickman said that trips data, which is origin destination data, being able to track popular trip movements within your community, what are popular commuter patterns, what are good candidates for bike and pedestrian areas so you can see short trip durations, maybe that will identify an area that you want to look at putting in a bike path or a walking path. He stated that all of your national bridge inventory data that the MPO is required to report on is automated there so you can look at all of your bridge and infrastructure assets, what was the most recent outcome of their inspections, and then all of our fatality analysis data, so where are you seeing these fatalities at, year to year, what time of year are they happening, what is attributed to those fatalities, and being able to identify those issues. He said that they are also providing you with a year of backfill speed data for all of your road functions one through seven, so you can not just look at everything moving forward from the contract date but also be able to go look at 2022 and then, based on last years data versus this years data, this is where we stand, this is the comparison, these are the good things, these are the bad things. He stated that you will also have access to their studio and dashboard builder, and studio is their form of GIS mapping, it is just an extra tool, it isn't meant to replace your Arc or ESRI, but it give you another option when it comes to building out maps and telling the story of that data, and then their performance measure builders, so any dashboard you want to build out, that you want to track on these performance metrics at a localized level, whether for budget purposes, project tracking, whatever that may be, they will actually build those out for you as long as you give them the parameters of what you want to see, and then for the MPO obviously, they have to report on their PM-1, PM-2, PM-3 performance measures every year so they would actually be building those out for them so they can report that to the DOT and they can put it on their website, and they will do that for them, so we can enhance your website and your community outreach.

Dickman commented that another thing they are providing is a data hub. He explained that a data hub is where they ran a case study early on for MPOs and government organizations, where a lot of the open source data out there that you are required to go compile from census, socio-economic, labor bureau statistics data, the case study they ran, typically government agencies were spending anywhere between 75 and 150 hours of staff time a year just compiling data that is open source and should be very easy to access, and at that point it doesn't even mean the data is cleaned up, geo-coded, ready to be used so they have actually integrated into all of those APIs so that for the entire region you can go in and grab all of your census, socio-economic, demographic, labor bureaus statistics, population data etc. within 60-seconds.

Dickman summarized, again, what will be provided by Urban SDK.

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Dickman commented that the biggest thing is that they are going to be here to offer support throughout the entire contract, from their Data Science Team to their Planners, to their Consultants, to their GIS Team, they will have someone dedicated to your account Monday through Friday, 8:00 am to 5:00 pm, you will never get an automated response from Urban SDK, you will know the person that is going to pick up the phone for you anytime you have a problem, a deliverable that is due, an issue with the data, if you need an explanation, or you want to have some assistance with either analysis or having a report built-out, you will have someone that answers the phone for you every time, which is where they have seen a lot of benefit for smaller government agencies. He stated that a lot of the folks they work with are a one person to five person shop, and that is where the biggest benefit has been, giving them more bandwidths so they can actually go do the meaningful tasks within the community rather than having to collect data, putting together reports, and doing those types of efforts, they try to, if they want us to, take that off their plate and assist them with that and then provide them with a very intuitive and easy to use tool to be able to use this data to identify issues within their community which hopefully will result in quicker policy and law making decisions.

Ellis said that maybe Stephanie can fill us in on cost, budget, where it is coming from and those types of things. Halford responded that the budget has been a little bit tight throughout the years, but we have a little carryover from last year so this year we are doing a little bit better, we did get the Safe Streets for All, and we have a little bit here and there so it isn't quite so tight. She added that originally Urban SDK was saying that per year the cost would be \$32,500 for everything, and that is sharing with everyone, and that is a budget we are comfortable with, and they looked at StreetLight and the cost of that would be double, almost triple that amount, and she thinks we would get a lot more out of a program like this than we would with StreetLight; it comes down to more our level and what we need out of it, and she thinks there will be more things that will come out of it so that we will wonder how we didn't have that information before, and now we do so that will be nice.

Halford reported that this is a year by year contract, so if it is something that we don't like after a year or two we can cancel it, but she thinks it would be good to try this and Fargo has been happy with it so far, and they are four or six months into it, so they seem to be happy with it.

Halford stated that doing our performance measures took a lot of staff time, but even though Fargo has only had Urban SDK since December, they helped them put their performance measures together and saved them considerable staff time, so she thinks they will help streamline things and she likes that we would all be on the same page working together and sharing more of this information than we have in the past and building up on things that we are trying to communicate with not only the councils, but our other partners as well, so she thinks it will be a good thing to pursue, so she wants the Technical Advisory Committees feedback and input on this and then we will take it to the MPO Executive Policy Board for their approval.

Ellis asked if the cost will be \$32,500 each year with no start up fees, maintenance fees, program upgrade costs or those types of things where we would see add-ons or anything like that. Dickman responded that there would not, adding that they actually went up on the license costs to \$41,500 as they have grown so rapidly, but because Fargo paid the \$32,500 before the new

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year started he just honored it with Stephanie and Teri. He said that typically they have a 10% integration fee on top of it but he waived that as well, so it is just the \$32,500 for the year, there is no extra cost and the level of service is included in the pricing model. Ellis stated that often times there is a build-out fee that is more expensive, and then it is dropped down to an annual maintenance fee that continues to do the upgrades, but this is just \$32,500 every year. Dickman responded that that is correct.

Halford stated that she doesn't want to put Micah on the spot, but they have been having some side conversations about a possible lower number if budget was an issue, and if that is something that the Technical Advisory Committee and the Executive Policy Board would feel that if the budget was a concern, and she knows that that is something that Mr. Kuharenko has brought up.

Kuharenko commented that he knows he brought this up before, but he knows looking at the number, when you end up looking at our two year Unified Planning Work Program, that adds up to being \$65,000, and that is pretty much is knocking out a study in lieu of this. He stated that he thinks there is a lot of value in what we see here, especially origin destination data, the staff time that is going to be saved on reporting, he sees a lot of benefit in that but he also has some concerns that it is a trade-off, and he supposes part of that continued question is if you are looking at implementing this in the near future, he knows we just approved the 2023-2024 Unified Planning Work Program this past fall, what kind of impacts would we end up seeing to that plan, what would we potentially lose either this year and/or next year, in order to cover it. He said that he knows Stephanie mentioned that there is some cash carry-over, some funds to play with, but are we looking at losing anything that we currently have programmed. Halford responded that as of now we aren't looking at losing anything, but with Minot coming in and Safe Streets for All grant being awarded, there are a couple of moving parts so there might be some projects that might get switched around and that is one of the conversations they will be having when we meet next week, specifically about the Grand Valley and Micro-Transit projects, so there might be some shuffling around that needs to be done but everything is kind of still moving and she doesn't have concrete answers on things like that but we do have the money that we could spend on something like this. She said that she did share with Micah our concerns and your concerns on this, and your concerns are definitely valid, and he did mention that they would be open to negotiating the cost down a bit if necessary.

Dickman commented that they are in kind of tight spot right now, just to be transparent with you, while it is a great thing they have grown almost too rapidly over the last couple of years, they have grown 250%, so they had to decide over the last six months what they were going to do, whether that was to kind of stay the route they were going and just grow organically and try to make sure they can facilitate to all of their clients at a high level, but then they decided that that wasn't the route they wanted to go so they had a lot of investors that wanted to invest in Urban so they decided to go with an investment firm so they are getting ready to take on a fairly large investment route, they are essentially going to be doubling the size of the company over the next three to six months, but as they go through this diligence period with their investors, they want them getting anybody out there that they potentially have contracts with, getting those closed out and he talked to their CEO and he said that if you feel comfortable taking it at a discounted rate, feel free to use that as a point, they can do that at this point, especially with where they are at, so

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they are in a really good but hectic place right now, it is exciting that they are getting ready to grow and the product is going to grow tremendously, staff is going to grow tremendously, and it is a great problem to have at Urban, but that is where they are at with the pricing and the ability to negotiate right now to get stuff closed out.

Halford asked if Nancy had any questions or concerns. Ellis responded that she might visit with David and Stephanie and go from there. Halford stated that Teri, David, Ryan Brooks, Micah, and herself did meet last week on this and Micah really dived down deep and coming out of the meeting she did speak with David and Ryan and they both did have some concerns about the cost versus what you got out of it, and they are valid concerns because we have had tight budgets in the past, and that has been a concern but looking at this year and next year she feels we do have a little bit of wiggle room so of all years to try something this would be the year to do and then we will go from there, so those are her thoughts, and she will share all your thoughts that you shared today and through side conversations to the Executive Policy Board and see what they have to say.

Zacher commented that another thing to look at is, he thinks this product helps with multiple studies as well, which might mean that the consultant that is doing the study doesn't have to go out and purchase it, meaning those study costs could also go down, so that is also something to keep in mind. Dickman stated that just to touch on that, to be transparent with you, the way it works is that they have several consulting clients that they work with that are essentially general partners if you will, so they go out and they work with agencies like yours, or DOTs or whoever is the client and the put together a scope of work and they either bid it out and win the bid and then they build in a data cost and then they come to us and they say hey I need origin destination data from this date to this date, and we say that is going to be \$18,000, then they go to your agency and they mark that up 20% and they sell it to you at \$25,000, and beyond the data cost you aren't getting any benefit out of the data beyond that project, so they write up the report, they do the study, and then you are left with the report, which is great, and you've met the task and you've gotten done what you need to get done, which is fantastic, but at the same time you overpaid for the data and you no longer get to use it for any other studies moving forward, and that was where they also saw a large gap, why keep paying for data when you don't need to and then be able to proactively use it for different things you see as either good things or bad things within the community, but be able to identify issues maybe you never knew because you just didn't have access to this data, or a way to report on this data, but that is really the goal to consolidate, save money, save effort, save time, and then report to you.

Kuharenko said that one thing he is thinking about, because you are planning on presenting this to the Executive Policy Board next week, one of the things you may want to have ready for that presentation is the discussion of where the budget is, the Unified Planning Work Program, and showing that the funding is available, or how you would address that because that will likely be, we've talked about the budget here at the Technical Advisory Committee, the Executive Policy Board will probably ask similar questions and if you have that information available and handy that would probably help your case. Halford responded that she agrees, and added that if he is available, she would recommend he come to the Executive Policy Board because she is sure they would like to hear his input.

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Ellis asked if action was needed on this item. Halford responded that no action is needed today, it is just information.

Halford stated that we will continue moving this item forward. She added that Micah did say that he might come up and present in person.

OTHER BUSINESS

A. 2022/2023 Annual Work Program Project Update

- 1) Bicycle/Pedestrian Element Update: Halford stated that we are doing some stakeholder meetings at the end of March, and then we will start going through making adjustments to the document and begin the approval process.
- 2) Street/Highway Element Update: Halford said that there has been some additional discussion, as we mentioned, last month on the East Grand Forks' Industrial Park, but there hasn't been a lot of movement since then, we are kind of waiting for some information from ATAC and some modeling, so that is kind of on hold.
- 3) Aerial Imagery: Halford stated that we already discussed this earlier.
- 4) Safe Street For All (SS4A): Halford stated that we did receive the grant that we applied for for Safe Street For All, and are just waiting to hear when we can get started on it.

B. MPO Updates

- 1) Bridge Update - Halford reported that she doesn't have any new updates on the Bridge issue at this time.

B. Agency Updates

- 1) Kuharenko stated that he has a Draft Career and Technology Center Preventive Traffic Management Plan that they have been working on with Bolton and Menk, so there is a draft out for review.

Kuharenko said that Christian Danielson is working on an RFP for the City's ADA Transition Plan, so they are hoping to get that out this spring.

Kuharenko said that he doesn't want to steal Nancy's thunder regarding Grand Forks County Commission's meeting on Tuesday. Halford said that Nancy had to leave. Kuharenko said that it sounds like the Grand Forks County Commission ended up approving the scoping study for the inner-city bridge, so that should be moving forward. He added that he isn't sure if everyone is

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aware but the East Grand Forks City Administrator has resigned from his position, and he forgot how soon that is, so there will be some transition there since East Grand Forks has been heading up that study.

Kuharenko commented that there are a number of other odds and ends; their signal project came in under budget so they are happy about that.

Halford stated that for the City Administrator she believes he will be done mid-April, as he had to give a 60-day notice or something like that.

Kuharenko said that they are getting ready for construction, there are a lot of projects that will be going out to bid over the next couple of weeks.

- 2) Mason reported that the MnDOT Programming Update Workgroup is starting to meet again, there was a meeting in February. He said that there wasn't a whole lot of, well any new information shared, it was just sort of getting that group back together. He reminded everyone that in 2022 the primary task was to sort out the IJA Bill and the funding that goes to the local agencies, and now that that is completed this step of the process they will be looking at how the federal funds are distributed to the MnDOT Districts, so sort of the trunk highway piece of the funding distribution process, so similar to the 2022 process he can share materials with the Technical Advisory Committee and Stephanie and Teri and provide updates at the meetings, is that something you would like to see. Halford responded that that sounds great.
- 3) Kuharenko stated that he thought of one more thing, their City Council did approve their Phoenix Elementary School Safety Study on Monday so that will be moving forward as well.

Halford asked, now that that has been approved and is happening, it might be a good idea to inform the consultants working on the Street and Highway Plan about it as she is sure that they would like to know any updates on that. Kuharenko asked what kind of updates she is looking for because the City Council literally just approved it on Monday. Halford responded that she is just thinking just for the future. Kuharenko said that he will do that.

ADJOURNMENT

MOVED BY KUHARENKO, SECONDED BY BERGMAN, TO ADJOURN THE MARCH 8TH, 2023 MEETING OF THE TECHNICAL ADVISORY COMMITTEE AT 3:01 P.M.

MOTION CARRIED UNANIMOUSLY.

Respectfully submitted by,
Peggy McNelis, Office Manager



MPO Staff Report

Technical Advisory Committee:
April 12, 2023

MPO Executive Board:
April 19, 2023

RECOMMENDED ACTION: Approval of the amendments to the 2023-2024 Unified Planning Work Program.

TAC RECOMMENDED ACTION:

Matter of the amendments to the 2023-2024 Unified Planning Work Program (UPWP).

Background:

The 2023-2024 Unified Planning Work Program (UPWP) was adopted in December 2023, and identifies the work activities the MPO will accomplish during the two-year period, as well as the funding sources that will be available to complete these activities.

From time to time, amendments are necessary; and that is the case with our 2023-2024 UPWP. The following amendments are needed currently:

- 1) The MPO area was awarded a Safe Street For All (SS4A) Grant to fund the development of a Safety Action Plan.
- 2) The Bicycle/Pedestrian Element of the Long Range Transportation Plan timeline needed to be extended due to the need for proper vetting of proposed concepts.
- 3) The MPO Executive Policy Board, MPO staff, and our partners felt that the need to streamline access to data and information would be beneficial not only to MPO Staff, but to our partners as well and have determined that Urban SDK would be a good fit to provide this information.

With your approval the listed amendments above will be added and/or adjusted in our current 2023-2024 UPWP.

Support Materials:

- Current UPWP [2023-2024UPWPFINALWITHCONTRACT.pdf \(civiclive.com\)](#)
- 2023 proposed budget
- Bicycle/Pedestrian Plan amendment

**GRAND FORKS-EAST GRAND FORKS
2023 ANNUAL WORK PROGRAM**

TABLE 14

| ACTIVITY | | | FUNDING SOURCE | | | STAFF/CONSULTANT COSTS | | | | | | | |
|--|-------------------------------------|-----------------------------|----------------|------------|--------------|------------------------|------------------------|--------------------|----------------------|----------------------|----------------------|--|-----------------|
| | | | | | | Exec. Dir. FTE=1.0 | Sr. Planner FTE=1.0 | Planner FTE=1.0 | Off. Mgr. FTE=1.0 | Total Staff Hours | Total Staff Costs | Consultant Costs/ Registration/Fees | Total Costs |
| Fed/State | Local | TOTAL | | | | | | | | | | | |
| 100.0 PROGRAM ADMINISTRATION | | | | | | \$90.68 | \$52.77 | \$42.00 | \$51.02 | | | | |
| 100.1 | General Administration | | \$ 43,407 | \$ 10,852 | \$ 54,259 | \$ 13,602.00 | \$ 7,915.50 | \$ 3,150.00 | \$ 29,591.60 | 955 | \$ 54,259.10 | \$ - | \$ 54,259.10 |
| 100.2 | UPWP Development | | \$ 17,966 | \$ 4,492 | \$ 22,458 | \$ 13,602.00 | \$ 527.70 | \$ 420.00 | \$ 7,908.10 | 325 | \$ 22,457.80 | \$ - | \$ 22,457.80 |
| 100.3 | Financial Management | | \$ 23,581 | \$ 5,895 | \$ 29,476 | \$ 9,068.00 | \$ - | | \$ 20,408.00 | 500 | \$ 29,476.00 | \$ - | \$ 29,476.00 |
| 100.4 | Facilities And Overhead | | \$ 24,000 | \$ 6,000 | \$ 30,000 | \$ - | \$ - | \$ - | \$ - | 0 | \$ - | \$ - | \$ 30,000.00 |
| 200.0 PROGRAM SUPPORT AND COORD. | | | | | | | | | | | | | |
| 200.1 | Interagency Coordination | | \$ 42,183 | \$ 10,546 | \$ 52,729 | \$ 13,602.00 | \$ 7,915.50 | \$ 3,150.00 | \$ 28,061.00 | 925 | \$ 52,728.50 | \$ - | \$ 52,728.50 |
| 200.2 | Public Info & Citizen Participation | | \$ 10,233 | \$ 2,558 | \$ 12,791 | \$ 4,534.00 | \$ 1,055.40 | \$ 2,100.00 | \$ 5,102.00 | 220 | \$ 12,791.40 | \$ - | \$ 12,791.40 |
| 200.3 | Education/Training & Travel | | \$ 19,710 | \$ 4,928 | \$ 24,638 | \$ 13,602.00 | \$ 7,915.50 | \$ 2,100.00 | \$ 1,020.40 | 370 | \$ 24,637.90 | | \$ 24,637.90 |
| 200.4 | Equipment | | \$ 32,000 | \$ 8,000 | \$ 40,000 | \$ - | \$ - | \$ - | \$ - | | \$ - | \$ - | \$ 40,000.00 |
| 300.0 PLANNING AND IMPLEMENTATION | | | | | | | | | | | | | |
| 300.1 | Transportation Plan Update & Imp. | | \$ 322,764 | \$ 80,691 | \$ 403,455 | | | | | | | | |
| | 300.11 | A.T.A.C. | \$ 8,000 | \$ 2,000 | \$ 10,000 | \$ - | \$ - | \$ - | \$ - | | \$ - | \$ 10,000.00 | \$ 10,000.00 |
| | 300.12 | Bike/Ped Element | \$ 29,517 | \$ 7,379 | \$ 36,896 | \$ 9,068.00 | \$ 5,277.00 | \$ - | \$ 2,551.00 | 250 | \$ 16,896.00 | \$ 20,000.00 | \$ 36,896.00 |
| | 300.13 | Street/Highway Element | \$ 285,247 | \$ 71,312 | \$ 356,559 | \$ 45,340.00 | \$ 13,192.50 | \$ 4,200.00 | \$ 3,826.50 | 925 | \$ 66,559.00 | \$ 290,000.00 | \$ 356,559.00 |
| 300.2 | Corridor Planning | | \$ 42,283 | \$ 10,571 | \$ 52,854 | | | | | | | | |
| | 300.21 | A.T.A.C. Traffic Count | \$ 29,853 | \$ 7,463 | \$ 37,316 | \$ 3,627.20 | \$ 2,638.50 | \$ 1,050.00 | \$ - | 115 | \$ 7,315.70 | \$ 30,000.00 | \$ 37,315.70 |
| | 300.22 | Corridor Preservation | \$ 12,430 | \$ 3,108 | \$ 15,538 | \$ 8,161.20 | \$ 5,277.00 | \$ 2,100.00 | \$ - | 240 | \$ 15,538.20 | \$ - | \$ 15,538.20 |
| 300.3 | TIP And Manual Update | | \$ 28,755 | \$ 7,189 | \$ 35,944 | \$ 8,161.20 | \$ 20,580.30 | \$ 2,100.00 | \$ 5,102.00 | 630 | \$ 35,943.50 | \$ - | \$ 35,943.50 |
| 300.5 | Special Studies | | \$ 215,884 | \$ 53,971 | \$ 269,856 | | | | | | | | |
| | 300.51 | Future Bridge | \$ 9,365 | \$ 2,341 | \$ 11,707 | \$ 9,068.00 | \$ 2,638.50 | | \$ - | 150 | \$ 11,706.50 | \$ - | \$ 11,706.50 |
| | 300.52 | Policy & Procedure Updates | \$ 14,968 | \$ 3,742 | \$ 18,710 | \$ 10,881.60 | \$ 5,277.00 | \$ - | \$ 2,551.00 | 270 | \$ 18,709.60 | \$ - | \$ 18,709.60 |
| | *300.53 | Safe Streets For All (SS4A) | \$ 138,799 | \$ 34,700 | \$ 173,499 | \$ 12,241.80 | \$ 2,638.50 | \$ 6,300.00 | \$ - | 335 | \$ 21,180.30 | \$ 152,318.40 | \$ 173,498.70 |
| | 300.54 | Grand Valley Study | \$ 52,753 | \$ 13,188 | \$ 65,941 | \$ 5,440.80 | | \$ 10,500.00 | | 310 | \$ 15,940.80 | \$ 50,000.00 | \$ 65,940.80 |
| 300.6 | Plan Monitoring, Review & Eval. | | \$ 49,422 | \$ 12,356 | \$ 61,778 | | | | | | | | \$ - |
| | 300.61 | Performance Annual Rpt | \$ 11,506 | \$ 2,877 | \$ 14,383 | \$ 6,801.00 | \$ 4,221.60 | \$ 3,360.00 | \$ - | 235 | \$ 14,382.60 | \$ - | \$ 14,382.60 |
| | 300.62 | Data Collection | \$ 37,916 | \$ 9,479 | \$ 47,395 | \$ 1,813.60 | \$ 4,221.60 | \$ 3,360.00 | \$ - | 180 | \$ 9,395.20 | \$ 38,000.00 | \$ 47,395.20 |
| 300.7 | GIS Development And Application | | \$ 16,120 | \$ 4,030 | \$ 20,150 | | \$ 18,469.50 | \$ 1,680.00 | \$ - | 390 | \$ 20,149.50 | \$ - | \$ 20,149.50 |
| TOTAL | | | \$ 941,061 | \$ 235,265 | \$ 1,110,386 | \$ 188,614.40 | \$ 109,761.60 | \$ 45,570.00 | \$ 106,121.60 | | \$ 450,067.60 | \$ 590,318.40 | \$ 1,110,386.00 |
| | | | | | | 2080 | 2080 | 1085 | 2080 | 7325 | | | |

*300.53 - Safe Streets For All (SS4A) Is Funded With A Grant And Will Not Be Included In The NDDOT/MnDOT Planning Fund Billing

AMENDMENT #1

AGREEMENT FOR TRANSPORTATION PLANNING ASSISTANCE FOR THE GRAND FORKS/EAST GRAND FORKS METROPOLITAN AREA

In accordance with the Agreement for Transportation Planning Assistance (“Agreement”) dated March 23, 2022, by and between the Grand Forks/East Grand Forks Metropolitan Planning Organization (hereinafter called the MPO), and the firm of Bolton & Menk, Inc. (hereinafter called the Consultant), for the purpose of providing the Bike/Ped Element Update (hereinafter called the Study) for the Grand Forks, North Dakota/East Grand Forks, Minnesota Metropolitan Area, this Amendment, with an effective date of March 15, 2023, modifies the Agreement as follows:

MPO and CONSULTANT are willing to amend the Agreement as follows:

- 1) Additional Services: The Consultant will perform the additional services as described in the attached pertaining to Additional Scope.
- 2) Time of Performance Extension: The original completion date will be extended per this Amendment to August 31, 2023.
- 3) Compensation: No additional compensation.
- 4) Other Changes (including changes to terms and conditions): NONE
- 5) Each Party represents the person executing this Amendment has the necessary legal authority to do so on behalf of the respective Party.
- 6) All other terms and conditions remain unchanged.

IN WITNESS WHEREOF:

Dated This 16th day of March, 2023

WITNESS:

Audi Coulthart

Witness

CONSULTANT:

Mike Bittner

Authorized Agent Name

Principal

Authorized Agent Title

Dated This 15th day of March, 2023

WITNESS:

GRAND FORKS/EAST GRAND FORKS MPO:

Peggy McNeilis

Dean Brewer
Chairman

WITNESS:

GRAND FORK/EAST GRAND FORKS MPO:

Peggy McNeilis

Suzanne Alfors
Executive Director



**BOLTON
& MENK**

Real People. Real Solutions.

3168 41st Street South
Suite 2
 Fargo, ND 58104

Ph: (701) 566-5339
Fax: (701) 566-5348
Bolton-Menk.com

MEMORANDUM

Date: February 27, 2023
To: Stephanie Halford, GF/EGF Metropolitan Planning Organization
From: John Cock
Subject: GF/EGF Bicycle and Pedestrian Master Plan – Amendment Request
BMI Project No. OT4.127008

Bolton & Menk was contracted in March 2022 to complete planning services for the Grand Forks/East Grand Forks Bicycle and Pedestrian Master Plan. As the project reached completion of the draft master plan, the project schedule needed to be extended to incorporate local partner input received regarding alternatives and engineering feasibility for priority projects. We wanted to ensure we properly addressed comments before moving into targeted stakeholder engagement on the priority corridors.

Our original contract is set to expire on March 31, 2023. We are writing to request a contract extension on the subject project until August 31, 2023, to conduct public input on priority corridor projects identified in the planning process and complete the plan adoption process. Our anticipated schedule is as follows:

- March 2023: Targeted Stakeholder Engagement
- April 2023: Finalize draft plan
- May 2023: Present draft plan to Grand Forks City Council, Grand Forks Planning & Zoning Commission, East Grand Forks City Council, East Grand Forks Planning & Zoning Commission, MPO TAC, and MPO Executive Board
- July 2023: Complete final plan document and present to City & MPO Boards and Commissions

Thank you for the opportunity to serve the MPO and its partner communities.

Please contact me at (704) 376-1555 with any questions or if you need additional information.

Sincerely,

Bolton & Menk, Inc.

John Cock, AICP
Senior Project Manager



MPO Staff Report
Technical Advisory Committee:
April 12, 2023
MPO Executive Board:
April 19, 2023

RECOMMENDED ACTION: Approval of Contract with Urban SDK.

TAC RECOMMENDED ACTION:

Matter of information about Urban SDK.

Background:

The MPO is always looking for new ways of getting good information to the public and our partners as efficiently as possible. Technology and access to data is always improving. With tracking performance measures a yearly or bi-yearly need the MPO needs to balance staff time needed for this task against other tasks. If staff, partners, and the public can have an easy-to-understand dashboard with the information automatically available that staff doesn't have to constantly maintain, then it may have more benefit than cost. If we have a source of information that consultants can get origin and destination data that the MPO doesn't need to pay for with every study, then there is benefit.

Urban SDK is a company that is focusing on Metropolitan Planning needs. They are focusing on data needed for performance measures and the type of data needed for studies done by MPOs. After the presentation from Urban SDK last month, staff received the approval from the Executive Board to move forward with a contract.

The contract is for software license subscription, onboarding, training, and customer support.

Software licenses are:

- **Insights:** Datasets include automated performance measures for past, current, and future trends within the community. The data can be down to the Traffic Analysis Zone (TAZ) or the Census block group. Beyond the performance measure data, we get speed, origin & destination, and congestion that will help with the Metropolitan Transportation Plan and corridor studies for the MPO and the Cities.
- **Studio:** Provides an easier way to upload data and instantly view it on a map.
 - **Import Data-** use their data or add our own.
 - **Map Layers-** Customize your own map with GL for 3D, Arcs, Lines, Heatmaps, and more.
 - **Base Maps-** Select from multiple base maps or import your own.

- Custom Legends- Customize auto legends with the legend builder.
- Tooltips- Configure tooltips for hovering.
- Time Series- Playback time series data.
- Publish Maps- Share maps publicly on a website or email link.
- Data Hub: Provides the ability to search, group, save, and download big data for modeling, analysis and visualization to make smarter decisions.
 - Mobility- Data sets for transportation planning related analysis.
 - Boundaries- Geographic administrative boundaries as geospatial polygons.
 - Demographics- Population estimates for gender, race, age, income, accessibility, and more.
 - Population- Population estimates per level we request.
 - File Types- Download multiple file types.
 - Data Refresh- Data types are refreshed semi-annually.

The Forks MPO will now have the ability to report on all roadways for Grand Forks and East Grand Forks. This will allow for quicker reporting, proactive analysis and planning, and the ability to share this data with entire region to expedite the diagnostic decision-making process. In addition, the Forks MPO and the members of their TAC will have the ability share this data with the community that they serve in an intuitive way. By owning this amount of data, the MPO will be able save taxpayers' dollars on annual data collection costs. The Forks MPO will now have all Local, State, and Federal Performance measures built out by the Urban SDK team to save the MPO staff time to focus on more meaningful work within the community. Urban SDK is staffed with planners, PHD Civil Engineers, and GIS Analysts ready to help support the MPO its partners to save staff time. The overall goal of this solution is speed of decision making, save data collection cost, and save staff time to allow for further analysis to be done in the Grand Forks-East Grand Forks region.

Findings and Analysis

- Data provided is needed for multiple tasks that the MPO is responsible for providing.
- Staff time is greatly reduced because data is provided for our area without the need for cleaning or extra work to make work for our MPO.
- Easily made into dashboards that can be made public.
- Data analysis is already available for consultants to use without adding the cost of a third-party purchase to projects.
- Just added to the Unified Planning Work Program (UPWP).

Support Materials:

- Contract

**AGREEMENT FOR TRANSPORTATION PLANNING ASSISTANCE
FOR THE GRAND FORKS/EAST GRAND FORKS METROPOLITAN AREA**

THIS AGREEMENT, entered into as of 21 April 2023, by and between the cities of Grand Forks, North Dakota, and East Grand Forks, Minnesota, acting together through the Grand Forks-East Grand Forks Metropolitan Planning Organization (hereinafter called the MPO), and the firm of **Urban SDK Corp.** (hereinafter called the Consultant), for the purpose of providing the **Data Analytics and Analysis Software for Grand Forks, ND and East Grand Forks, MN** (hereinafter called the Study) for the Grand Forks, North Dakota/East Grand Forks, Minnesota Metropolitan Area.

WITNESSETH THAT:

WHEREAS, the MPO is presently interested in the preparation of the Study for the Grand Forks, North Dakota / East Grand Forks, Minnesota Metropolitan Area. This document would assist in future improvements that would occur within the identified study area. The MPO plans to retain the Consultant to provide such services described hereafter in connection with this undertaking, which is expected to be funded with US Department of Transportation Planning funds.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Consultant: The MPO hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services set forth in this contract.
2. Scope of Work: The MPO shall provide to the Consultant the data and information as necessary for completion of activities described in the Scope of Service (Attachment A). The Consultant shall perform and carry out in a satisfactory manner the tasks described in the Scope of Service. The Scope of Service (Attachment A), attached hereto and made a part hereof.
3. Area covered: The Consultant shall perform all the necessary services provided under this Agreement in connection with and respecting the MPO Study Area boundaries of the MPO.
4. Personnel: None of the services covered by this Agreement shall be subcontracted to any other party without the prior written approval of the authorized agent of the MPO. Upon the acceptance of the contract, the Consultant shall make no change in the Project Manager or other significant staff, without prior written permission from the MPO authorized agent (refer to staff breakout in Attachment A).

The MPO's authorized agent for the purposes of the administration of this contract shall be the MPO's Executive Director. Such agent shall have final authority for acceptance of contract services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to this agreement.

5. Time of Performance: The services of the Consultant are to commence as soon as practical after execution of this Agreement. The contract shall be completed by March 31, 2024.

6. Compensation:

- A. The total cost to the MPO for the performance of services pursuant to this Agreement, other provisions notwithstanding, shall not exceed **\$24,500 (Twenty-Four Thousand - Five Hundred Dollars)** in U.S. funds. This amount will include ALL project costs including the allowable costs in accordance with 2 CFR 200.
- B. The MPO shall be responsible for all state and local gross receipts, sales, use, value added or personal property taxes, however designated, or amounts in lieu of the above taxes paid or payable by Consultant, including indemnification for any interest or penalty assessed against Consultant for these taxes through no fault of Consultant. The MPO also agrees to furnish Consultant upon request, with any exemption certificates, proof of payment or other documentation request by Consultant.
- C. The Consultant shall receive payment pursuant to Paragraph 7. Allowable costs are the direct and indirect costs incurred in or allowable to the performance of the services under this Agreement.

- 1. Personnel: An employee of the Consultant shall be assigned to take charge of the performance of services under this Agreement to the extent required to ensure that the services are properly completed, and additional personnel shall be assigned as required in the performance of this Agreement. The Consultant shall provide personnel required for the execution of this contract and the MPO shall reimburse the Consultant on a Direct Labor Costs times a Factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project by Engineer's principals and employees, Indirect Labor Costs calculated by multiplying the specified indirect rate times the Direct Labor Costs, and a Fixed Fee calculated by multiplying the specified profit rate times the sum of Direct and Indirect Labor Costs.
- 2. Reimbursable Expenses: Consultant shall be paid for expenses at the rates indicated in Attachment B.
- 3. Travel Expenses and Subsistence: The Consultant shall be reimbursed for actual expenses incurred for subsistence and travel. Travel expenses are limited to those providing the most economical and direct method of travel. Hours spent by the Consultant during travel time shall not be billable hours.
- 4. Salary Schedule: The Consultant documentation for employee classifications and pay schedules for those individuals engaged on the project shall be as shown in (Attachment B). Payment schedules are subject to an annual increase at the beginning of each calendar year in which this agreement is in effect. Any increase of the overall budget shall be subject to the approval of the MPO's authorized agent and amendment of contract.

- 7. Method of Payment: The MPO shall pay the Consultant on a monthly basis as provided for under this paragraph. Such payments shall be made on the basis of the Consultant's billings and the approval of the MPO's authorized agent. Such billing shall be made as hereinafter provided:

- A. Itemized invoices provided per the prescribed monthly invoice format (Attachment B) for the Consultant's costs shall be submitted to the MPO on a monthly basis. The MPO shall remit 90 percent of the amount of the invoices within 30 days of invoice receipt.
 - B. Upon receipt of the final invoice, digital, and submittal of copies as defined in the Scope of Services (Attachment A), the MPO shall, after final review and acceptance of the Study report, make final payment to the Consultant. The final payment is also contingent upon receipt of all project materials.
 - C. Overtime or premium pay for any work is not a compensable cost item.
8. Termination of Agreement: The Consultant or the MPO may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the reason and effective date thereof, 30 days before the effective date of such termination. The Consultant shall be paid for services provided up to date of termination. If a 30-day written notice to terminate this agreement is given by either the Consultant or the MPO, the services to be performed by the Consultant during that 30-day period shall have prior written permission from the MPO's authorized agent.
9. Changes: Any alteration to the terms of the Agreement shall be in writing and agreeable to both parties.
10. Civil Rights: The contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 STAT. 252), the regulation of the Federal Department of Transportation, 49 CFT, Part 21, and Executive Order 11246.

The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin. The contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, handicap, or national origin. Such actions shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Furthermore, the contractor agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. Attachment C of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

11. Civil Rights- Non-Compliance: If the contractor fails to comply with the federal or state civil rights requirements of this contract, sanctions may be imposed by the FHWA or the NDDOT as may be appropriate, including, but not limited to:
- Withholding of payments to the contractor under the contract until the contractor complies, or
 - Cancellation, termination, or suspension of the contract, in whole or in part.

Attachment D of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

12. Disadvantaged Business Enterprise: In the performance of this agreement, the contractor shall cooperate with MPO in meeting its goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that such business

enterprises shall have the maximum practical opportunities to compete for subcontract work under this agreement.

- Policy
 - It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this Agreement.
- DBE Obligation
 - The MPO and contractor agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under or pursuant to this Agreement. In this regard, the contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award and performance of DOT-assisted contracts

The Contractor will include the following paragraph verbatim in any subcontracts they sign relative to this project:

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-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 NDDOT deems appropriate.

13. Disability: The contractor 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 his or her 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.

14. Federal Clauses: The Consultant will comply with the Federal Clauses as set forth in Attachment E.

15. Records: The Consultant shall maintain accounting records and other evidence pertaining to the costs incurred and make the records available at its office at all reasonable times during the Agreement period and for three years from the date of the final payment of federal funds to the Consultant with respect to the study. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the MPO, NDDOT, MnDOT, FTA, FHWA or any authorized representative of the federal government, and copies thereof shall be furnished if requested.

16. Ownership of Data: The MPO shall have exclusive ownership of the data resulting from the services performed under this Agreement. The MPO shall not make any modification to the

project document without consulting the Consultant prior to making modification. Any modifications without the knowledge of the Consultant are the sole risk of the MPO.

17. Information and Reports: The Consultant will provide to the MPO all information and reports, up to three years from the date of the final payment to the Consultant, as required by the REGULATIONS, or orders, and instructions issued pursuant thereto, and will permit reasonable access to its books, records, accounts, other sources of information, and its facilities as may be determined by the MPO to be pertinent to ascertaining compliance with REGULATIONS, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the MPO and shall set forth what efforts it has made to obtain this information.
18. Interest of Members of MPO and Others: No officer, member or employee of the MPO, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any function or responsibilities in the review or approval of the undertaking or carry out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested or have any personal or pecuniary interest, direct or indirect, in this Agreement.
19. Assignability: The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the MPO's authorized agent. Such restriction shall not apply to any assignment of earnings by the Consultant, except that the MPO's authorized agent shall be notified of any such assignment.
20. Interest of the Consultant: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the MPO shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price of consideration, or otherwise recover from the Consultant the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
21. Officials Not to Benefit: No members of or delegate to the Congress of the United States of America or local elected officials shall be admitted to any share or part hereto or to any benefit to arise herefrom.
22. Identification of Documents: All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use by the Consultant shall carry the following notation on the front cover or a title page (or in the case of maps, in the same block) containing the name of the Consultant and the date prepared: "The preparation of this (report, map, document, etc.) was partially financed by FHWA/FTA Planning funds through the North Dakota Department of Transportation and Minnesota Department of Transportation." If either the MPO, NDDOT and MnDOT, or the FHWA/FTA does not wish to subscribe to the findings and conclusions of the document, the following statement shall be added: "The opinion, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the MPO, NDDOT, MnDOT, or the FHWA/FTA."
23. Publication, Reproduction, and Use of Materials: No material produced in whole or part under this Agreement shall, during the life of this Agreement, be subject to copyright in the United

States or in any other country. The Consultant, subject to the written approval by the MPO, shall have the authority to publish, disclose, distribute, and otherwise use in whole and part, any reports, data, or other materials prepared under this Agreement.

24. Audits and Inspections: At any time during normal business hours as often as the MPO, NDDOT, MnDOT, MN State Auditor, FHWA, FTA and/or Comptroller General of the United States may deem necessary, the Consultant shall make available to those bodies for examination all records with respect to all matters covered by this Agreement and will permit the MPO, NDDOT, MnDOT, MN State Auditor, FHWA, FTA and/or Comptroller General examine and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the Agreement.

25. Responsibility for Claims and Liability:

- A. Any and all employees of the Consultant or other persons while engaged in the performance of any services required by the Consultant under the Agreement shall not be considered employees of the MPO nor its member units of government, and any and all claims that may or might arise under the workers' compensation acts of North Dakota and Minnesota on behalf of said employees or other persons while so engaged, and any and all claims made by any third parties as a consequence of any negligent act or omission on the part of the Consultant's employees or other persons while so engaged on any of the services to be rendered, shall in no way be the obligation or responsibility of the MPO nor its member units of government.
- B. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the MPO, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and the of its sub-Consultants or anyone for whom the Consultant is legally liable. Neither the MPO nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- C. The Consultant shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverage in the amounts described below. Consultant shall furnish evidence, satisfactory to the MPO, of all such policies. During the term hereof, Consultant shall take out and maintain in full force and effect the following insurance policies:
- (1) Comprehensive public liability insurance, including automobile and property damage, insuring the MPO and its member units of government and Consultant against loss or liability for damages for personal injury, death or property damage arising out of or in connection with the performance by Consultant of its obligations hereunder, with minimum liability limits of \$1,000,000.00 combined single limit for personal injury, death or property damage in any one occurrence.
 - (2) Such workers' compensation and other similar insurance as may be required by law.

22. Compliance with Contract Regulations: The requirements as set forth in 49 CFR 18 (Common Rule) shall apply to the parties of this contract. In addition, these regulations also apply to all contracts between the Consultant and subcontractors.
23. Debarment, Exclusion or Ineligibility: The Consultant is advised that his or her signature on this Agreement certifies that the company of 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.

**CERTIFICATION OF
GRAND FORKS-EAST GRAND FORKS METROPOLITAN PLANNING ORGANIZATION**

I HEREBY CERTIFY that I am the Chair of the Grand Forks/East Grand Forks Metropolitan Planning Organization, and that the above contractor or his representative has not been required, directly or indirectly or as an express or implied condition in connection with obtaining or carrying out this contract, to:

- A. employ or retain, or agree to employ or retain, any firm or person, or
- B. pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind;

except as here expressly stated (if any)

NONE

I ACKNOWLEDGE THAT this Certification is to be furnished to the North Dakota Department of Transportation, Minnesota Department of Transportation, U.S. Department of Transportation, in connection with this contract involving participation of federal funds, and is subject to applicable state and federal laws, both criminal and civil.

Date

Signature

Title

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the _____ and duly authorized representative of **Urban SDK Corp**, and that neither I nor the above firm I here represent have:

- A. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above contractor) to solicit or secure this contract,
- B. agreed, as an expression of implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- C. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract;

except as here expressly stated (if any):

I ACKNOWLEDGE THAT this certification is to be furnished to the North Dakota Department of Transportation, Minnesota Department of Transportation, U.S. Department of Transportation, in connection with this contract involving participation of federal funds, and is subject to applicable state and federal laws, both criminal and civil.

by: _____

Date

Signature

Title: _____

IN WITNESS WHEREOF:

Dated this _____ day of _____, 2023.

WITNESS

Authorized Agent

Witness

Print Authorized Agent Name

Dated this _____ day of _____, 2023.

WITNESS

GRAND FORKS-EAST GRAND FORKS MPO

Chair

WITNESS

GRAND FORKS-EAST GRAND FORKS MPO

Executive Director

RESOLUTION

BE IT RESOLVED that the Grand Forks-East Grand Forks Metropolitan Planning Organization entered into an Agreement for Distribution of Grand Forks-East Grand Forks Metropolitan Planning funds with Urban SDK Corp. to prepare **Data Analytics and Analysis Software for Grand Forks, ND and East Grand Forks, MN.**

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the Grand Forks-East Grand Forks Metropolitan Planning Organization at a duly authorized meeting thereof held on the _____ day of _____, 2023 as shown by the minutes of said meeting in my possession.

Chair

SCOPE OF SERVICE

Urban SDK is a proprietary data analysis, visualization, and aggregation platform, unlike any solution on the market. Its system enables organizations to stream all data sources on a single platform, along with premium data provided by the contractor at no additional cost to the client. The data is displayed on dynamic dashboards, and geospatial maps, and can also be downloaded in CSV form. In addition, all data sets provided in the Urban SDK Platform have automated federal performance measures associated with that assist in the reporting requirements that must be met by an MPO. Urban SDK Platform is the only solution on the market to provide near real-time data sets, Automated Performance Measures, GIS Visualization, Custom Dashboarding, Geospatial Data Management, and Data Shareability Features. Urban SDK updates performance measures based on client needs and then delivers the resulting updates free of charge to all existing clients, with enhancements occurring every two weeks. The platform provides all of the datasets for the MPO's LRTP, TDM, CMP, TIP, TDM, and Corridor analysis, the platform also provides the MPO with Tools such as Studio (GIS Mapping), Dashboard Builder (Performance Measures), Sharing Links (Community Outreach), Workspace (Data Storage and Management), Route Builder (Corridor Studies). Urban SDK also provides a team of GIS Analysts, Data Scientists, and Planners to assist the MPO with all projects and goals throughout the entire contract.

The Grand Forks-East Grand Forks MPO will now have the ability to report on all roadways for Grand Forks and East Grand Forks. This will allow for quicker reporting, proactive analysis and planning, and the ability to share this data with the entire region to expedite the diagnostic decision-making process. In addition, the Grand Forks-East Grand Forks MPO and the members of their TAC will have the ability to share this data with the community that they serve in an intuitive way. By owning this amount of data the MPO will be able to save taxpayers dollars on annual data collection costs. Grand Forks-East Grand Forks MPO will not have all Local, State, and Federal Performance measures built out by the Urban SDK team to save the MPO staff time to focus on more meaningful work within the community. Urban SDK is staffed with planners, Ph.D. Civil Engineers and GIS analysts are ready to help support the MPO and its partners to save staff time. The overall goal of this solution is to increase the speed of decision-making, save data collection costs, and save staff time to allow for further analysis to be done in the Grand Forks-East Grand Forks region.



Urban SDK, Inc.
100 N Laura St, Ste 602
Jacksonville, FL 32202

Proposal Date: 03-02-2023
Expiration Date: 2023-04-30

Customer:

Stephanie Halford

stephanie.halford@theforksmo.org

(701) 746-2660

Prepared By:

Name: Micah Dickman
Email: Micah.Dickman@Urbansdk.com
Phone: 678-793-1627

ANNUAL SOFTWARE LICENSE

Urban SDK will provide the following Software License to the Customer under this Sales Order, and Customer will pay the annual recurring fee one-time annually or 12 monthly (12) installments. Annual renewal date is 364 days from agreement Signature Date.

| Name | Price | QTY | Subtotal |
|------|-------|-----|----------|
|------|-------|-----|----------|

| | | | |
|--------------------|-------------|---|-------------|
| Enterprise License | \$24,500.00 | 1 | \$24,500.00 |
|--------------------|-------------|---|-------------|

License Inclusions:

Grand Forks MPO

DataHub:

- Speed Data Quarterly on Road Functions 1-5
- Trips (OD)
- National Bridge Inventory Data
FARS Reporting
- Demographics Data

Tools:

- Studio (GIS Mapping)
- Workspace (Data Storage)
- Route Builder (Speed Analysis)
- Dashboard Builder (Performance Reporting/ Measures)
- Data Import Abilities
- Shareability and Website Enablement Links

Customer Success:

- Onboarding and Training
- Live Chat, Email, and Phone Support during Business Hours 9-5pm EST
- Online help articles and documentation
- Bi-weekly user group training
- 1:1 Training Sessions

Data Storage: 50 GB

Users: 7

| | | | |
|--------------------|--------|---|--------|
| IMPLEMENTATION FEE | \$0.00 | 1 | \$0.00 |
|--------------------|--------|---|--------|

IMPLEMENTATION FEE

| | |
|----------|--------------------|
| Subtotal | \$24,500.00 |
|----------|--------------------|

| | |
|--------------|--------------------|
| Total | \$24,500.00 |
|--------------|--------------------|

Firm Overview:

Urban SDK is a proprietary data analysis, visualization, and aggregation platform, unlike any solution on the market. Its system enables organizations to stream all data sources on a single platform, along with premium data provided by the contractor at no additional cost to the client. The data is displayed on dynamic dashboards, geospatial maps, and can also be downloaded in CSV form. In addition all data sets provided in the Urban SDK Platform have automated federal performance measures associated that assist in the reporting requirements that must be met by an MPO. Urban SDK Platform is the only solution on the market to provide near real time data sets, Automated Performance Measures, GIS Visualization, Custom Dash boarding, Geospatial Data Management, and Data Share ability Features. Urban SDK updates performance measures based on client needs and then delivers the resulting updates free of charge to all existing clients, with enhancements occurring every two weeks. The platform provides all of the datasets for the MPO's LRTP, TDM, CMP, TIP, TDM, and Corridor analysis, the platform also provides the MPO with Tools such as Studio (GIS Mapping), Dashboard Builder (Performance Measures), Sharing Links (Community Outreach), Workspace (Data Storage and Management), Route Builder (Corridor Studies). Urban SDK also provides a team of GIS Analysts, Data Scientists, and Planners to assist the MPO with all projects and goals throughout the entire contract.

Benefits Summary:

The Granfork MPO will now have the ability to report on all roadways for Grand Forks and East Grand Forks. This will allow for quicker reporting, proactive analysis and planning, and the ability to share this data with entire region to expedite the diagnostic decision making process. In addition the Grand Forks MPO and the members of there TAC will have the ability share this data with the community that they serve in an intuitive way. By owning this amount of data the MPO will be able save tax payers dollars on annual data collection costs. Grand Forks MPO will not have all Local, State, and Federal Performance measures built out by the Urban SDK team to save the MPO staff time to focus on more meaningful work within the community. Urban SDK is staffed with planners, PHD Civil Engineers, and GIS Analyst ready to help support the MPO its partners to save staff time. The overall goal of this solution is speed of decision making, save data collection cost, and save staff time to allow for furthure analysis to be done in the Grand Forks region.

This Urban SDK Software Services Agreement (“Agreement”), effective as of the Effective Date set forth below, is entered into by and between the entity identified as Customer below (“Customer”) and Urban SDK, Inc., a Delaware corporation, with its principal place of business located at 100 N Laura St, Ste 602, Jacksonville, FL 32202 (“Urban SDK”). The parties acknowledge and agree that they have read and understand this Agreement and, upon execution, are legally bound by it. This Agreement includes this “Signature Page” or any other ordering document referencing this Agreement, the Terms and Conditions available at [Terms and Conditions](#), all statements of work entered into in connection with this Agreement (“Statement(s) of Work”), and any schedules, exhibits, or other attachments incorporated herein.

| WGI | | Urban SDK | |
|-----------|--------------------|-----------|---------------------------------|
| Signature | | Signature | |
| Name | Stephanie Halford | Name | Micah Dickman |
| Title | Executive Director | Title | Manager of Business Development |
| Date | 03-28-2023 | Date | 03-28-2023 |

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.

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).

Federal Clauses

Equal Employment Opportunity Clause: 41 CFR 60-1.4(a) 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 race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - 3) The contractor will send to each labor union or representative of workers with which 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 the rules, regulations, and order 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 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 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 purchase order as may be directed by the secretary of labor as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the united states to enter into such litigation to protect the interests of the United States.

2 CFR Part 200 Appendix II (C)

- C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federal 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 Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, “Amending Executive order 11246 Related to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “ Office of federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

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 (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 to be made to parties listed on 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 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 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.



MPO Staff Report
Technical Advisory Committee:
April 12, 2023
MPO Executive Board:
April 19, 2023

RECOMMENDED ACTION: Matter Of Discussion On Urbanized Area

TAC RECOMMENDED ACTION:

Matter of the discussion on the Urban Area adjustments.

Background:

About two years after the Census is done the Census puts out what areas fit their criteria for Urban Areas. For the 2020 Census everything has been late. On December 29, 2022, the Census put out the new Urban Area boundaries. FHWA uses these boundaries and population counts to determine new MPOs and Transportation Management Areas (TMAs). MPOs can adjust the Census boundaries so that they include what the locals consider urban. This will impact what roads will be considered urban roads into the future. This work also needs to be completed by December 29, 2023.

MPO staff wanted to present some base information to start the conversation on how the TAC and Executive Board wish to move forward with the process of defining our adjusted federal urban area. The last time the urban area was adjusted staff used the 2010 Census urban area as the base then looked at the city limits to see what part of the city was left out. Finally, we used land use plans and recent plats to be sure to include new areas that would be considered part of the urban area. You can see this in Map A.

With the difference in how the Census defines urban areas, in Map B you can see the change between the Census 2010 urban area and the 2020 urban area. If we use the 2012 Adjusted Federal Urban Area as the starting point for our new Adjusted Federal Urban Area and start by including the 2020 Census Urban Area, we will have met the basic need of the process. You can see in Map C the 2020 Census Urban Area with the 2012 Adjusted Federal Urban Area from Map A. To give a full picture, Map D adds in the current city limits.

To have a little more context I have included the land use maps for Grand Forks and East Grand Forks. Where the Cities are looking to grow in the future many help in the discussion.

Things to consider when adjusting the urban area:

- All of the Census Urban Area must be included in the adjusted urban area.
- Any roads in the new adjusted urban area will change in functional class. At a minimum they will go from rural to urban. Depending on the current functional classification
- The adjusted urban area needs to be in the MPO study area.
- Need to know the confirmed and the highly likely growth that will be happening in the next 10 years to include in the urban area and the MPO study area.

What are the options to get to adoption of a new adjusted urban area?

- Staff makes the adjustments to the urban area and brings it back to TAC.
- TAC members volunteer to work as a sub committee
- Are there any other suggestions?

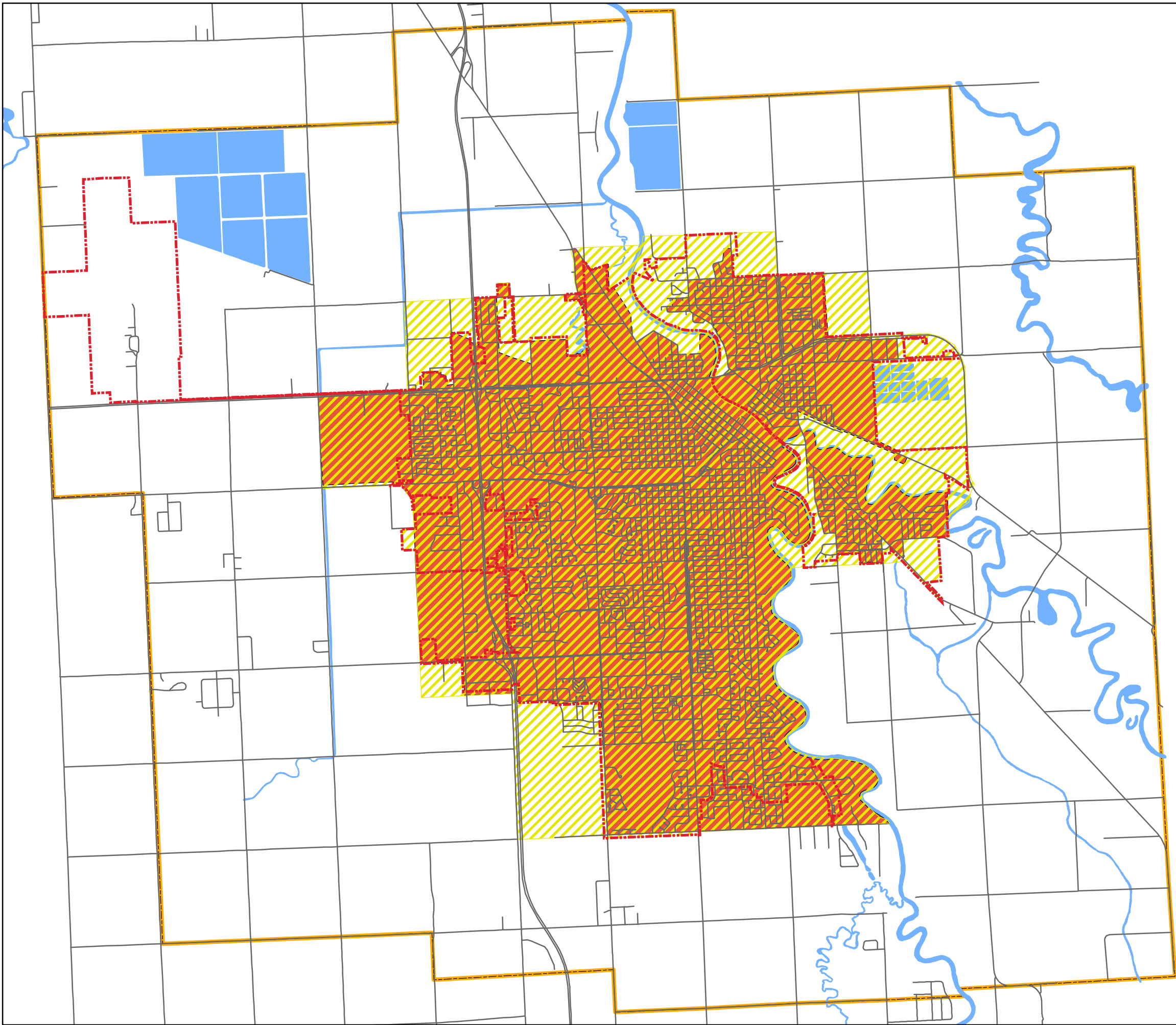
Findings and Analysis

- Discussion

Support Materials:

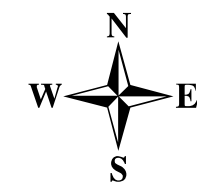
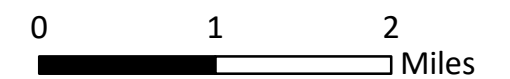
- Maps A-D
- Grand Forks 2050 Land Use Map and Growth Tiers
- East Grand Forks 2050 Land Use Map and the phased growth map.

2010 Census Urban Area with 2012 Adjusted Urban Area








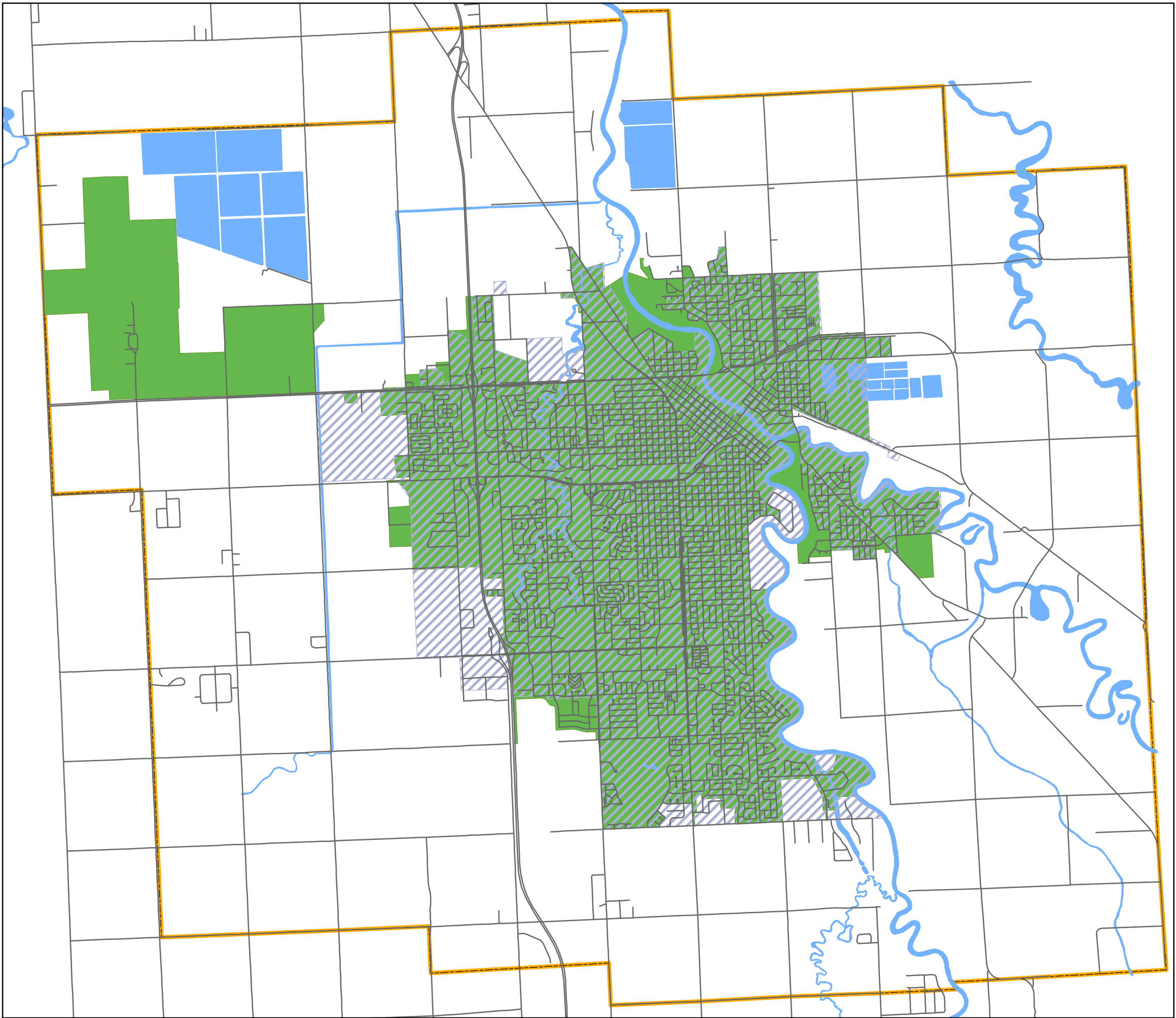
- 2010 Census Urban Area
- The Forks MPO Boundary
- 2012 MPO Adjusted Federal Urban Area
- Roads
- Water
- City Limits Used in 2012

Map A

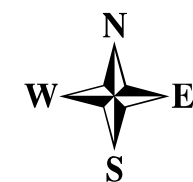
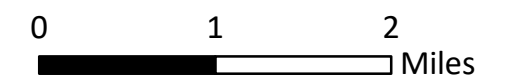


Census Urban Area Comparison 2010 vs 2020

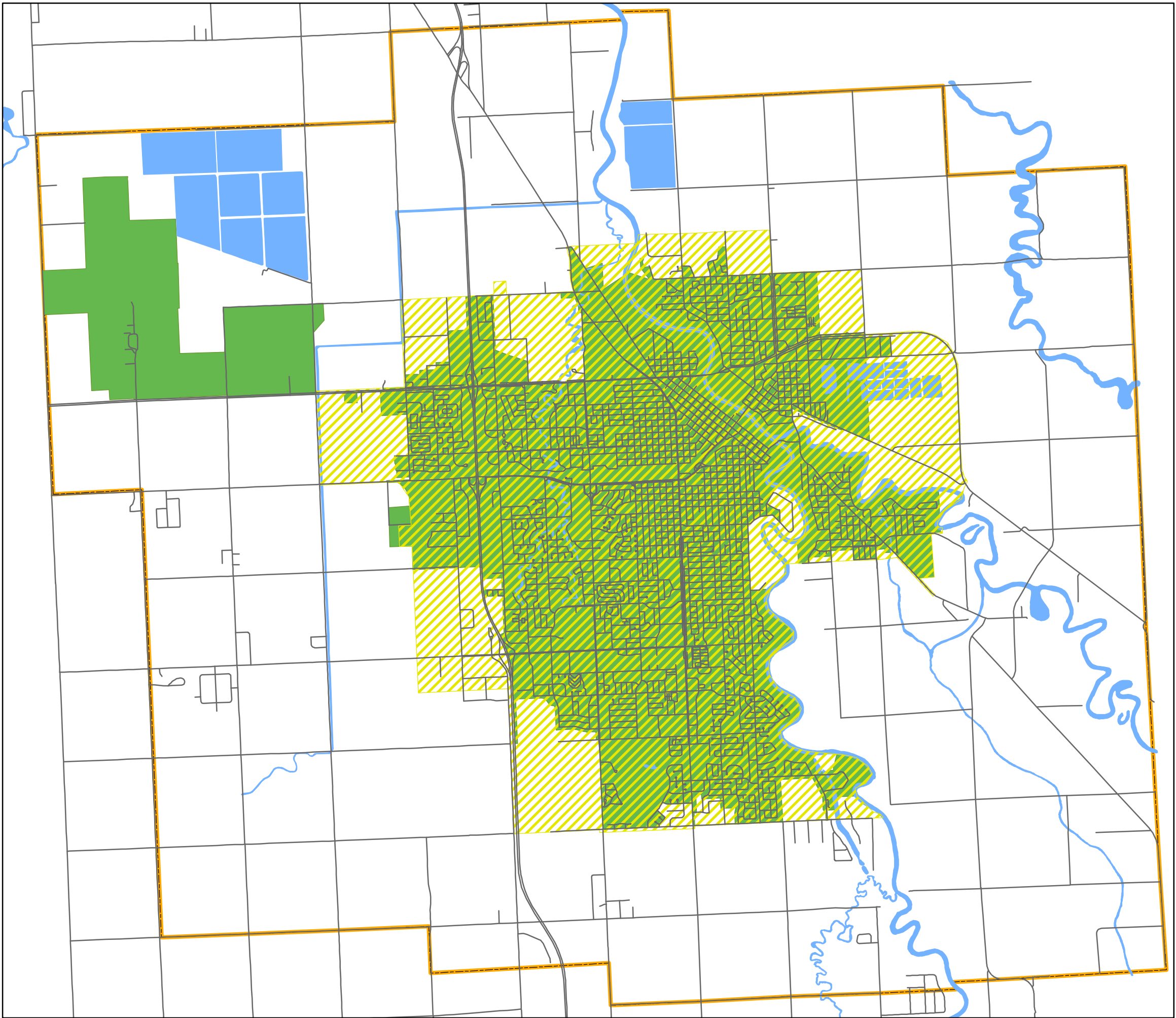
-  2010 Census Urban Area
-  2020 Census Urban Area
-  The Forks MPO Boundary
-  Roads
-  Water








Map B

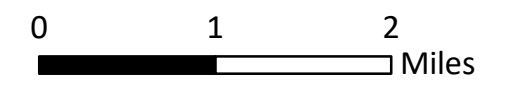


2020 Census Urban Area with 2012 Adjusted Urban Area









-  2020 Census Urban Area
-  The Forks MPO Boundary
-  2012 MPO Adjusted Federal Urban Area
-  Roads
-  Water

Map C



2020 Census Urban Area with 2012 Adjusted Urban Area & City Limits

-  2020 Census Urban Area
-  The Forks MPO Boundary
-  Current City Limits
-  2012 MPO Adjusted Federal Urban Area
-  Roads
-  Water

Map D

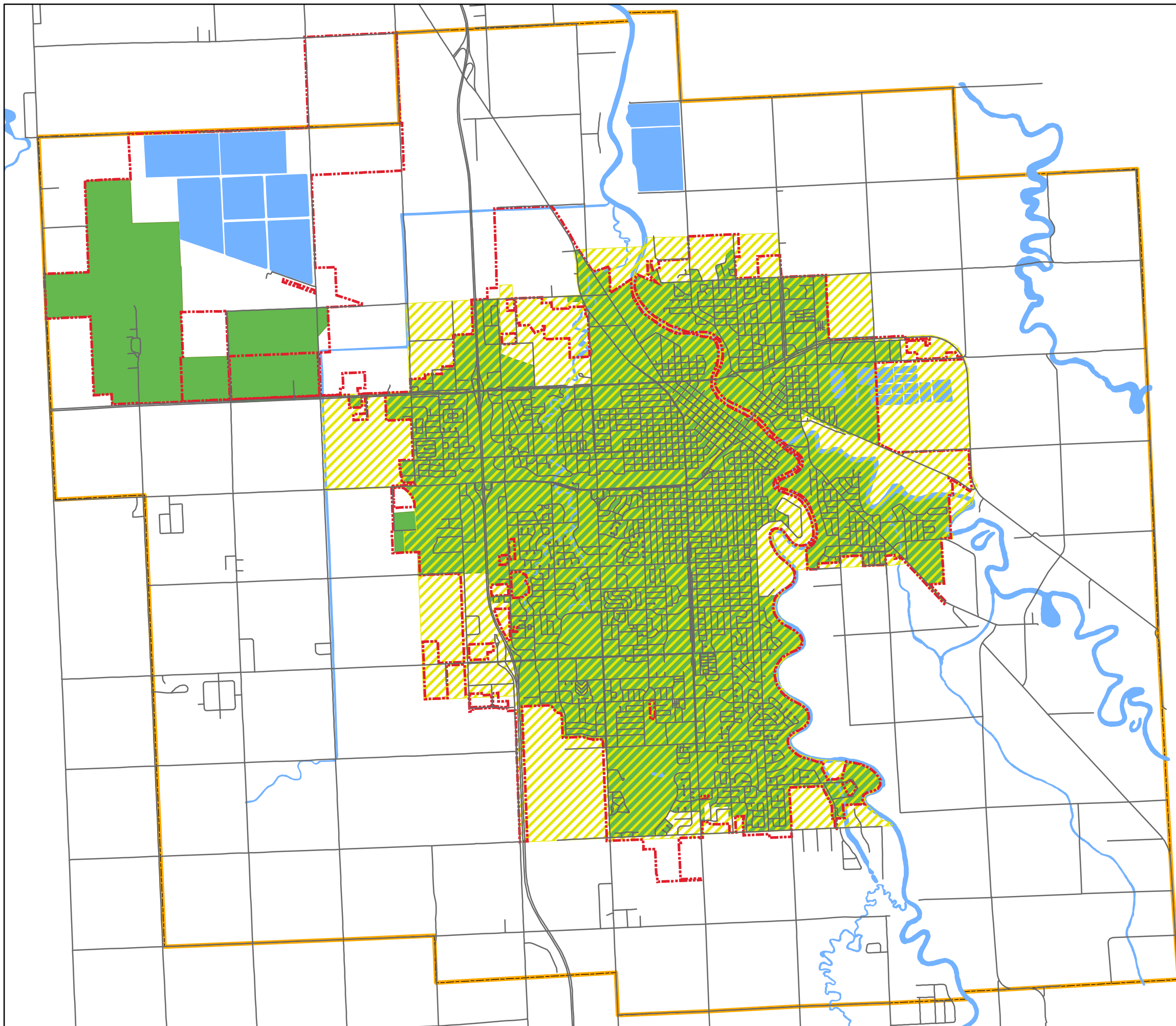
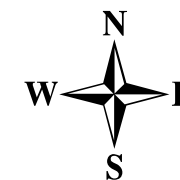
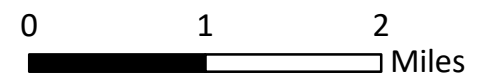


Figure 25. 2050 Growth Tiers

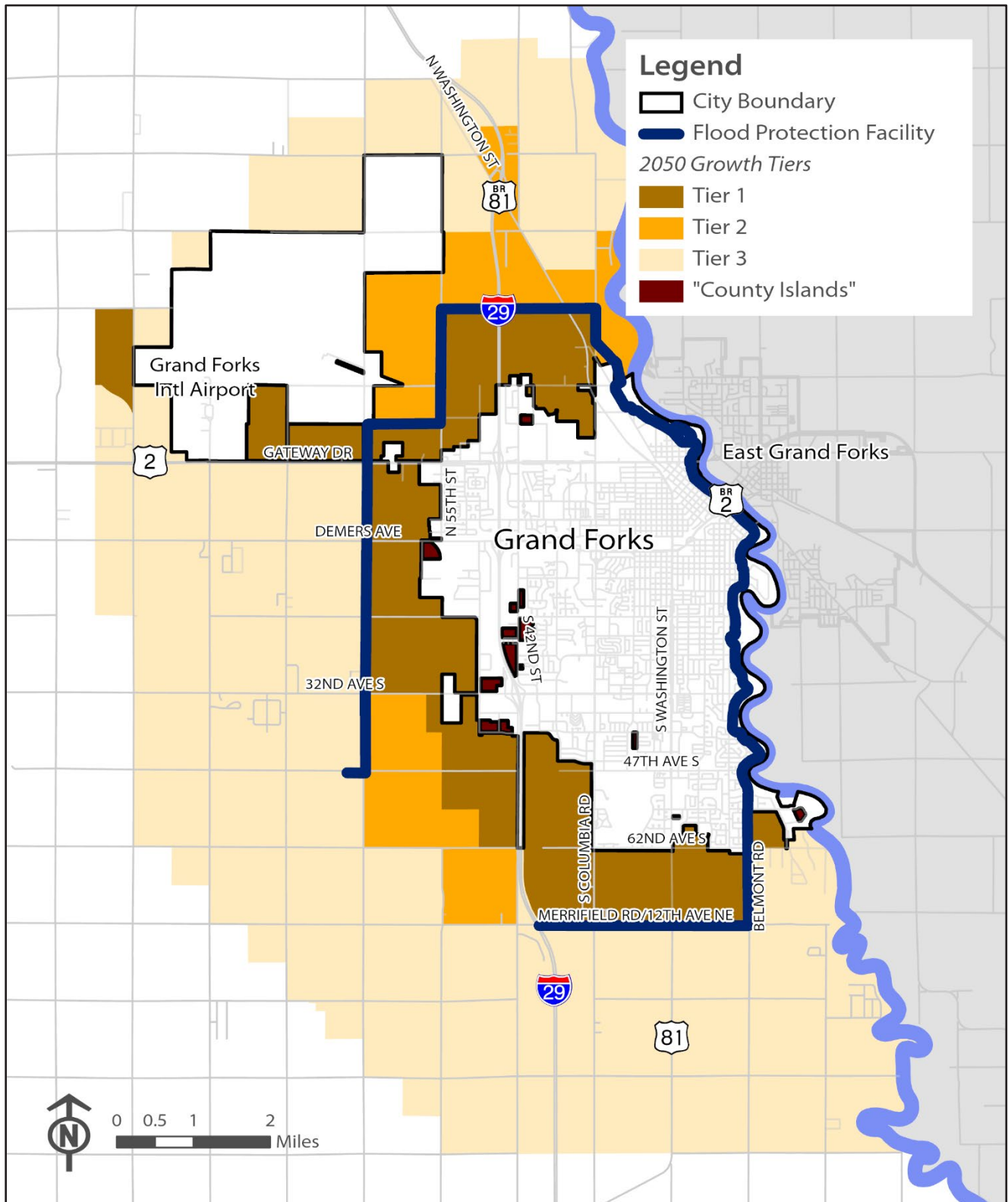


Figure 28. Future Land Use, Priority Growth Areas, and TAZs

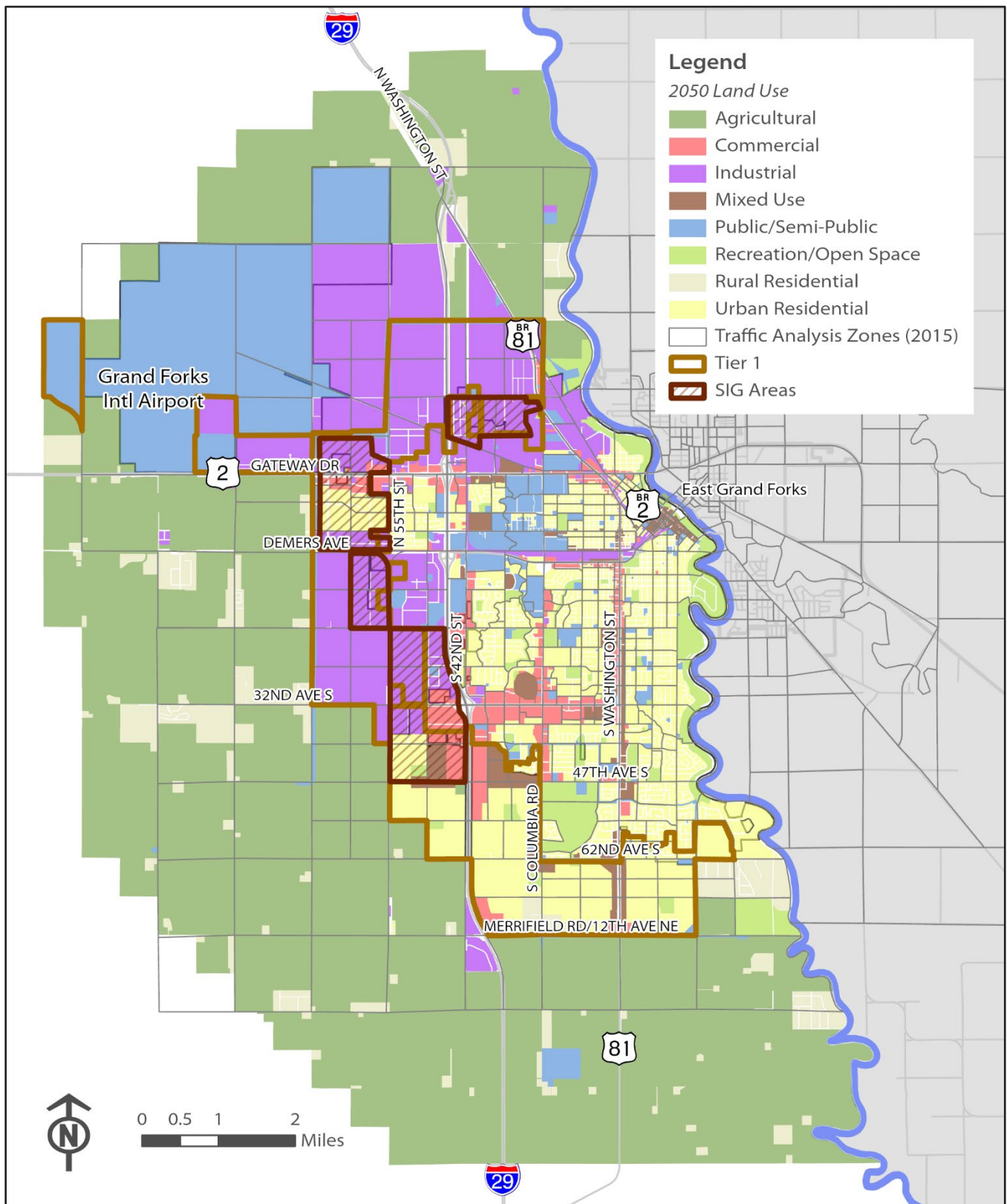


Figure 2. 2050 Land Use Map

LAND USE CATEGORIES

- Agricultural
- Commercial
- Commercial/Industrial
- Industrial
- Low Density Residential
- Medium Density Residential
- Mixed Use Residential/Commercial
- Park/Recreation/Open Space
- Public/Institutional
- UER/Agricultural

NEW BRIDGE ALIGNMENTS

- 32nd Ave
- Elks Dr
- City Boundary
- Existing Dike Alignment

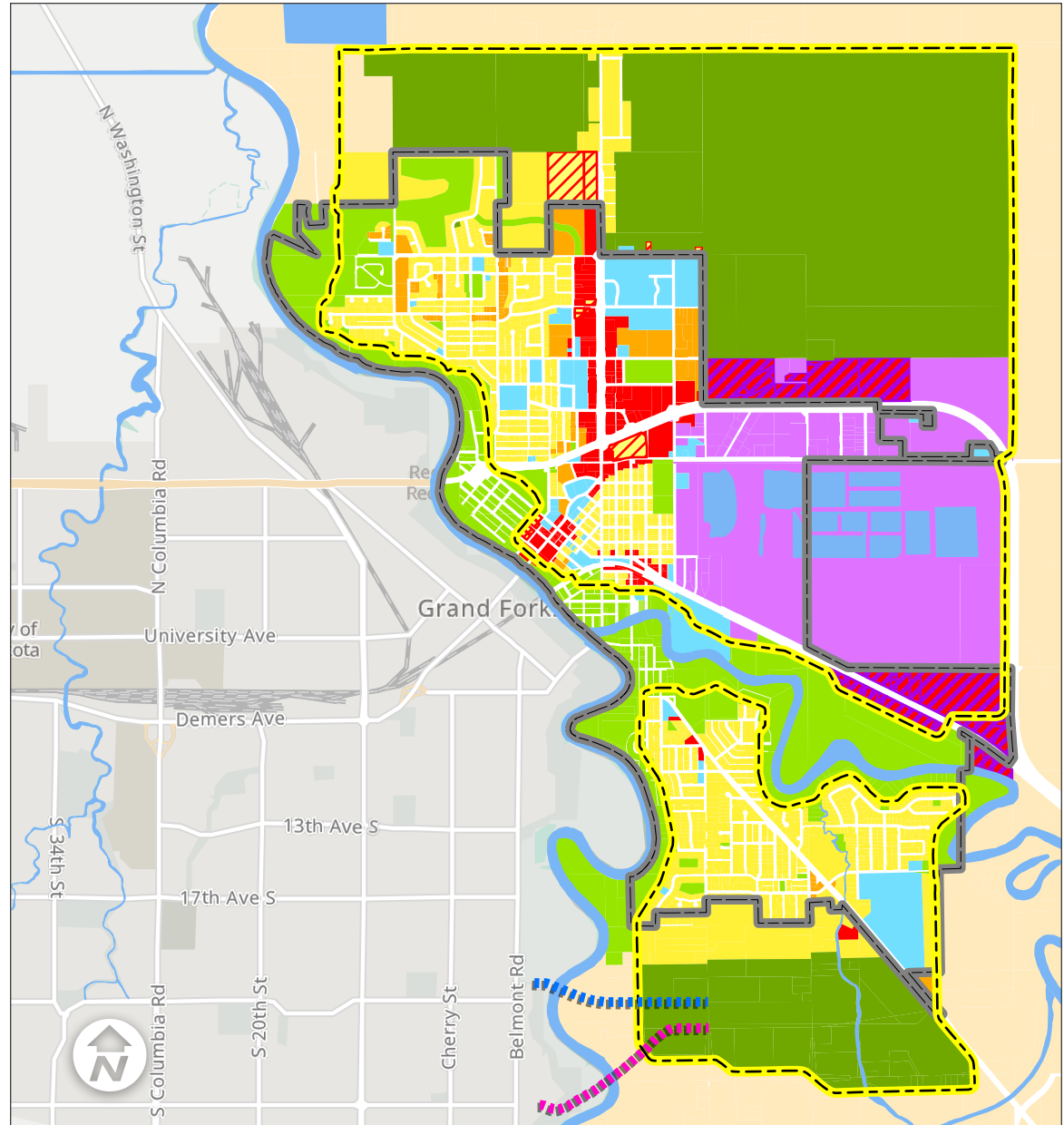





Figure 3. 2050 Land Use Phasing Map




LAND USE CATEGORIES

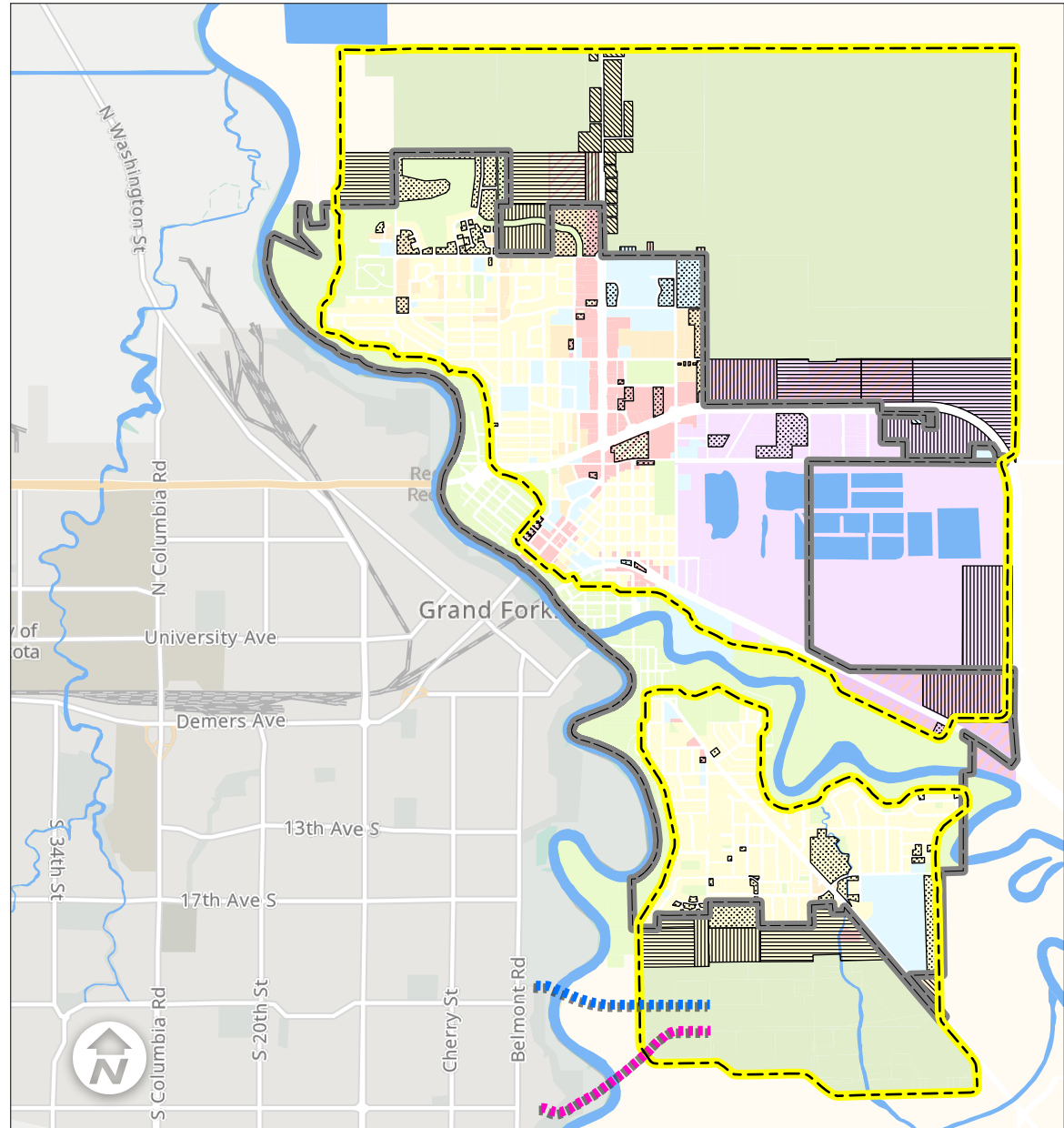
-  Agricultural
-  Commercial
-  Commercial/Industrial
-  Industrial
-  Low Density Residential
-  Medium Density Residential
-  Mixed Use Residential/Commercial
-  Park/Recreation/Open Space
-  Public/Institutional
-  UER/Agricultural

GROWTH PHASING TERM

-  Near Term (2021 - 2030)
-  Mid Term (2031 - 2040)
-  Long Term (2041 - 2050)
-  Future Expansion Areas

NEW BRIDGE ALIGNMENTS

-  32nd Ave
-  Elks Dr
-  City Boundary
-  Existing Dike Alignment



20-Year State Highway Investment Plan



MINNESOTA GO

Grand Forks-East Grand Forks MPO TAC

April 12, 2023

What are we planning for? What is MnSHIP?

SEPTEMBER 2022

20-YEAR STATE HIGHWAY INVESTMENT PLAN



Identifying priorities for investing in state highways to maintain and improve the system over the next 20 years.

MINNESOTA **GO**

What is MnSHIP?



Directs capital funding on the 11,703 miles of state highways



Budgets for estimated funding over 20 years



Identifies investments by categories but is not project specific



Part of the Minnesota GO Family of Plans



MINNESOTA GO

Why does MnSHIP matter?

MnSHIP investment direction guides the planning of projects and improvements on the state highway system

MINNESOTA GO
50-YEAR VISION

Statewide Multimodal
Transportation Plan



20-Year State
Highway Investment Plan



**10-YEAR CAPITAL HIGHWAY
INVESTMENT PLAN (CHIP)**

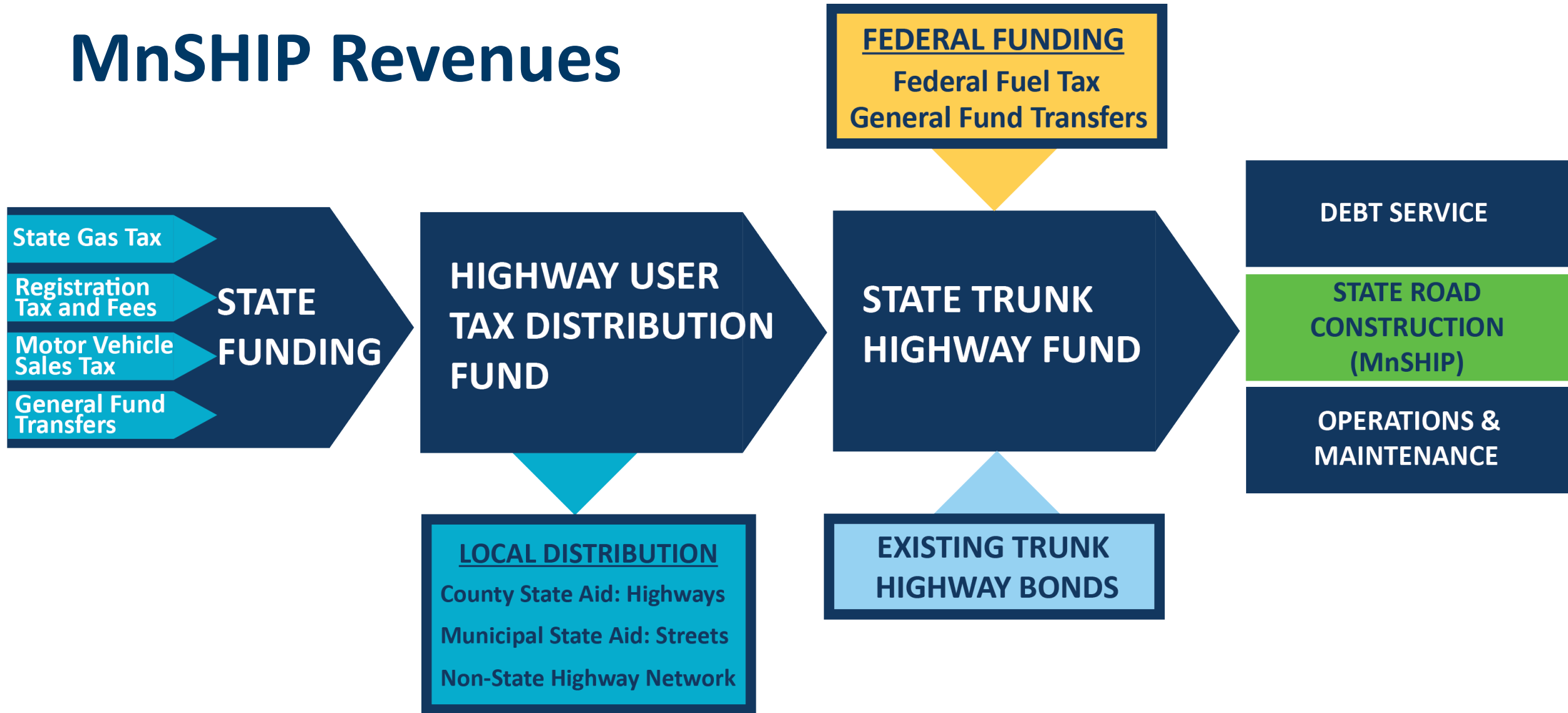
Project planning and development
Updated annually

**4-YEAR STATE
TRANSPORTATION
IMPROVEMENT PROGRAM
(STIP)**

Project design and its program

CONSTRUCTION

MnSHIP Revenues





**How much revenue
is estimated?**

\$30-33 Billion
(2023-2042)



MnSHIP Investment Categories

SYSTEM STEWARDSHIP

Pavement Condition
Bridge Condition
Roadside Infrastructure
Rest Areas

CRITICAL CONNECTIONS

Highway Mobility
Freight
Pedestrian and Bicycle

CLIMATE ACTION

Climate Resilience

TRANSPORTATION SAFETY

Transportation Safety
Advancing Technology

HEALTHY EQUITABLE COMMUNITIES

Local Partnerships
Main Streets/Urban Pavements

1st Public Engagement Period

- Ran from mid-July through early October
- Provided an overview on the available funding for the state highway system and context for investment trade-off discussion
- Two main questions
 - What would be your approach to investing in state highways?
 - Preferred approach – Short survey
 - Set a budget – Online highway budget tool
 - What types of improvements are most important?



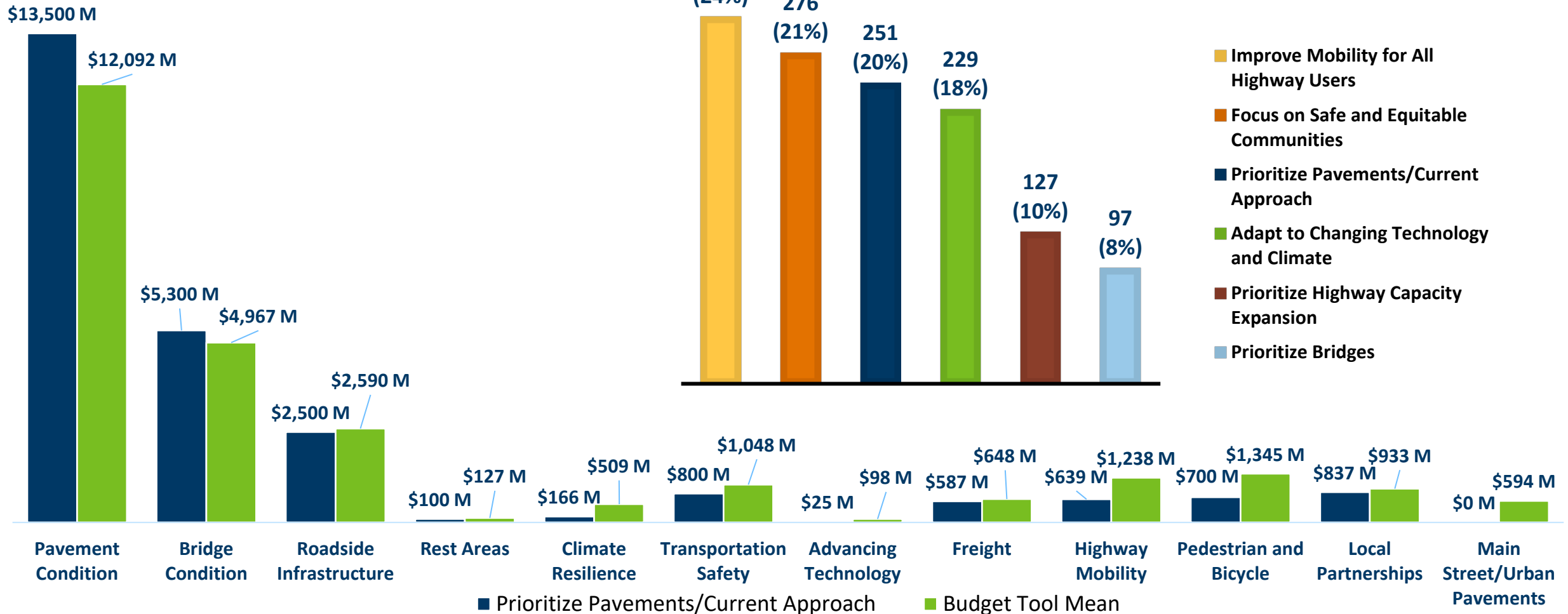
Public and Stakeholder Engagement

OVER 2,600 TOTAL RESPONSES!!!

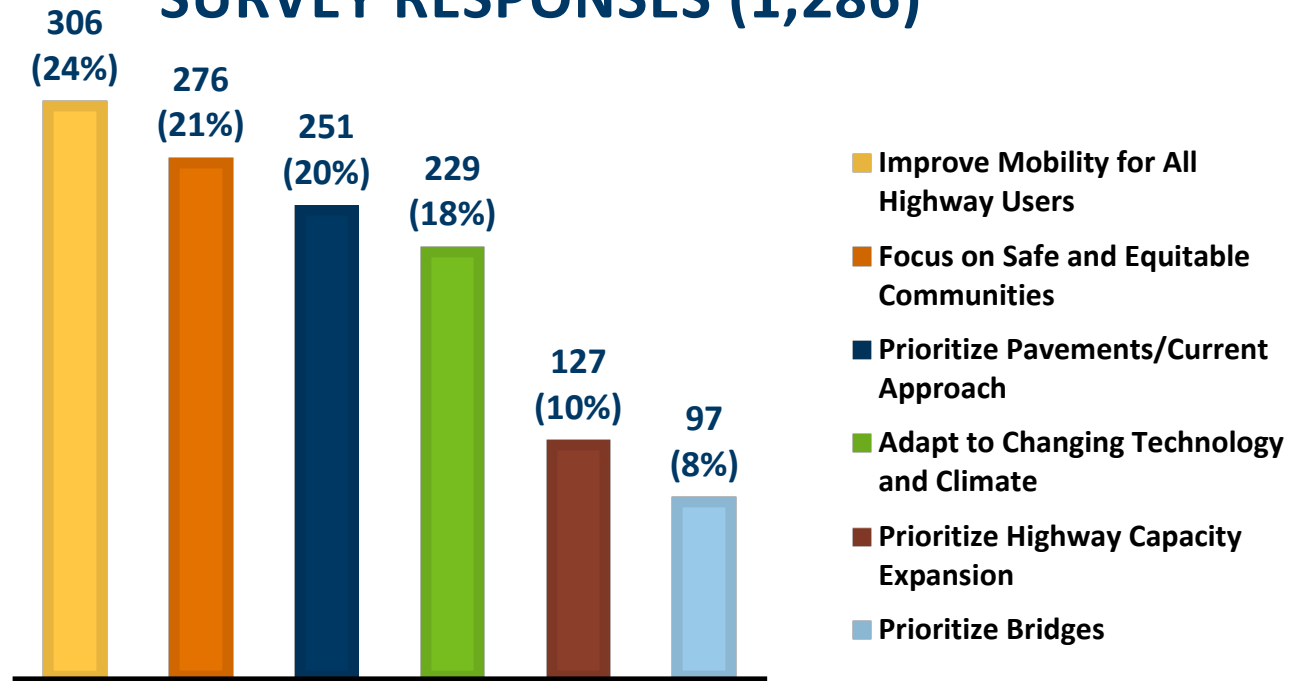
- **Online engagement(1,110 responses)**
 - Highway budget tool (www.minnesotago.org/investment/)
 - Spread the word through presentations/briefings, community-based media ad buys and social media posts/boosts
- **Stakeholder engagement (353 responses)**
 - Email updates and presentations/briefings with MPOs, RDOs, ATPs, AMC, MPCA, and others
 - Collected responses through Menti survey during presentations
- **Community engagement (985 responses)**
 - Attended 17 community events (targeting culturally diverse events) and materials at 2 additional county fairs
 - Partnering with 4 community-based organizations in boosting responses and participation
- **Internal engagement (177 responses)**
 - Distributed short survey to internal MnDOT staff to gather feedback and priorities to compare against public and external stakeholder engagement

Engagement Results

ONLINE TOOL RESPONSES (1,110)



SURVEY RESPONSES (1,286)

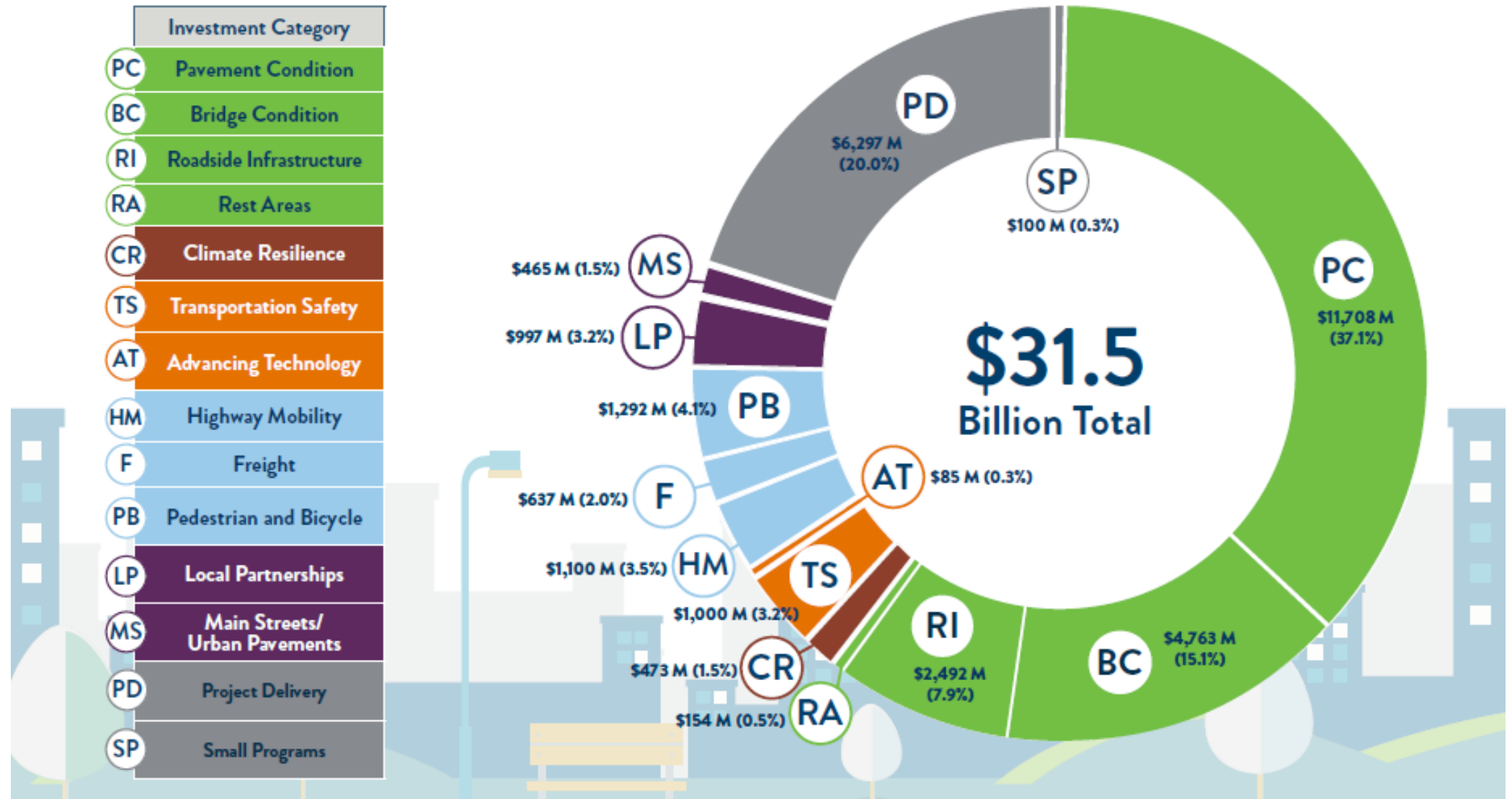


- Improve Mobility for All Highway Users
- Focus on Safe and Equitable Communities
- Prioritize Pavements/Current Approach
- Adapt to Changing Technology and Climate
- Prioritize Highway Capacity Expansion
- Prioritize Bridges

Investment Direction Development

- Based on the average of all responses
 - In-person and stakeholder survey
 - Online budget tool
- Analyzed engagement results by demographic groups (gender identity, race/ethnicity) and geographic location
- Internal MnDOT review and approval

Draft 20-Year Investment Direction - \$31.5 billion



Draft Investment Direction Themes

- Invest to maintain the existing system
- Improve mobility, accessibility, and safety for all
- Begin to adapt to a changing future
- Focus on communities and livability

Invest to Maintain Existing System

~60% of investment towards maintaining the existing system

- Bridge Condition investment increased to manage bridge needs and risks
 - Meeting targets for bridges on National Highway System and nearly meeting targets on non-NHS
- Pavement and other roadside infrastructure outcomes in line with 2017 plan outcomes



Improve Mobility, Accessibility, and Safety for All



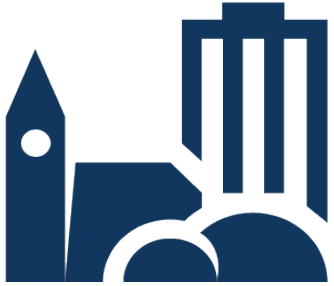
- Increased funding in ADA compliance by 2037
 - Sidewalks, curb ramps, signals
 - (NEW) Pedestrian bridges, multi-use trails, rest areas
- Address pedestrian and bicyclist network gaps and safety improvements (*new non-motorized safety program*)
- Focus on traffic management, localized mobility/safety, and adding E-Z Pass lanes
- Continue investing in freight mobility, safety, first/last mile improvements
- Invest in bus-only shoulders/ramps and improvements around transit stops on state highways

Begin to Adapt to a Changing Future

- Restart flood mitigation program to address 10-12 locations
- Invest in proactive projects to prevent flooding, erosion, and highway weather-related disruptions
- Add or improve green infrastructure along 150-200 miles of state highways like shade trees, rain gardens, native planting and/or natural stormwater filtration systems
- Continue to invest in expanding the fiber network, new traffic cameras, dynamic message signs, and signal connectivity
- Pilot programs to invest in roadway improvements to integrate with changing vehicle technology



Focus on Communities and Livability



- Create program to make up to 100 livability improvements such as:
 - Reuse of under bridge areas for community spaces
 - Better lighting and aesthetics
 - 1-3 smaller cap/stitches to improve connections between communities divided by state highways



- Invest in local priorities and local-led projects on state highways through the Local Partnership Program
- Support economic development opportunities through continued funding of the Transportation Economic Development Program



- Provide funding for urban reconstruction projects to provide more opportunities to address local priorities and concerns
- Set aside \$230 million to leverage funding grants and solicitations outside of MnSHIP funding such as federal RAISE grant program

Give us your feedback!

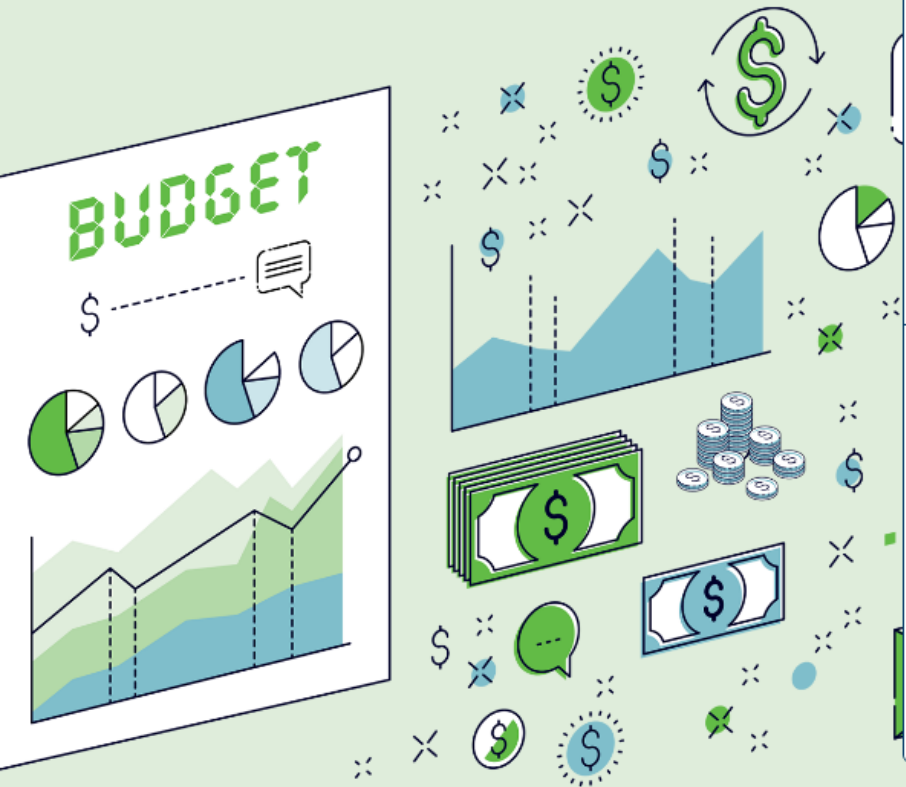
Go to:

www.minnesotago.org/investment/

Highway Budget Tool

m MINNESOTA STATE HIGHWAY INVESTMENT PLAN

Minnesota State Highway Investment Plan



Give us your feedback on Minnesota's state highway system investment

What is Minnesota's state highway system?

Click the map to see which roads make up the state highway system.

How did we come up with our planned investments?

MnDOT completed the first round of public engagement for the [Minnesota State Highway Investment Plan](#) in Fall of 2022. During the first round of public engagement, Minnesota state highway users provided important feedback on how they want to prioritize spending on the state highway system over the next 20 years. MnDOT used that information to develop a draft state highway investment direction. We need your help to finalize the state highway investment direction and tell us how you would spend additional dollars!



Tell us about yourself!

Our goal is to get input from a wide range of people. We are collecting demographic information to identify who we're hearing from. Providing data is optional, however, by answering you will be helping MnDOT understand the needs and preferences of the diverse communities that MnDOT serves. Your responses will not be associated with you, personally.

Age

Are you of Hispanic descent?

What describes your racial/ethnic background?

What best describes how you think of yourself?

Feedback on the draft investment direction

Draft investment direction

Explore the pie chart below to see how we plan to spend our anticipated \$31.5 billion budget on the state highway system over the next 20 years. [Learn more about each investment category.](#)

System Stewardship

- Pavement Condition
- Bridge Condition
- Roadside Infrastructure
- Rest Areas

Climate Action

- Climate Resilience

Transportation Safety

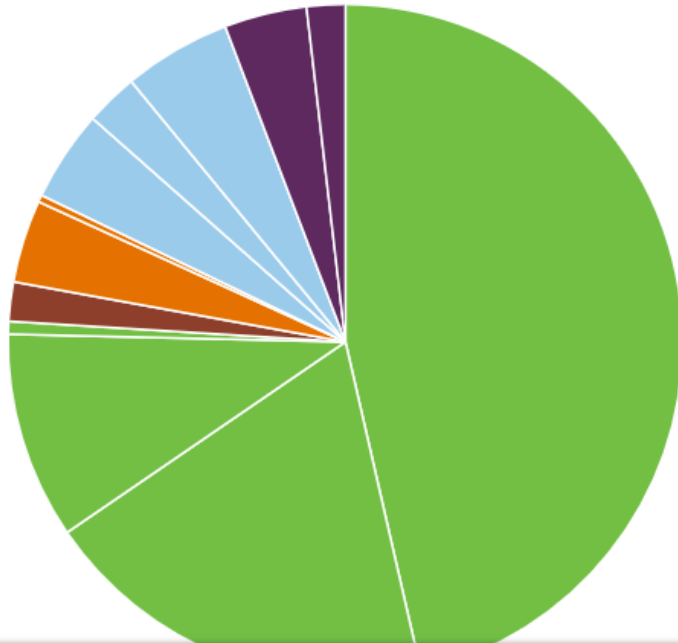
- Transportation Safety
- Advancing Technology

Critical Connections

- Highway Mobility
- Freight
- Pedestrian and Bicycle

Healthy Equitable Communities

- Local Partnerships
- Main Street/Urban Pavements



SHARE YOUR INPUT:

Tell us what you think about the draft investment direction

How do you feel about the draft investment direction?

- I love it
- I like it
- I am lukewarm to it
- I don't like it
- I hate it

Why do you feel this way? What would you adjust?


Anything else you want us to know?

Submit

Tell us your priorities for additional revenue

Increased Revenue Scenario Budget Tool

Pick and choose spending levels for different categories below. You can spend up to \$5.5-6.5 billion. This total is MnDOT's increased revenue scenario.

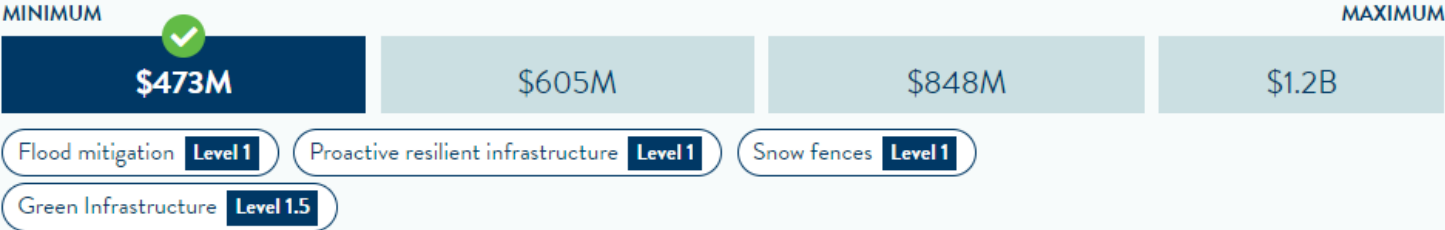

Advancing Technology
[Learn more](#)



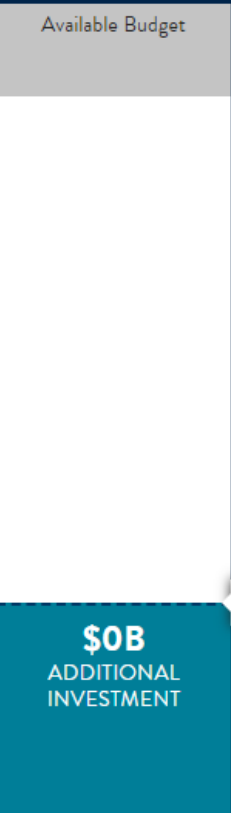

Bridge Condition
[Learn more](#)




Climate Resilience
[Learn more](#)



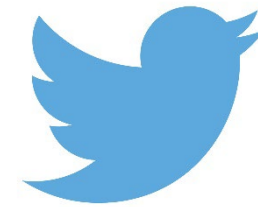
AVAILABLE BUDGET
\$5.5 - 6.5B



\$0.0B

Help us spread the word!

- Share the link to the online investment budgeting tool www.minnesotago.org/investment/
- Follow MnDOT on social media and share MnSHIP posts
- Sign up for e-mail updates
- Request a presentation for your organization



Timeline

- **Now to early May** – 2nd public engagement period
- **Summer 2023** – Compile draft plan and seek public comment
- **Fall 2023** – Adopt final plan

Questions?

Thank you again!

MPO Unified Planning Work Program 2023-2024

| Task | Update | % Completed | Local Adoption | State/ Federal Approval |
|---|--|-------------|----------------|-------------------------|
| Bike & Pedestrian Plan Update | The Bike and Ped committee is reviewing the final draft and public/stakeholder meetings in the month of March. | 92% | June/July 2023 | August 2023 |
| Street & Highway Plan / MTP | East Grand Forks Industrial Park discussion | 50% | Oct./Nov. 2023 | Dec-23 |
| Aerial Imagery | Been given the green light. | 5% | Oct. 2023 | Oct. 2023 |
| ATAC - Planning Support Program | On-going | | | |
| TIP Adoptions and Amendments | On-going | | | |
| ITS Architecture | 2024 Project | | | |
| ATAC - Traffic Counting Program | On-going | | | |
| Land Use Plan | On-going/As needed | | | |
| Future Bridge Discussions/Assistance | On-going/As needed | | | |
| Updating Policy and Procedures/By-Laws | 2023/2024 Project | | | |
| Micro Transit Study | 2024 Project | | | |
| Grand Valley Study | 2023 Project | | | |
| Safe Streets For All (SS4A) Grant | Awarded | | TBD | TBD |
| Smart Grant | Not Awarded | | | |



Cities of
East Grand Forks
& Grand Forks

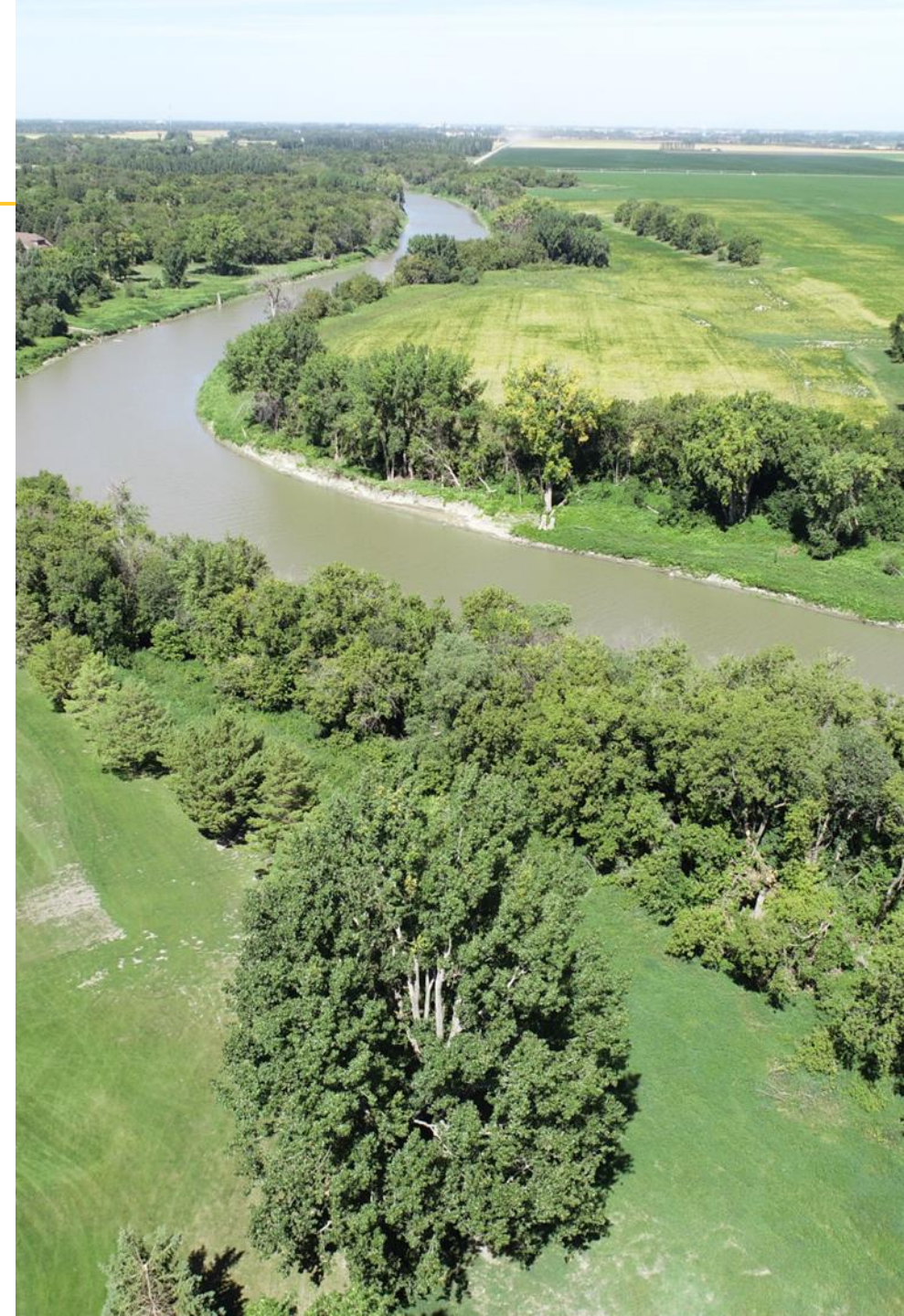
April 7, 2023

PMT #1 RED RIVER CROSSING



Today's Agenda

- Introductions
- Project Overview
- Project Scope of Services
- Project Schedule
- Q & A



Introductions



SRF Project Team

- Ken Holte, Project Manager
- Jamie Bents, Environmental & Agency Coordination
- Josh Maus, Traffic Engineering
- Sam Westlund, Hydraulics & Drainage
- Priyam Saxena, Funding Research & Applications
- Brett Danner, Environmental & Agency Coordination
- Jamison Beisswenger, Structures & Bridge
- Curt Sohn, Scheduling & Cost Estimates



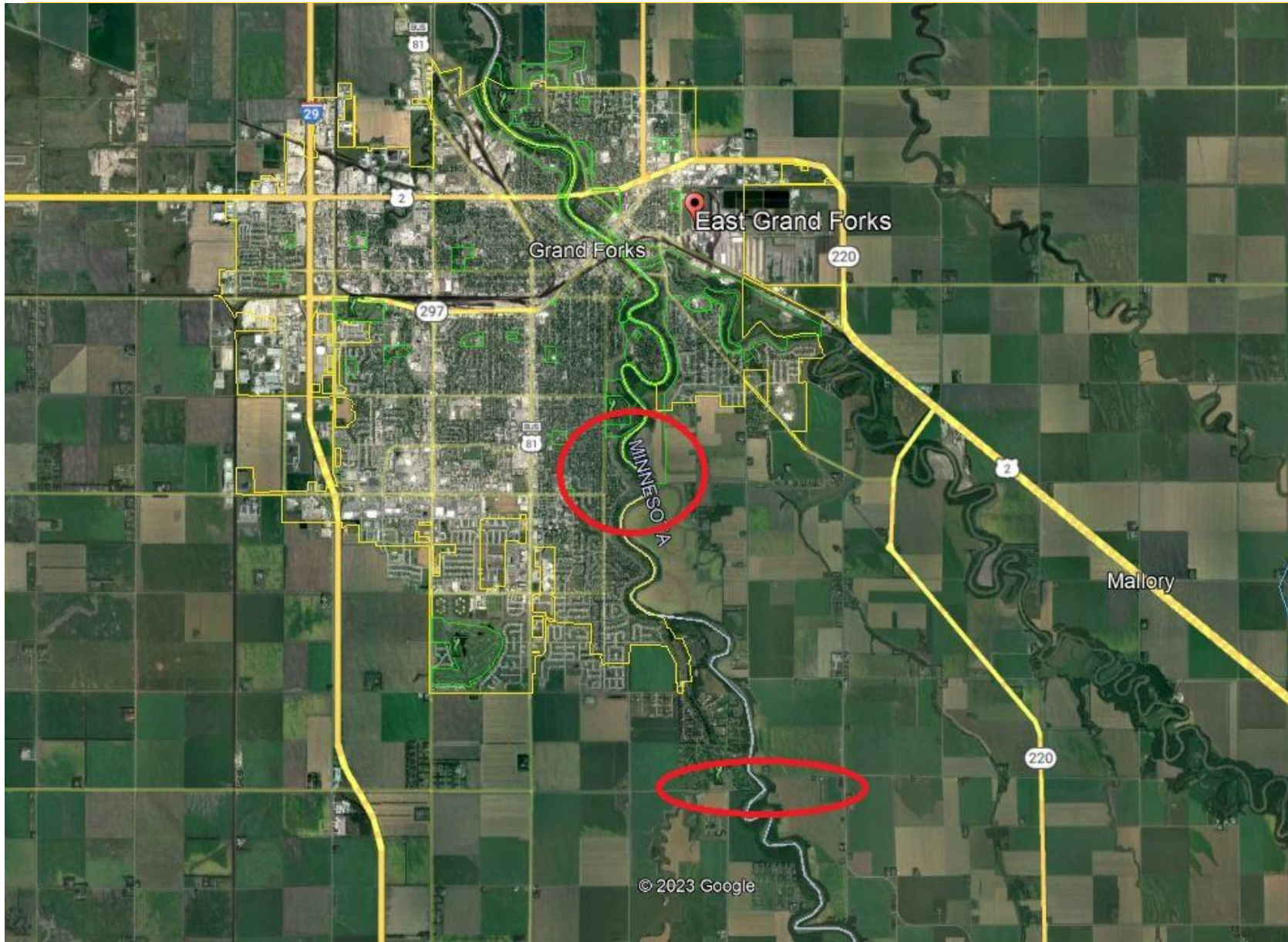
Agency Representatives

- David Murphy, EGF City Administrator
- Brian Larson, EGF City Council
- Tricia Lunski, GF City Council
- David Kuharenko, GF Assistant City Engineer
- Stephanie Halford, GF-EGF MPO Executive Director
- Nick West, GF County Engineer
- Rich Sanders, Polk County Engineer

Project Overview



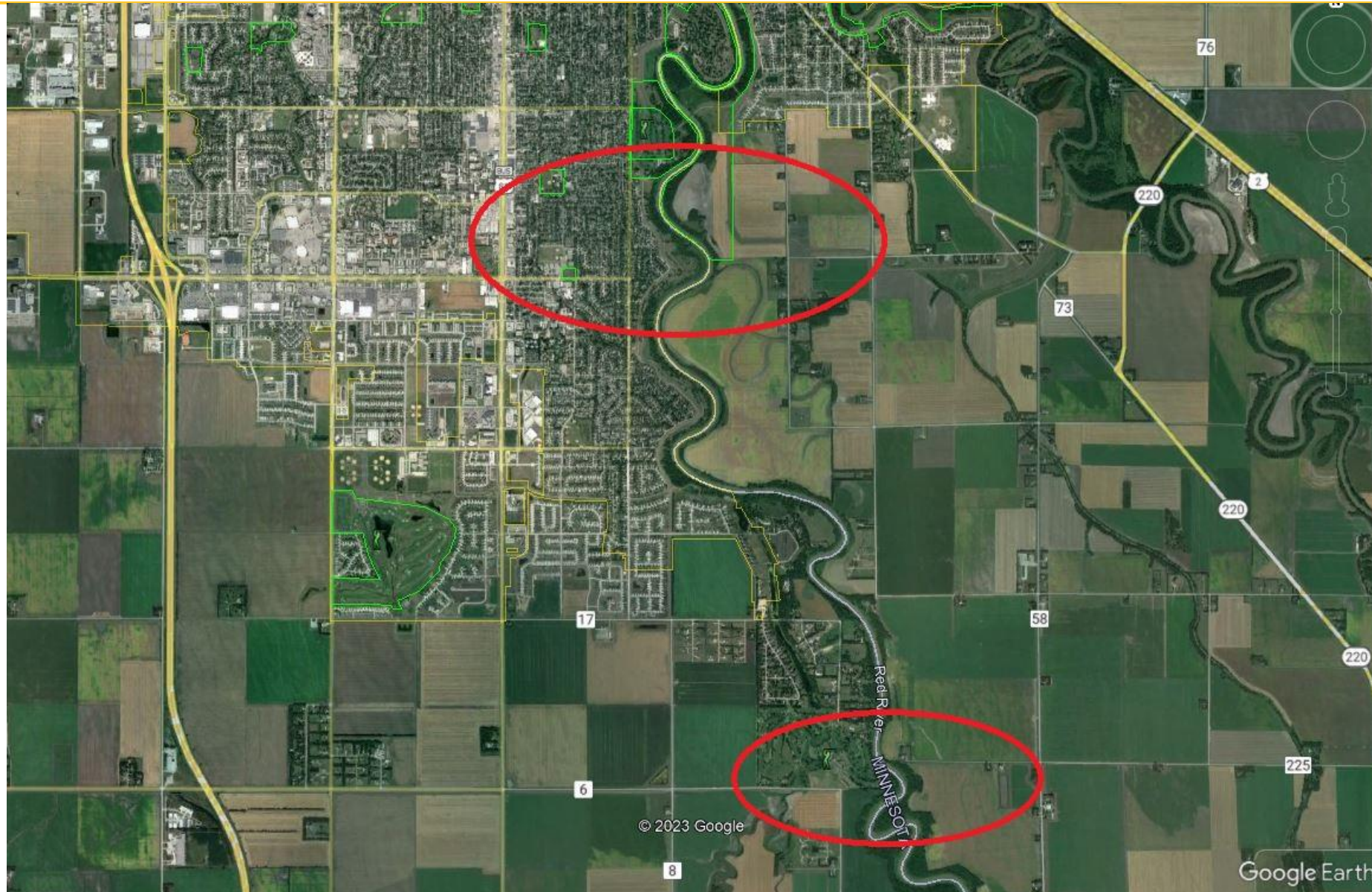
Project Overview



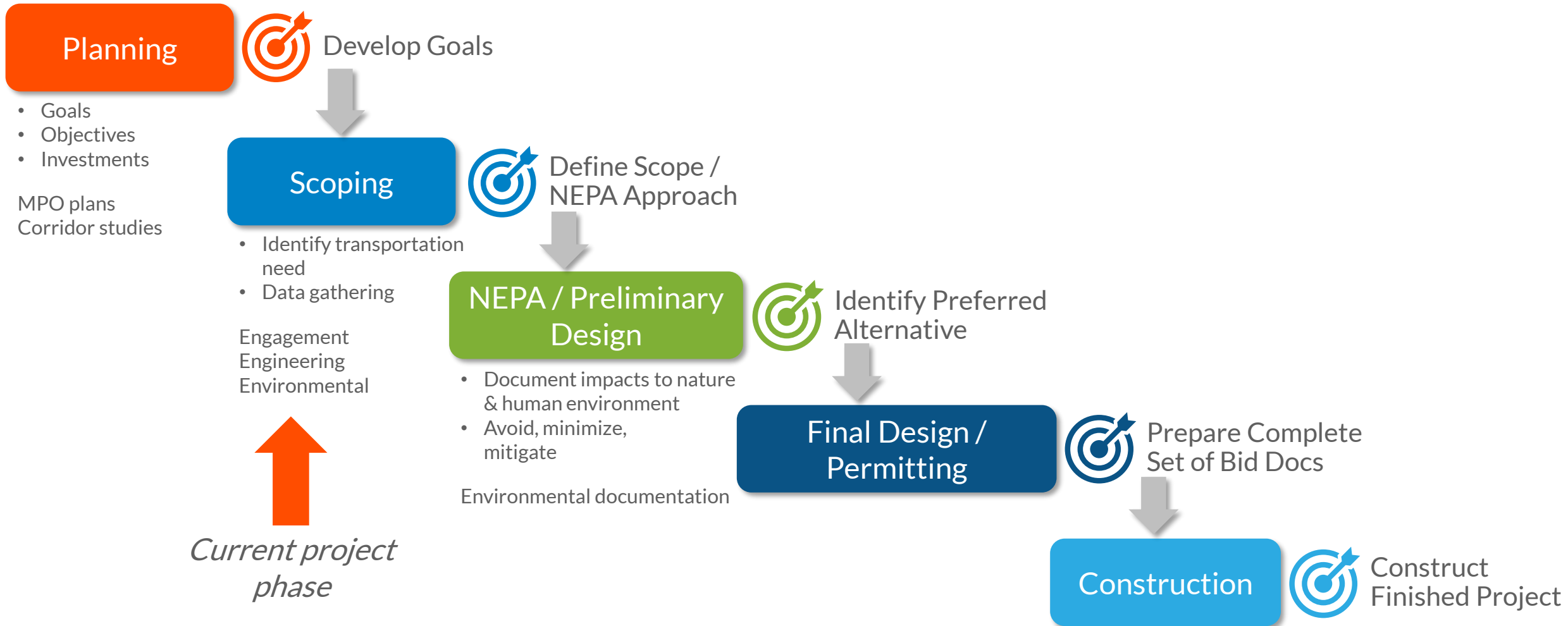
Both cities have identified potential river crossing locations

- 32nd Ave / Elks Drive
- Merrifield Road

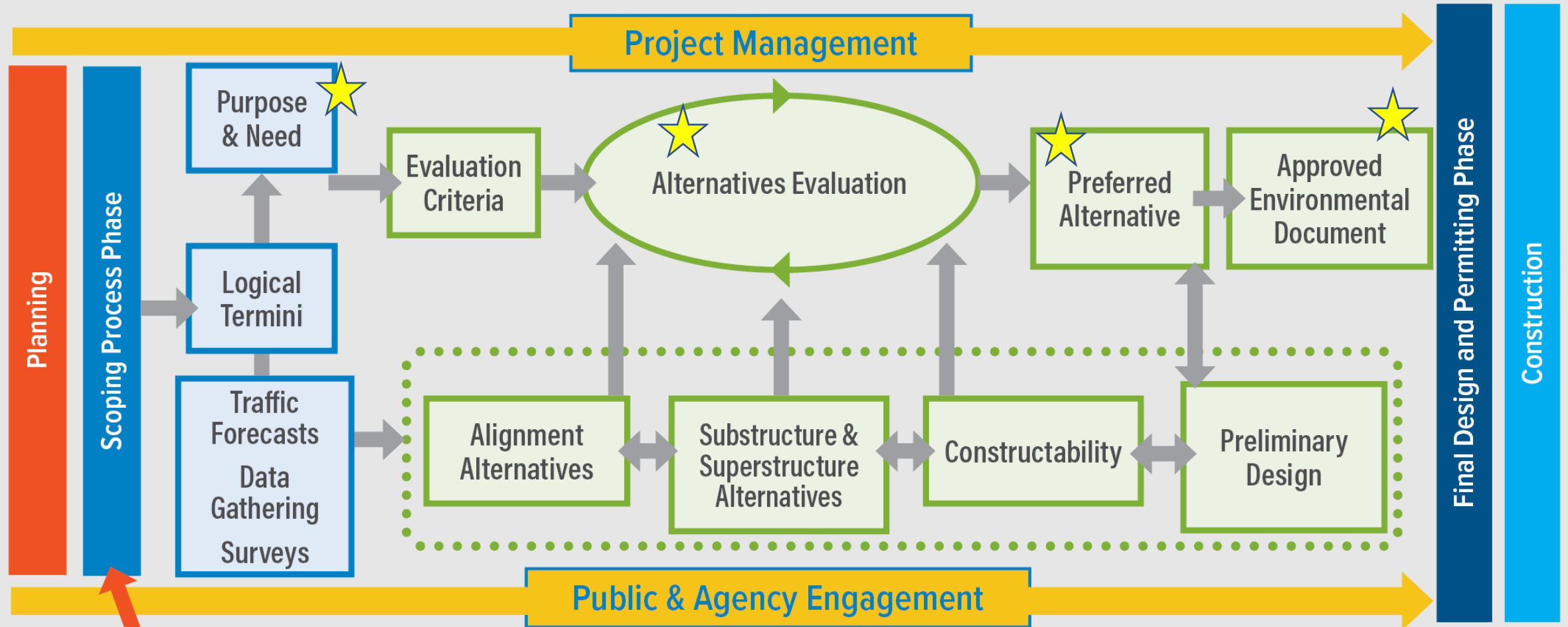
Project Overview



Project Overview



NEPA Process



Current Project Phase

Scope of Services



Task 1: Project Management

- Four virtual meetings
 - Today's Kick-Off meeting
 - Three update meetings
- Two In—Person meetings
 - Meet with each city independently
 - Final recap and project plan for next phase

Needs

- Define PMT members
- Identify agency project numbers for tracking



Task 1: Project Management

Project Name: EGF / GF RED RIVER CROSSING SCOPING PHASE

SRF Invoice No.: 15708.00-1
 Consultant: **SRF Consulting Group, Inc.**
 Subconsultants: WSP
 City of East grand Forks Contract Number:

Initial Contract Budget Amount \$ 151,170.33

Contract Start Date: March 22, 20233

Billing Summary Through Date:



| Task | Initial Contract Budget Amount | Total from Previous Invoice | Current Invoice Amount | Total Billed to Date | Percent Billed of Contract Budget Amount | Remaining Budget Contract Amount | Percent Remaining of Contract Budget Amount | Estimated Percentage Complete of Task | Budget Needed to Complete Task | Estimated Amount Over/Under Budget | Comments (Task efforts this month) |
|--|--------------------------------|-----------------------------|------------------------|----------------------|--|----------------------------------|---|---------------------------------------|--------------------------------|------------------------------------|------------------------------------|
| 1.0 - Project Management | \$ 48,061.00 | \$ - | \$ - | \$ - | 0.0% | \$ 48,061.00 | 100.0% | 0% | \$ 48,061.00 | \$ - | |
| 2.0 - Review Existing Previously Completed Studies | \$ 16,151.00 | \$ - | \$ - | \$ - | 0.0% | \$ 16,151.00 | 100.0% | 0% | \$ 16,151.00 | \$ - | |
| 3.0 - Identify Regulatory Agencies that have Jurisdiction over the project | \$ 2,254.00 | \$ - | \$ - | \$ - | 0.0% | \$ 2,254.00 | 100.0% | 0% | \$ 2,254.00 | \$ - | |
| 4.0 - Coordinate with MnDOT / NDDOT and other agencies | \$ 13,682.00 | \$ - | \$ - | \$ - | 0.0% | \$ 13,682.00 | 100.0% | 0% | \$ 13,682.00 | \$ - | |
| 5.0 - Develop an Outline of the PEL Study Proccess | \$ 689.00 | \$ - | \$ - | \$ - | 0.0% | \$ 689.00 | 100.0% | 0% | \$ 689.00 | \$ - | |
| 6.0 - Develop a Schedule for the PEL study Phase | \$ 7,112.00 | \$ - | \$ - | \$ - | 0.0% | \$ 7,112.00 | 100.0% | 0% | \$ 7,112.00 | \$ - | |
| 7.0 - Develop an Estimate of Professional Serviesfor the PEL Study Phase | \$ 23,412.00 | \$ - | \$ - | \$ - | 0.0% | \$ 23,412.00 | 100.0% | 0% | \$ 23,412.00 | \$ - | |
| 8.0 - Research and Develop a List of Potentiasl Funding Sources | \$ 3,830.00 | \$ - | \$ - | \$ - | 0.0% | \$ 3,830.00 | 100.0% | 0% | \$ 3,830.00 | \$ - | |
| Subconsultant Fee (WSP) | \$ 33,786.83 | \$ - | \$ - | \$ - | | \$ 33,786.83 | | 0% | \$ 33,786.83 | \$ - | |
| Expenses - SRF | \$ 2,192.50 | \$ - | \$ - | \$ - | 0.0% | \$ 2,192.50 | 100.0% | 0% | \$ 2,192.50 | \$ - | |
| Totals: | \$ 151,170.33 | \$ - | \$ - | \$ - | 0.0% | \$ 151,170.33 | 100.0% | 0% | \$ 151,170.33 | \$ - | |

Page 1

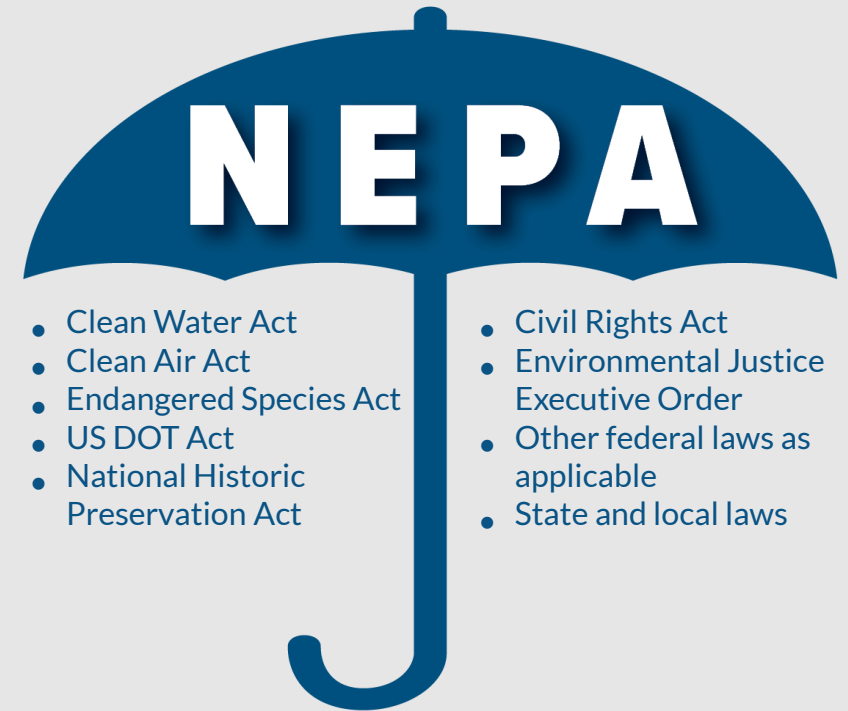
Task 2: Review Previous Studies

- 2018 Metropolitan Transportation. This would be part of the ATAC coordination.
- 2045 Street / Highway Plan Update River Crossing Alternatives Analysis memo (2018)
- Hydraulic Analysis of South End Red River Bridge (2020)
- Future Bridge Impact Study (2022)
- Roadway as-built / record plans
- Flood wall information and design details
- Land Use Mapping
- ATAC TDM
- Merrifield Road Red River Bridge Feasibility Study (2005)
- Merrifield Road / I-29 Interchange Justification Report (2002)

Task 3: Identify Regulatory Agencies

- NEPA must involve agencies with a federal interest
- Multiple agencies with federal interest in the bridge
- NEPA cooperating agencies

Agency coordination in PEL sets up our key agency approvals for NEPA and permitting



Task 4: Coordinate with DOTs

- Five virtual meetings
 - Cities / DOTs
 - Cities / DOTs with FHWA
 - Cities / DOTs / FHWA with USACE
 - Cities / DOTs with MnDNR and ND DWR
 - Outreach to USCG thru MnDOT Bridge Office

Primary outcome is to define the PEL Study process and methodologies required by regulatory agencies





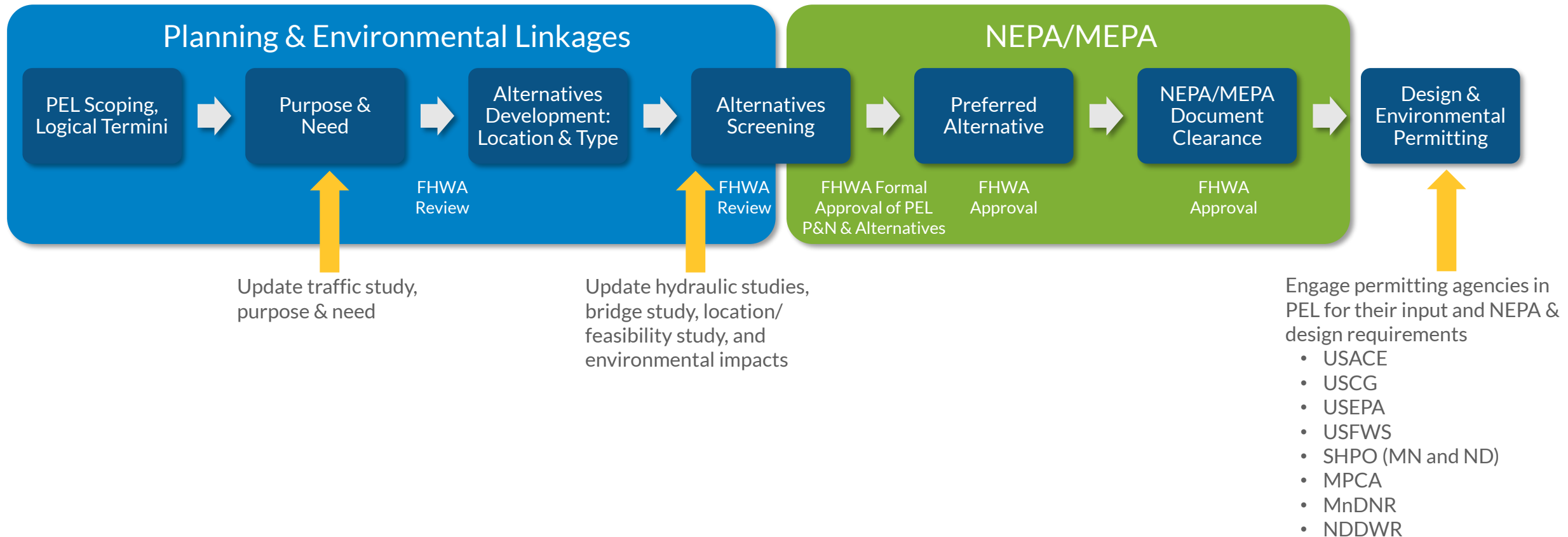
Task 5: Develop outline of PEL Process

- Commonly used for FHWA projects across the country
- PEL benefits:
 - NEPA-ready documentation (no rework!)
 - Scope NEPA
 - Meet NEPA timeframes
 - Public and stakeholder engagement

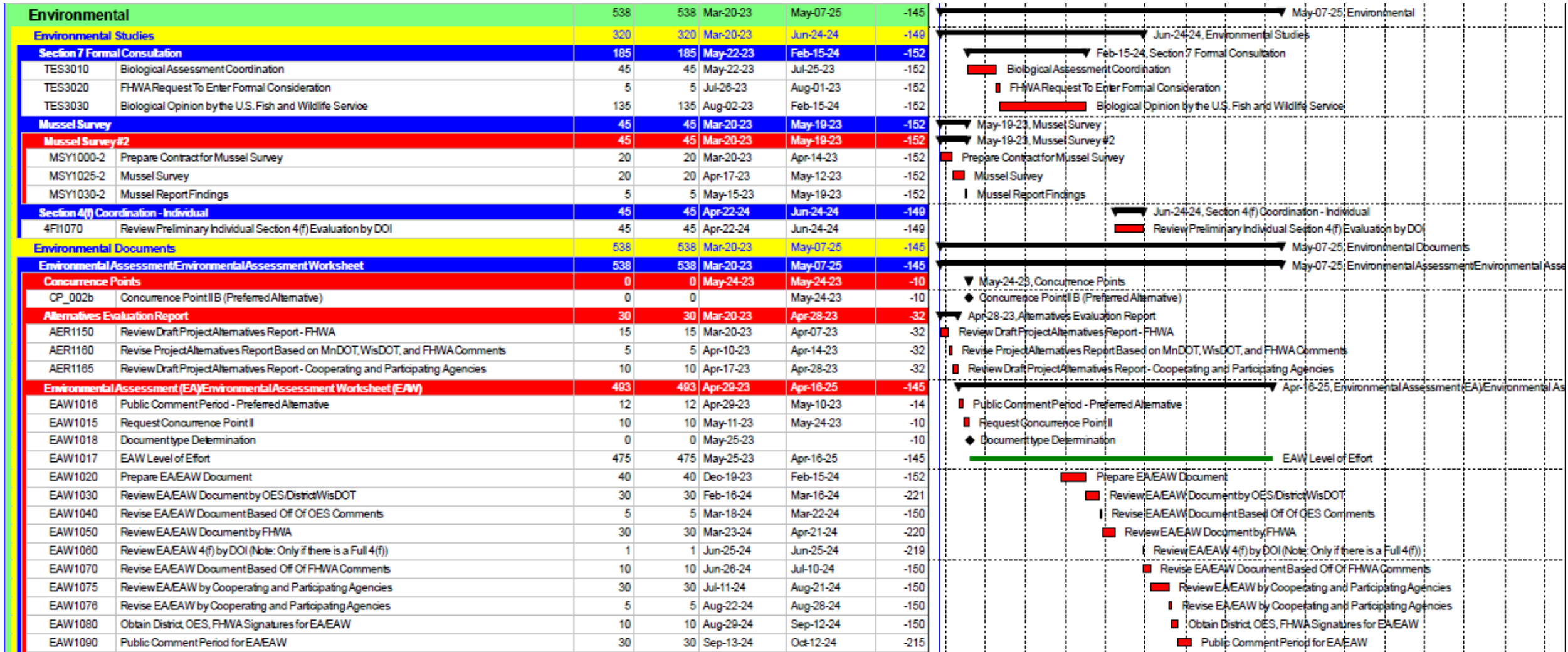
Project work outside PEL or NEPA must be updated in NEPA!

Task 5: Develop outline of PEL Process

Public and Stakeholder Engagement; Agency and Tribal Coordination



Task 6: Develop Schedule for PEL Study Phase



Task 7: Develop Scope of Work for PEL study Phase

- Build upon information and direction received from regulatory agencies
- Define major work tasks
- Define deliverables needed
- Identify addition sub consultants / Specialty Services
- Coordinate with schedule development



Task 8: Develop list of Funding Sources

- Typically, no single grant will cover the entire cost
 - Understanding local match
- Process to potential funding plan
 - Project planning grants
 - Project construction grants
- Each funding/grant program will have different criteria, timing, requirements, etc.
 - Conduct a grant feasibility study
 - Create a funding plan = “Roadmap to Success”
- Availability of funds



Project Funding

- Before NEPA can be approved by FHWA:
 - ✓ Funding for a future phase of the bridge project must be in place
 - ✓ Project must be listed in fiscally constrained Transportation Improvement Program (TIP)





Schedule



Scoping Phase Schedule

| EGF / GF Red River Crossng Scoping Phase | | 2023 | | | | | | | | | |
|---|-----------|------|-----------|------|------|-----------|------|-----|-----------|---|--|
| Task | Q1 Mar | Apr | Q2 May | June | July | Q3 Aug | Sept | Oct | Q4 Nov | | |
| 1 Project Management | NTP ● | ▲ | | ▲▲ | ▲ | ▲ | | ▲ | | ▲ | |
| 2 Review existing previously completed studies. | | ■ | ■ | ■ | ■ | ▲ | | | | | |
| 3 Identify regulatory agencies that have jurisdiction over the project. | | | ■ | ■ | | | | | | | |
| 4 Coordinate with MnDOT/NDDOT and other agencies | | | | ▲ | ▲ | ▲ | ▲ | ▲ | | | |
| 5 Develop an outline of PEL study process | | | | | | | ■ | ■ | ■ | | |
| 6 Develop a schedule for the PEL Study phase | | | | | | ■ | ■ | ■ | ■ | | |
| 7 Develop an estimate of professional services for PEL Phase | | | | | | ■ | ■ | ■ | ■ | | |
| 8 Research and develop a list of potential funding sources | | ■ | ■ | ▲ | | | | | | | |

 In-person meeting
 Virtual meeting

An aerial photograph showing a wide river meandering through a lush, green forest. The river is light brown and reflects the sky. The forest is dense with various shades of green. In the background, there are patches of agricultural fields, some brown and some green, and a few buildings. The overall scene is a mix of natural and human-made landscapes.

Questions?