



## MEMORANDUM

### Highway Department

Jason Benson, P.E.  
County Engineer

Thomas B. Soucy, P.E.  
Deputy County Engineer

Blaine Laaveg  
Superintendent

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer

DATE: May 10, 2021

SUBJECT: Agenda Item for May 17, 2021 Commission Meeting: ND Parks and Recreation Department Recreation Trails Application for Construction of a Shared Use Path Project along Cass Highway 11 in Mapleton

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The City of Mapleton has sent an application ND Parks and Recreation Department Recreation Trails Program and is requesting Cass County cost share for a Shared Use Path Project along Cass Highway 11. This application is for constructing a 0.6-mile shared use path along Cass Highway 11 from the existing path at Carl Olsen Drive south to Sunset Drive (just north of I-94).

The existing shared use path was completed down to Carl Olsen Drive in 2010. This new project is needed with the new development and residential growth along this corridor. This project will complete the shared use path network from just north of I-94 to the north end of Mapleton. This path will also provide safe routes for pedestrians and bikes travelling from new housing on the west side of Cass 11 to new retail development on the east side of Cass 11, as well as kids travelling to the Mapleton Elementary School.

The total project cost for this path is 620,000. This grant application is for \$200,000, leaving \$420,000 in local funding. The City of Mapleton is requesting a 50:50 cost share with Cass County for the local share, for a cost to Cass County of \$210,000. This project is expected to be constructed in either 2022 or 2023. If approved by the Commission, the Cass County Highway Department would allocate \$210,000 in the 2022 Road Budget.

**SUGGESTED MOTION:** Authorize chair to sign the ND Parks and Recreation Department Recreation Trails Application for Construction of a Shared Use Path Project along Cass Highway 11 in Mapleton and agree to cost share \$210,000 with the City of Mapleton for the Construction of the Path.

1201 Main Avenue West  
West Fargo, North Dakota  
58078-1301

701-298-2370  
Fax: 701-298-2395

# City of Mapleton, North Dakota

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## *Sidewalk Improvement District No. 2021-1*

### *County Highway 11 Shared-Use Path*

#### *Engineer's Report*

Prepared By:

This document was originally issued and sealed by Anthony J. Sommerfeld Registration No. PE-#, on \_\_\_/\_\_\_/2021 and the original document is stored at Moore Engineering, Inc., West Fargo, N.D.



**moore**  
engineering, inc.

mooreengineeringinc.com

April, 2021  
Project No. 21368

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### Appendix A: Maps & Exhibits

- Shared-Use Path Network Map
- Shared-Use Path Concept Plans
- Draft Memorandum of Agreement – Cass County & City of Mapleton

### Appendix B: Meeting Minutes

- Cass County Highway Department – September 1st, 2020
- City Public Works Committee – September 3rd, 2020
- City Public Works Committee – November 17th, 2020
- Cass County Highway Department – December 3rd, 2020
- City Public Works Committee – January 20th, 2021

### Appendix C: Preliminary Cost Estimate

- Preliminary Engineer's Opinion of Probable Cost – Study

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## **INTRODUCTION**

The purpose of this project is to install new City of Mapleton (“City”) infrastructure (“Improvements”) to extend pedestrian shared-use paths along County Highway 11 connecting residents of Ashmoor Glen 1<sup>st</sup> Addition to the City shared-use path network.

The Engineer’s Report will establish the general nature of project, purpose and feasibility of the proposed Improvements as well as to estimate the probable costs of the Improvements. Additionally, this report will discuss the existing City infrastructure and condition of the right-of-way, the need for the Improvements, Improvement alternatives considered, and recommendations for City Improvements.

### **1. EXISTING CONDITIONS**

The existing right-of-way for the proposed improvements is owned and maintained by the Cass County Highway Department. The existing County Highway 11 between Sunrise Drive/Carl Olsen Street and Sunset Drive is in good condition, with the County Highway Department not planning to do improvements on this segment of roadway in the near future. The existing roadway section is a rural 38’ asphalt rural roadway with 12’-wide striped driving lanes and 7’-wide shoulders. The drainage ditches adjacent to the roadway have minimal drainage resulting standing water and ground being soft for extended periods of time after rainfall creating areas of tall grasses difficult to maintain and making drainage worse for future rainfall events.

The City has shared-use paths along County Highway 11 north of Sunrise Drive/Carl Olsen Street and west/east along Sunrise Drive/Carl Olsen Street. This shared-use path connects to residential developments, parks, school and other locations in the City, see Appendix A: Shared-Use Path Network Map.

Additionally, there is an existing aggregate approach going to a sanitary sewer lift station on the west side of the County Highway 11.



County Highway 11 Roadway Section looking North



Striped Pedestrian Shoulder looking South



County Highway 11 Existing Shared-Use Path looking South



Tall vegetation adjacent to Lindsey Court



Minimal drainage with soft soils North of Sunset Drive



Standing water South of existing Lift Station looking South



Existing aggregate approach for Lift Station



Existing Lift Station

## 2. NEED FOR PROJECT

Additional commercial growth is occurring in the Highway Commercial District along Knutson Street along with new residential homes in the Ashmoor Glen and Meridian Grove developments. This

increased development in commercial and residential property has increased traffic on County Highway 11 creating a safety concern for pedestrian traffic traveling between Sunrise Drive/Carl Olsen Street and Sunset Drive.



Pedestrians using County Highway 11 shoulder



Commercial Development concept along County Highway 11

### 3. ALTERNATIVES CONSIDERED

The Cass County Highway Department and City Public Works Committee met separately with Moore Engineering several times and evaluated multiple alternatives for the County Highway 11 shared-use path during the Fall 2020 and Winter 2021. Several design considerations and features were discussed at these meetings and can be found in the meeting minutes located in Appendix B. Significant discussion revolved around the location for pedestrians to cross Highway 11 near Knutson Street and Sunset Drive. These meetings resulted in the two final alternatives being considered for the County Highway 11 pedestrian crossing.

#### **3.1. Alternate 1 – Sunset Drive Pedestrian Crossing**

This alternate includes a pedestrian crosswalk on the north side of Sunset Drive. This crosswalk location would service the existing business and be the most southern crosswalk of the shared-use path network until future development occurs south of Interstate 94.

#### **3.2. Alternate 2 – Knutson Street Pedestrian Crossing**

This alternate includes a pedestrian crosswalk on the north side of Knutson Street. This crosswalk location would not directly service any businesses in the short term, however with the commercial development happening it is anticipated this would be utilized more in the future.

### 4. EVALUATION OF ALTERNATIVES

After evaluating the two alternatives with Cass County Highway Department and City Public Works Committee, Alternate 1 was requested by the City Public Works Committee and accepted by the Cass County Highway Department. While Alternate 1 would cross a turn lane for Knutson Street, it meets the

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needs of pedestrian traffic now. Alternate 2 can be evaluated and added in the future as additional development occurs in the commercial district.

## **5. PROPOSED IMPROVEMENTS**

The proposed improvements will include a shared-use path on both sides of the highway, concrete driveway for existing sanitary sewer lift station, drainage improvements and landscaping consisting of new trees as shown in Appendix A: Shared-Use Path Concept Plans. Additional information relating to these specific improvements are as follows:

### ***5.1. Shared-Use Path, Sidewalks & Driveway Improvements***

The proposed shared-use path will be 10' wide and 5" thick reinforced concrete and aligned on the east and west sides of County Highway 11, located approximately 10'-20' from the property line. The path would terminate at Lindsey Court and a new bikeway would be striped to connect the shared-use path network to Sunrise Drive. At Sunset Drive, the shared-use path will be continued west connecting to the existing bikeway on the west side of the existing roadway tapers.

On the south end of Lindsey Court, a 4' wide and 4" thick reinforced concrete sidewalk would be extended around the cul-de-sac to complete the sidewalk in this area. Due to existing drainage from the roadway flowing to the pond over the surface, the existing concrete drainage apron would be removed. See replacement plan in storm sewer improvements. By removing this surface drainage flowing over the proposed sidewalk, it will increase safety by reducing slip hazards and potential debris settlement. The existing 4' wide crosswalk on the west side of the intersection of Lindsey Court and Sunrise Drive will be removed and replaced with a new 10' wide shared-use path crossing on the west side of the intersection of Sunset Drive and County Highway 11. This will provide a safer crossing where vehicles will be stopped at the stop bar.

The proposed driveway for the sanitary sewer lift station will be 16' wide and 8" thick reinforced concrete. The new driveway will improve access, create a safer and more stable working condition while doing maintenance, and decreased driveway maintenance and potential track-out of debris onto the highway after rainfall events.

### ***5.2. Grading and Storm Sewer Improvements***

The proposed grading and storm sewer infrastructure in the ditch on the west side of County Highway 11 will consist of new fill material creating positive drainage in the ditches with new storm sewer pipe and drainage structures collecting water and discharging to the existing pond in Ashmoor Glen development. The storm sewer improvements will reduce existing standing water in the ditch, allowing these areas to be maintained and reducing mosquito populations to create a more pedestrian friendly facility.

The existing concrete drainage apron/outfall from the cul-de-sac will be removed and replaced with new curb and gutter and storm sewer inlet discharging directly into the pond to eliminate drainage

going over the proposed sidewalk. The boulevard in this area will be regraded to replicate a typical boulevard draining toward the street and creating a safer pedestrian walk-way.



Lindsey Court Drainage Apron

### ***5.3. Signing and Lighting Improvements***

The proposed crosswalks at County Highway 11 will include pedestrian crosswalk systems to alert vehicular traffic of the crosswalk location and creating a safer crosswalk. The existing crosswalk at Sunrise Drive/Carl Olson Street and County Highway 11 will be removed and replaced with the new system. The exact crosswalk system was not determined during the study, however a feature with a brighter blinking light is desired. The exact system would be determined during the design phase.

Additionally, the crosswalks at both Sunrise Drive and Sunset Drive will need to be evaluated during the design phase for lighting of crosswalks. This could include new light poles installed along the roadway by Otter Tail Power Company or including a light with a pedestrian crossing system.



Sunrise Drive / Carl Olson Street Existing Pedestrian Crossing System



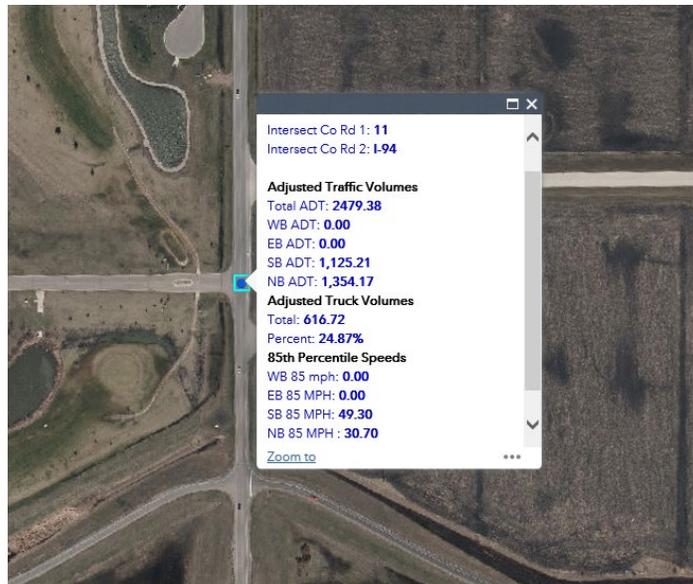
Potential Pedestrian Crossing System



Integrated lighting with Pedestrian Crossing System

#### 5.4. Speed Limit Reduction

During the study, a reduced speed from 40 mph to 25 mph was requested by the City Public Works Committee from I-94 northbound through town and southbound to Sunset Drive. A decision on the speed was not determined during the Study and will need to be discussed with the City and County during the design phase. The Cass County Highway Department has provided data from 2017 traffic counts showing the 85<sup>th</sup> percentile speed on this road being 49.30 mph for southbound vehicles and 30.70 mph for northbound vehicles.



2017 Traffic Count Data from County

## 6. RIGHT-OF-WAY

All improvements are shown in existing City of Mapleton or Cass County right-of-ways with no additional right-of-way needed for improvements. The City will need to coordinate with Cass County to establish a Memorandum of Agreement for ownership and maintenance of the new shared-use paths. A draft of this agreement has been provided by the Cass County Highway Department and can be found in Appendix A.

Coordination will be required with property owners to remove private property from right-of-ways as needed for proposed improvements. Potential conflicts exist with the City's Welcome Sign, Ashmoor Glen development signs and Hagge's Bar & Grill monument sign.



City Welcome Sign



Ashmoor Glen Development Sign (Sunset Drive)



Ashmoor Glen Development Sign (Sunrise Drive)



Hagge's Bar & Grill Monument Sign

## 7. ENVIRONMENTAL REVIEW

Solicitation of View (SOV) letters were sent on March 11, 2021 to the following state and federal agencies: ND Department of Environmental Quality (DEQ), ND Game and Fish, ND Department of Transportation (NDDOT), ND Parks and Recreation Department, ND Water Commission, ND State Historic Preservation Office, USDA Natural Resources Conservation Service, and US Army Corps of Engineers. Responses were received from all of the agencies, which provided information for environmental review of the project. The SOV response letters can be found in Appendix C.

Project construction has the potential to cause soil erosion and sediment loss. Best management practices (BMPs), such as silt fences and seeding to revegetate exposed areas, will be used to minimize the potential for erosion and sedimentation. Stormwater runoff may also occur which could carry soil and other pollutants to nearby drainages. In this case, stormwater runoff would likely flow into the constructed stormwater pond on the west side of County Road 11 (CR 11) or into nearby road ditches. BMPs will help minimize potential impacts from stormwater. Additionally, projects disturbing one acre or more require a stormwater permit from the NDDEQ. Construction also has the potential to impact wetlands that may be present along the CR 11. A wetland delineation and subsequent USACE jurisdictional determination have not been completed for the project, and therefore, potential impacts to wetlands have not been quantified. If there are impacts from the project to USACE jurisdictional

wetlands, as regulated under Section 404 of the Clean Water Act, a Section 404 permit and mitigation will be required. The project is located in a mapped floodplain, Zone A, which will require a permit for construction from the local Floodplain Administrator.

The project occurs in an urbanized and developing area, and therefore, minimal if any suitable wildlife habitat exists near the project. The US Fish and Wildlife Service Information, Planning, and Consultation (IPaC) System was reviewed for the project area. The results of the IPaC identified the northern long-eared bat (NLEB) (threatened) and whooping crane (endangered) as species potentially affected by the project, which is located outside of the primary whooping crane migratory corridor. Project construction does not include tree removal or utility modifications, and therefore, impacts to the NLEB and whooping crane are not anticipated. There is no designated critical habitat in the project area. There are several migratory birds identified for the project area, but due to the lack of habitat, impacts to birds is not anticipated.

Based on the SOVs, IPaC and environmental review, project construction will not result in adverse environmental impacts. Permits and mitigation measures are summarized below.

## 8. PERMITS

Entity	Permit Type	Permit Purpose	Potential Mitigation
City of Mapleton	Floodplain Development Permit	Non-structural development (e.g., placement of fill) in Zone A	None anticipated
Cass County	Highway Permit	Work within CR 11 right-of-way	None anticipated
NDDEQ	Stormwater Permit	Disturbance of one acre or more	Implementation of BMPs
USACE	Section 404 Nationwide Permit	Potential jurisdictional wetland impacts	Ducks Unlimited (DU) In Lieu Fee for wetland mitigation bank credits

## 9. UTILITIES

No utility locates were done during the study phase and will need to be evaluated during design. The east side of County Highway 11 has overhead power and it is anticipated that underground private infrastructure (i.e. dry utilities) will be located on both sides of highway. The shared-use path will be aligned to avoid overhead power poles. Storm sewer infrastructure will be evaluated and coordinated with utility companies during design to avoid conflicts.



Overhead Power Poles looking south



Power Pole and guy wires south of Knutson Street

## 10. IMPROVEMENT COSTS AND PROJECT FUNDING

The total project cost for Concept Plan with Alternate 1 is estimated to be \$620,000.00. A detailed Engineer’s Opinion of Probable Cost can be found in Appendix C. The proposed project funding based on direction provided by the City’s Finance Committee meeting on January 27, 2021 is anticipated to consist of multiple sources. Below shows the various funding sources and anticipated project participation:

- Federal/State grant funding (Recreational Trails Program or Transportation Alternatives Program)
- Tax Increment Financing (TIF) Funds from the commercial district for improvements on east side of County Highway 11
- 50% Cost-share from Cass County for Local Costs after grants
- Sales Tax and funds on-hand for remaining Local Cost

<u>Project Funding Summary</u>		<u>City of Mapleton Funding Summary</u>	
Grant Funding	\$200,000.00	TIF District	\$100,000
Cass County	\$210,000.00	Sales Tax and Cash	\$110,000
City of Mapleton	<u>\$210,000.00</u>		<u>\$210,000</u>
	\$620,000.00		

## 11. CONCLUSIONS AND RECOMMENDATIONS

The proposed Improvements would increase pedestrian safety by having a dedicated pedestrian shared-use path network off of the existing county highway. Additionally, this would expand the City shared-use path network by connecting areas that are currently disconnected from the City.

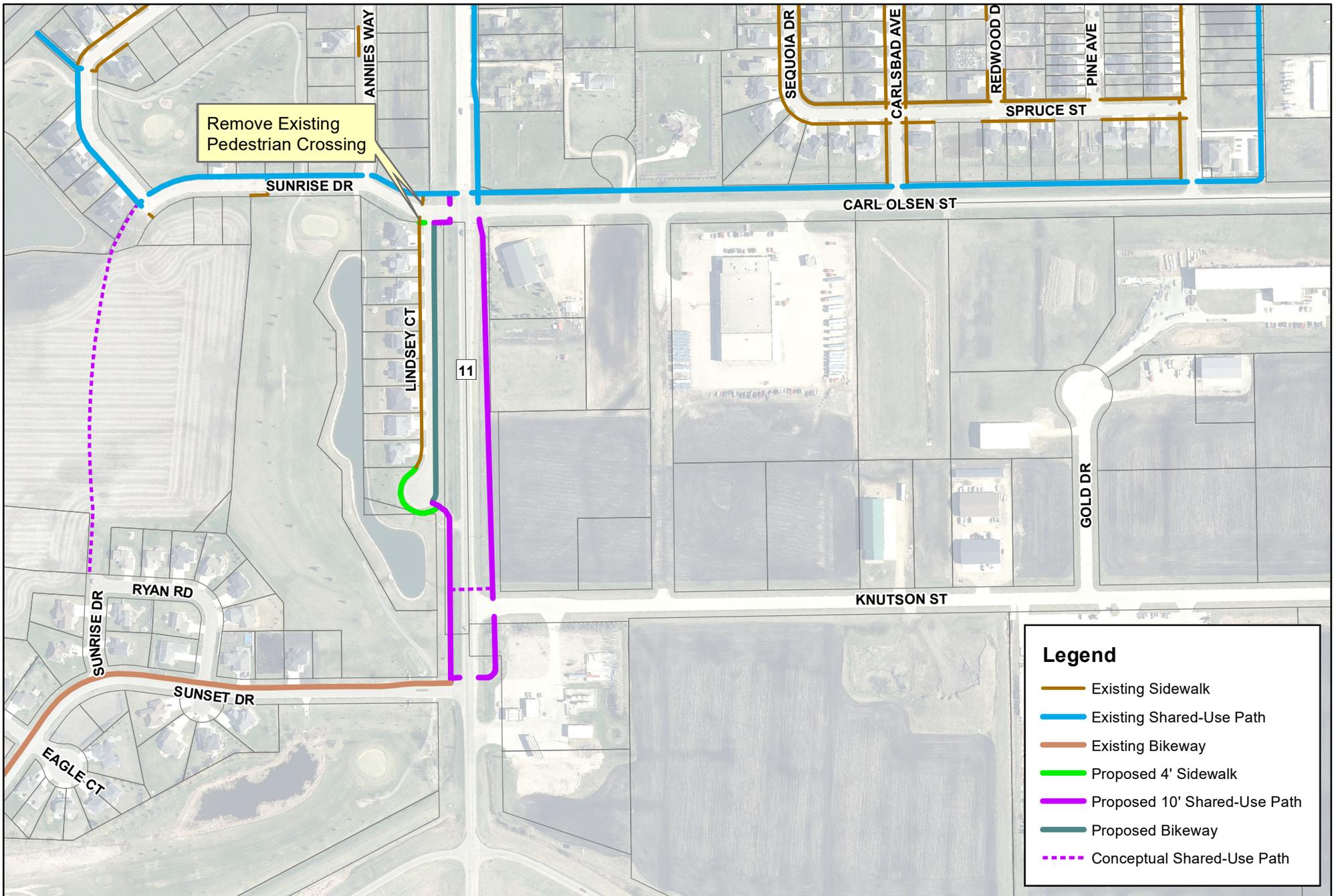
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Based on the information contained within this Report, we recommend approval of the Improvements as shown in this Report to be used in funding applications to be constructed in the summer of 2022 or 2023.

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# APPENDIX A

## Maps & Exhibits

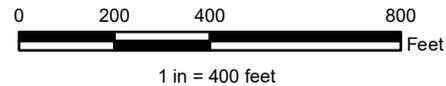
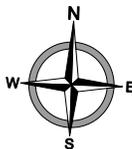


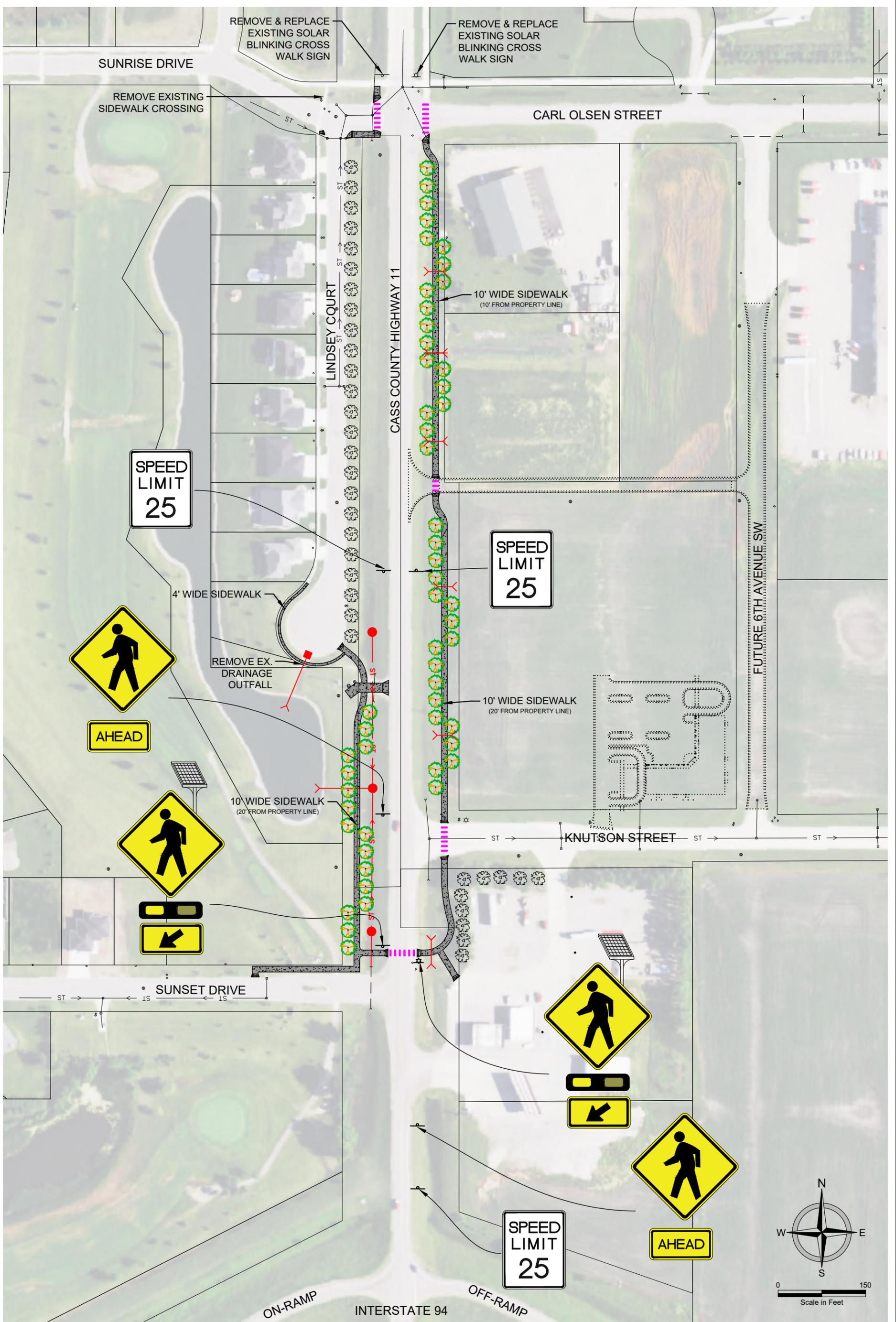
**Legend**

- Existing Sidewalk
- Existing Shared-Use Path
- Existing Bikeway
- Proposed 4' Sidewalk
- Proposed 10' Shared-Use Path
- Proposed Bikeway
- - - Conceptual Shared-Use Path

**SHARED-USE PATH NETWORK MAP  
 COUNTY HIGHWAY 11 SHARED-USE PATH  
 MAPLETON, NORTH DAKOTA**

Created By: TJS Date Created: 01/19/21 Date Saved: 01/21/21 Date Plotted: NEVER Date Exported: 01/21/21  
 Plotted By: Tanner Schmidt Parcel Date: 01/19/21 Aerial Image: 2021 Metro COG Elevation Data: Lidar  
 Horizontal Datum: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet Vertical Datum: NAVD1988  
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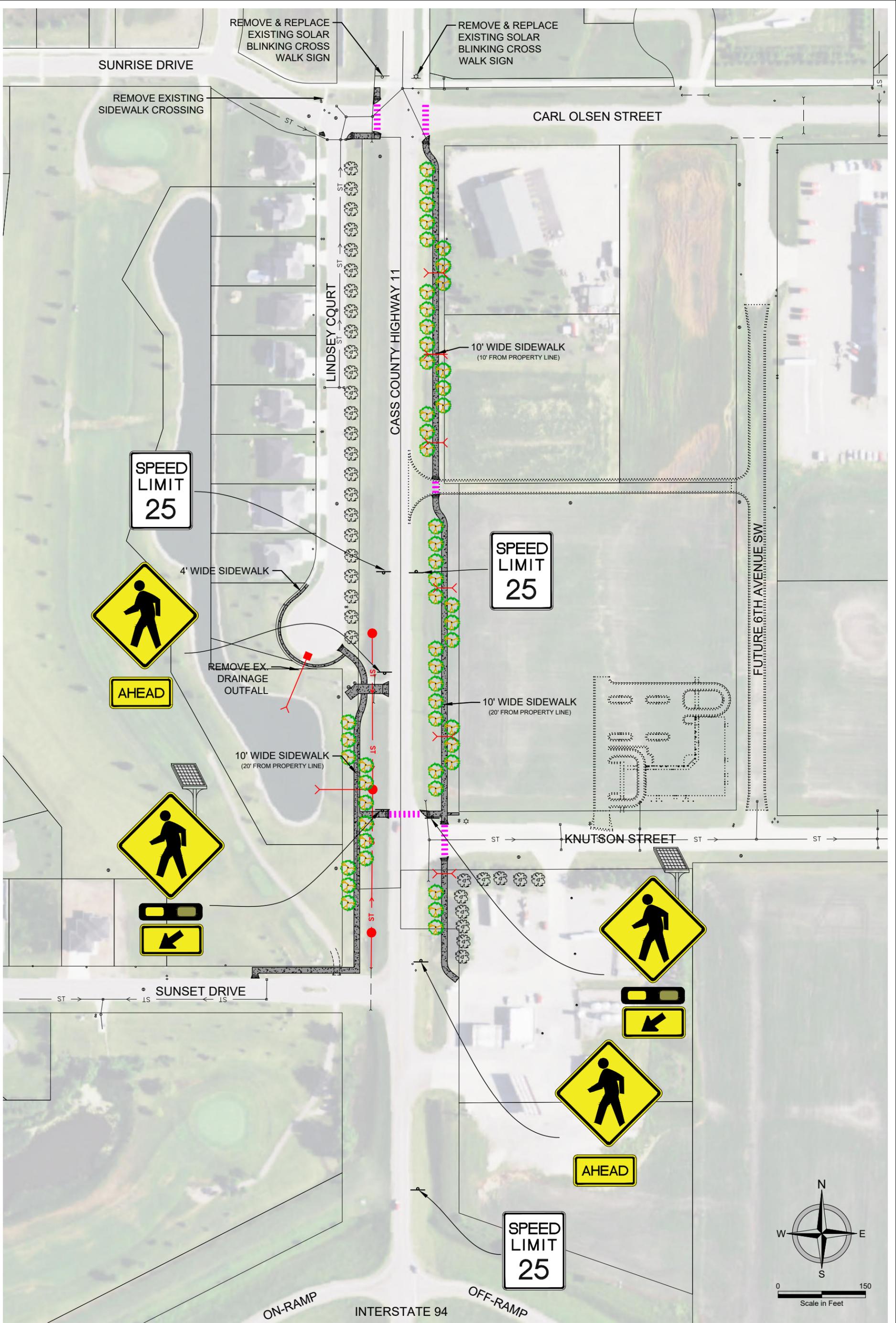




SHARED-USE PATH CONCEPT PLAN  
 ALTERNATIVE 1: SUNSET DRIVE PEDESTRIAN CROSSING  
 COUNTY HIGHWAY 11 SHARED USE PATH  
 MAPLETON, NORTH DAKOTA

PROJECT No.	21368
DATE:	02.17.21
REVISED:	---
DRAFTER:	KAG
REVIEWER:	AJS





SHARED-USE PATH CONCEPT PLAN  
 ALTERNATIVE 2: KNUTSON STREET PEDESTRIAN CROSSING  
 COUNTY HIGHWAY 11 SHARED USE PATH  
 MAPLETON, NORTH DAKOTA

PROJECT No.	21368
DATE:	02.17.21
REVISED:	---
DRAFTER:	KAG
REVIEWER:	AJS



**Memorandum of Agreement  
Cass County Government and the City of Mapleton  
Cass Highway 11 and Multi-Use Path from  
Carl Olsen Drive to Sunset Drive**

**THIS AGREEMENT, made and entered into, by and between the City of Mapleton, a North Dakota municipal corporation, having an address of P.O. Box 9, Mapleton, North Dakota, 58059 (the “City”), and Cass County, a North Dakota political subdivision, having an address of P.O. Box 2806, Fargo, North Dakota 58108-2806 (the “County”).**

**Background:**

Cass County Highway 11 is currently owned and maintained by the County and runs 29 miles from I-94 north to the City of Grandin. The south two miles are located within the City of Mapleton from I-94 to Cass County Highway 10 West.

The City is interested in future development along Cass 11 north of Knutson Street and installing a shared use path on both the east and west sides of Cass 11 with a pedestrian crossing of Cass 11 near Knutson/Sunset Drive. All right of way for this segment was purchased and is owned by the County. Both the City and the County have specific infrastructure that benefits both parties. All sanitary sewer and water mains are utilities of the City. The storm sewer benefits the County in removing runoff from the highway, but also benefits the City as it connects other City storm sewer pipe. The shared use path benefits the City and its residents by providing an effective off-street path, but also benefits the County by eliminating pedestrian traffic on the highway. Finally, the highway benefits both the City and the County by providing safe, efficient travel for residents and through traffic.

The City and the County wish to work together to maintain the improvements, pursuant to the terms and provisions of this Agreement.

**Provisions of Agreement:**

- 1) **Highway Maintenance, Striping, and Signs:** The County will maintain the highway paved surface by conducting routine maintenance, sweeping, and snow removal, including any costs associated with such maintenance, sweeping or snow removal. The County will also stripe the highway on an annual basis. The County will be responsible for all signing within the County right of way with the exception that the City will install and maintain and pedestrian crossing signs and any flashing beacons or crossing systems.
- 2) **Sanitary Sewer:** The City will maintain the sanitary sewer and will be responsible for any costs associated with any highway repairs necessary for the maintenance of the sewer lines.

- 3) **Water Main:** The City will maintain the water lines and will be responsible for any costs associated with any highway repairs necessary for the maintenance of the water lines.
- 4) **Storm Sewer:** The City will maintain the storm sewer and complete any clean out or other routine maintenance and will be responsible for any costs associated therewith. The City will also be responsible for any connecting pipe coming from the City's system. The County and the City will equally share the cost for storm sewer repair or replacement under Cass 11, and any highway repairs necessary for the maintenance of the sewer lines.
- 5) **Shared Use Bike Path:** The County will be responsible for general maintenance and repairs of the shared use bike path, including any costs associated therewith. The City will be responsible for snow removal and any costs associated with such snow removal from the shared use bike path.
- 6) **Trees and Landscaping:** The City will be responsible for constructing, planting, and maintaining any trees or landscaping within the County right of way. In addition, prior to installing any trees or landscaping, the City will obtain approval from the County Engineer to ensure the trees or landscaping won't be a hazard for intersection sight distance, clear zone encroachment, or other safety or infrastructure concern.
- 7) **Term.** The term of this Agreement will be twenty (20) years. This Agreement will automatically renew for successive periods of five (5) years unless terminated by any party. Any party may terminate this Agreement by providing one (1) year written notice to the other parties.
- 8) **Liability.** The employees and officers of a party are deemed to be employees of that party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for each party. Any and all liability of the parties related to the terms of this Agreement will be limited to the amounts specified by the statutory requirements set forth in North Dakota Century Code § 32-12.1-03, irrespective of whether any party may have waived the limit on liability set forth in those chapters. These statutory limitations may not be stacked to increase the maximum amount of liability for each party.
- 9) **Release and Waiver.** In consideration of the mutual promises of the parties and to the fullest extent permitted by law, each party assumes all risk of personal injury or death and property damage or loss from whatever causes arising while that party, its agents, employees or designees are conducting work pursuant to this Agreement and each party releases the other parties, their officers, employees, agents or designees relating to or arising out of that party's, its agents, employees or designees work pursuant to this Agreement, whether known or unknown, foreseen or unforeseen, liquidated, unliquidated, fixed, contingent, material or immaterial, disputed or undisputed, suspected or unsuspected, asserted or unasserted, direct or indirect, at law or in equity, from the beginning of time, and each party understands and

acknowledges the significance of such release and waiver and hereby assumes full responsibility for any injuries, damages or losses that it may incur as a result of its execution of this Agreement.

- 10) **Notice.** Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

If to the City:           City of Mapleton  
                                  ATTN: City Auditor  
                                  P.O. Box 9  
                                  Mapleton, ND 58059

If to the County:       Cass County  
                                  ATTN: County Auditor  
                                  P.O. Box 2806  
                                  Fargo, ND 58108-2806

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this Agreement.

- 11) **Time is of the Essence.** Time is of the essence of each provision of this entire Agreement and of all the conditions thereof.
- 12) **Entire Agreement.** This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the subject premises. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.
- 13) **Amendments.** No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.
- 14) **No Forbearance.** The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had

occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.

- 15) **Remedies**. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this Agreement.
- 16) **Binding Effect**. All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. When used herein, the singular will include the plural, the plural will include the singular, and the use of one gender will include all other genders, as and when the context so requires.
- 17) **Governing Law**. This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.
- 18) **Rules of Construction**. The parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.
- 19) **Representation**. The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.
- 20) **Headings**. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.
- 21) **Previous Agreements Superseded**. This Agreement supersedes any previous agreement between any of the parties hereto regarding Cass Highway 11 and the multi-use path from Carl Olsen Drive to Main Street, or its predecessor.

Approved by:

Cass County

Date:

\_\_\_\_\_  
Chair, Cass County Board of Commissioners

\_\_\_\_\_  
Auditor, Cass County

City of Mapleton

Date:

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Mayor, City of Mapleton

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Auditor, City of Mapleton

DRAFT

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# APPENDIX B: Meeting Minutes

## Meeting Minutes

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Project Name: County Highway 11 Shared Use Path

Purpose: Review Project Scope with Cass County Highway Department

Date: 9/1/2020 Time: 4:00 p.m. Facilitator: Brandon Oye

Location: Cass County Highway Department Minutes: Anthony Sommerfeld

Attendees: Jason Benson, Brandon Oye, Anthony Sommerfeld, Kyle Litchy

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### 1. Review Scope of Project / History

- 1.1 The intent of the new paths will be to connect the Ashmoor Glen neighborhood and future commercial development east of Highway 11 to other path networks within the City.
- 1.2 There have been several requests from residents to provide a path down to the Ashmoor Glen neighborhood, and many pedestrians are seen walking along the shoulder of the highway.
- 1.3 Moore Engineering ("Moore") is under contract with the City to prepare an Engineer's Report for the purpose of obtaining grant funding for project. During discussion with the County of Moore's current role, it was discussed that the final design of project could be completed by the County if workload/timing allowed. County was open to this idea and additional conversation would be needed.

### 2. Review Proposed Improvements

- 2.1 East Side Improvements
  - 2.1.1 10' Wide Multi-Use Path Entire length of roadway from Carl Olsen Street to Sunset Drive
  - 2.1.2 Potentially meander path 10'-20' from property line.
- 2.2 West Side Improvements
  - 2.2.1 10' Wide Multi-Use Path Options
    - 2.2.1.1. Connect Sunset Drive West to Cul-De-Sac
    - 2.2.1.2. Entire length of roadway?
- 2.3 Pedestrian Crosswalk Discussion
  - 2.3.1 Considered crosswalk as shown on attached exhibit. Would like to see if it can be moved south more to line up with bike lane crossing.
  - 2.3.2 Considered crosswalk on north side of Knutson Street and a North/South crossing at Knutson Street.
  - 2.3.3 County would like to see both options explored.
  - 2.3.4 Need to consider current pedestrian destination and future destinations.
  - 2.3.5 County leaning towards something as shown on attached exhibit, but would consider the other option due to proposed development, narrower road and potentially lower vehicle speeds.
- 2.4 Speed Limit Reduction
  - 2.4.1 County agreed that a speed reduction could be evaluated from 40mph to 35mph.
  - 2.4.2 Reduce speed coming off interstate to 35mph immediately (i.e. before gas station).
- 2.5 Drainage Improvements



- 2.5.1 Discussed adding drainage improvements to the west side ditch. Possibly outlet storm sewer into the existing golf course pond.
  - 2.5.2 Everyone was in agreement that standing water/cat tails would not be ideal next to path, and improving the ditch drainage should be a project component.
  - 2.6 Tree planting
    - 2.6.1 County agreed additional plantings could be a project component.
    - 2.6.2 Looks like ROW could accommodate plantings south of Hagge's Bar on east side, but not along Hagge's Bar. Also west side of highway south of Lindsey Court could have plantings.
  - 2.7 Other improvements during work from County perspective?
    - 2.7.1 Need to consider north right turn lane for future development. Possibly install turn lane on project?
  - 2.8 Any requirements from Cass County Highway to consider in scope of project?
    - 2.8.1 None were discussed.
- 3. Funding**
- 3.1 Possible grant funding
    - 3.1.1 Transportation Alternatives grant
    - 3.1.2 ND Parks and Rec Recreation Trails grant
  - 3.2 County Cost-Share
    - 3.2.1 County would split 50/50 local share
    - 3.2.2 Discussion was had on sharing cost made sense otherwise County would pave a bike lane or add sidewalks on their own in the future.
  - 3.3 Others?
    - 3.3.1 None were discussed.

See attached redlines on exhibit for possible improvements for drainage, path alignment, turn-lane and landscaping.

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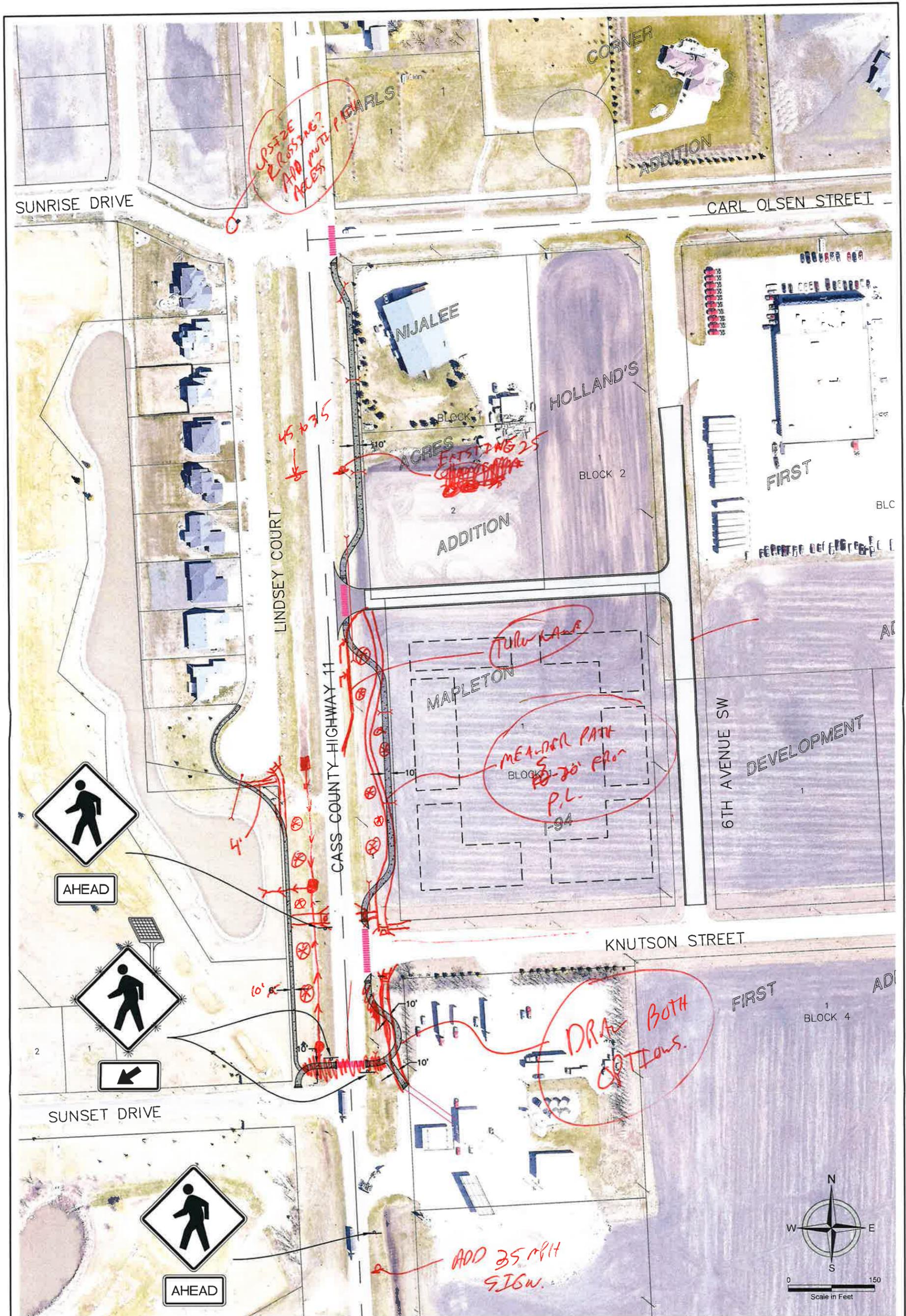


EXHIBIT 3 - SHARED-USE PATH - PHASE II  
SEWER, WATER AND STREET IMPROVEMENTS  
6TH AVENUE SOUTHWEST & "EAST-WEST" ROAD  
MAPLETON, NORTH DAKOTA

PROJECT No. 21144  
DATE: 03.20.20  
REVISED:  
DRAFTER: KAG  
REVIEWER: MJP



## Meeting Agenda

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Project Name: County Highway 11 Shared Use Path

Purpose: Review Project Scope with Public Works Committee

Date: 9/3/2020

Time: 11:30 AM

Facilitator: Brandon Oye

Location: Mapleton City Hall

Minutes: Anthony Sommerfeld

Invitees: Brandon Oye, Anthony Sommerfeld, Eric Hillman, Josh Radcliffe, Tom Pederson, Duane Klatt

### 1. Review Scope of Project / History

- 1.1 Connecting Ashmoor Glen neighborhood and future “Development” to other path networks
- 1.2 Requests from residents
- 1.3 Completed site visit
- 1.4 Held meeting with Cass County Highway Department on Tuesday (9/1/2020)

### 2. Review Proposed Improvements

- 2.1 East Side Improvements
  - 2.1.1 10’ Wide Multi-Use Path Entire length of roadway from Carl Olsen Street to Sunset Drive.
  - 2.1.2 Multi-use path can meander from 10’-20’ from property line.
- 2.2 West Side Improvements
  - 2.2.1 10’ Wide Multi-Use Path Options to connect Sunset Drive West to Lindsay Court Cul-De-Sac
    - 2.2.1.1. Multi-use path can meander from 10’-20’ from property line.
    - 2.2.1.2. Consider future alignment of Sunset Drive to Sunrise Drive.
  - 2.2.2 **Snowmobile route**
    - 2.2.2.1. **CR11 currently part of East Central Valley Snowmobile Trails.**
    - 2.2.2.2. **Route goes east at Carl Olson Street, then north on 16<sup>th</sup> Avenue SE**
    - 2.2.2.3. **Coordination will need to be had on snowmobile route and determining alternative routes if possible.**
- 2.3 **Discussion on Maintenance Agreement for Paths – County Vs. City Vs. Developer (Norpac).**
  - 2.3.1 **This will need to be discussed more as the project progresses.**
- 2.4 Pedestrian Crosswalk Options
  - 2.4.1 Utilize Current Crossing at CR 11 & Sunrise Drive/Carl Olsen Street.
  - 2.4.2 Evaluate adding/modifying existing crossing at Lindsey Court and Sunrise Drive (currently 4’ wide)
  - 2.4.3 Evaluate crossing on north side of Knutson Street
  - 2.4.4 Evaluate crossing on east side of CR11 at Knutson Street (connect gas station to path system)
  - 2.4.5 Evaluate crossing on north side of Sunset Drive
- 2.5 Speed Limit Reduction
  - 2.5.1 The County noted in the meeting with Moore on 9/1/2020 that they could look to reduce speed limit to 35mph from interstate to current 25mph sign. Current speed limit is 40mph.
  - 2.5.2 **The Committee requested to reduce the road speed limit to 30mph from interstate north until 25mph sign. Moore will discuss with the County.**
- 2.6 Ottertail Power may be able to move power poles underground, but would cost City/County.
- 2.7 Drainage Improvements on west side to eliminate standing water. Moore will look at storm sewer with inlets in ditches that can drain into the pond adjacent to the proposed path. Will look at reduce standing water north of Sunset Drive.

- 2.8 Tree planting improvements as roadway allows (looking at west side from Sunset to Lindsey Court and east side from Knustson St to Hagge's Bar). **The Committee requested to plant trees as able to along road alternating sides of sidewalk.**
- 2.9 Any requirements from City to consider in scope of project?
  - 2.9.1 **Pedestrian Crossing Signs w/ Rapid Blinking. Will look to upgrade crossing signs at Carl Olsen Street also.**
  - 2.9.2 **Committee requested possible decorative bridge over a more defined swale on west side by pond/golf course.**
  - 2.9.3 **Committee requested only lighting intersections, not entire path. Safe pedestrian at County Highway 11 crossing is critical and should be lit appropriately.**
  - 2.9.4 **Discussion on turn lane for East/West road. Will need path to be far enough east to accommodate future turn lane.**

### 3. Funding

- 3.1 Transportation Alternatives (TA) grant
  - 3.1.1 80% Match with max allocation of \$200,000 (\$250,000 construction cost)
    - 3.1.1.1 Only construction costs
  - 3.1.2 Non-eligible: Preliminary engineering, construction engineering, environmental impact mitigation, right of way acquisition, utilities and misc. construction items determined to be not eligible for federal aid.
- 3.2 ND Parks and Recreation Trails program (RTP)
  - 3.2.1 80/20 matching grant program
  - 3.2.2 New trails given highest priority
  - 3.2.3 Grants from \$10,000-\$200,000
- 3.3 City Funding
  - 3.3.1 Capital Funding? (ND Infrastructure Revolving Loan, Bond, Potential for **County to finance full project cost?**)
  - 3.3.2 Debt Repayment? (**Mapleton I-94 Development Park TIF District for east side path**, Sales Tax, Special Assessment)
- 3.4 County Cost-Share 50% of local share (after grants applied)

### 4. Next Steps

- 4.1 Moore to prepare draft Engineer's Report with updated exhibit and cost estimate
- 4.2 Public Works Committee (PWC) Meeting No. 2 on or before October 29, 2020
- 4.3 Cass County Highway Department Meeting No. 2 on or before November 26, 2020
- 4.4 Once PWC and Cass County approve draft Engineer's Agreement, present to City Council for approval.
- 4.5 Proceed into determining submission of grant applications

#### **NOTE:**

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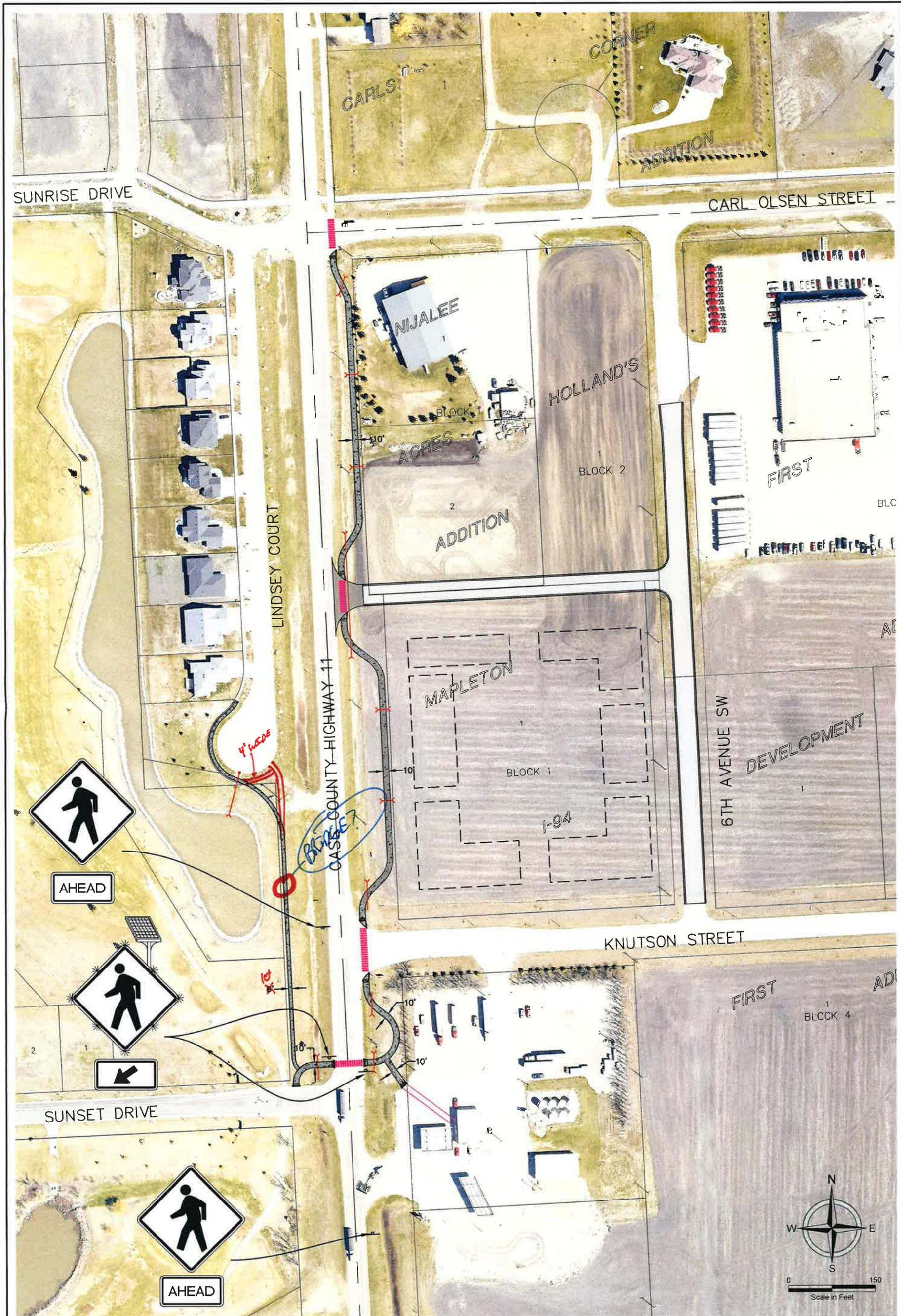


EXHIBIT 3 - SHARED-USE PATH - PHASE II  
 SEWER, WATER AND STREET IMPROVEMENTS  
 6TH AVENUE SOUTHWEST & "EAST-WEST" ROAD  
 MAPLETON, NORTH DAKOTA

PROJECT No. 21144  
 DATE: 03.20.20  
 REVISED:  
 DRAFTER: KAG  
 REVIEWER: MJP



## Meeting Agenda

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Project Name: County Highway 11 Shared Use Path

Purpose: Review Concept Drawings

Date: 11/17/2020

Time: 1:00pm-1:15pm

Facilitator: Brandon Oye

Location: Mapleton City Hall

Minutes: Anthony Sommerfeld

Moore: Brandon Oye, Anthony Sommerfeld

Invitees: City: Eric Hillman, Josh Radcliffe, Tom Pederson, Duane Klatt

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### 1. Concept Drawing Review

- 1.1 Review three Concept Drawings
- 1.2 County Highway Department Comments
  - 1.2.1 Ranking: Option #2, Option #3 and Option #1
  - 1.2.2 Speed Limit reduction to 30mph would be too slow, requested 35mph based on speed data.
- 1.3 City Comments
  - 1.3.1 Ranking: Option #1, Option #2 and Option 3.
  - 1.3.2 Public Works Committee felt that Gordy's Gas Station would create more pedestrian traffic in the short term due to planned park in Ashmoor Glen. This is why Option #1 is the preferred option. Additional crosswalk can be provided at Knutson as shown in Option #2 in the future if needed.
  - 1.3.3 Public Works Committee requested the sidewalk be straight, not meandering as shown in the exhibits provided.
  - 1.3.4 Public Works Committee agreed removal of 4' crossing on the west side of Lindsey Court and Sunset Drive and addition of 10' crossing along County Highway was the safest option. Keeping crossing was discussed, but felt that it was not needed.
  - 1.3.5 Public Works Committee like the concrete driveway improvements to lift station.
  - 1.3.6 Public Works Committee requested the speed limit be discussed with County Highway again. Committee would like 25mph from Sunset Drive north.
  - 1.3.7 Public Works Committee did not like option 3.

### 2. Dry Utility Coordination

- 2.1 Ottertail Power may be able to move power poles underground, but would cost City/County. Discussed the possibility of this. Committee did not want this to be a project cost.
  - 2.1.1 Can lower 6<sup>th</sup> Avenue Southwest from above-ground to below-ground in Summer 2021, potentially providing a cost savings.

### 3. Design Options

- 3.1 Drainage Improvements on west side to eliminate standing water. Moore will look at storm sewer with inlets in ditches that can drain into the pond adjacent to the proposed path. Will look at reduce standing water north of Sunset Drive. Currently not planning drainage improvements south of Sunset Drive.
- 3.2 Pedestrian Crossing Sign w/ Rapid Blinking Yes, plan to improve existing and add at other crosswalks.
  - 3.2.1 Remove/Reset @ Sunset Drive
  - 3.2.2 Other Crossings
- 3.3 Lighting at Intersections
  - 3.3.1 Request OTCO to provide additional lights? Yes, look at lighting improvements at all intersections that need it.
- 3.4 Decorative Bridge – No longer needed due to storm sewer improvements.



#### 4. Next Steps

- 4.1 Moore to prepare draft Engineer's Report with updated exhibit and cost estimate
- 4.2 Public Works Committee (PWC) Meeting No. 3 on or before December 2, 2020
- 4.3 Cass County Highway Department Meeting No. 2 on or before December 2, 2020
- 4.4 Once PWC and Cass County approve draft Engineer's Agreement, present draft to City Council on December 8, 2020 and final approval on January 6, 2021
- 4.5 Proceed into determining submission of grant applications after City Council approves final Engineer's Report

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## Meeting Minutes

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Project Name: County Highway 11 Shared Use Path

Purpose: Review Concept Plan with Cass County Highway Department

Date: 12/3/2020 Time: 11:30am-12:00pm Facilitator: Brandon Oye

Location: Microsoft Teams Minutes: Anthony Sommerfeld

Moore: Brandon Oye & Anthony Sommerfeld

Invitees: County Highway Department: Jason Benson, Tom Soucy & Kyle Litchy

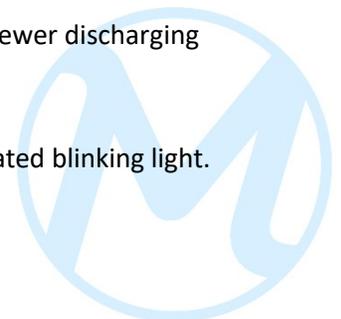
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### 1. Concept Plan Review

- 1.1 Review updated Concept Plan
- 1.2 County Highway Department Comments
  - 1.2.1 Ranking: Option #2, Option #3 and Option #1
    - 1.2.1.1. Discussed concern of cross walk in Option #1 being in taper of turn lane from CR19 to Knutson Street, which is why County prefers Option #2 over Option #1.
  - 1.2.2 30 mph to slow, 35 mph matches current traffic data.
    - 1.2.2.1. Discussed the ability to sign for 30mph but traffic may not follow the speed limit.
  - 1.2.3 Discussed future path network through Ashmoor Glen Development, master plan of Ashmoor Glen being 179 Single Family Homes to understand pedestrian increases and commercial property being developed.
  - 1.2.4 Discussed potential crossing issues of golfers with crosswalk at Sunset vs. Knutson.
  - 1.2.5 Discussed golf carts and if they would be on share-use paths due to proximity to golf course. This was something that the City will need to evaluate and define in Memorandum of Agreement with County. It was our understanding that golf carts were not allowed on shared-use paths, however due to rural section and proximity of golf course access on Sunset, can see this being an issue.
- 1.3 City Public Works Comments
  - 1.3.1 Ranking: Option #1, Option #2, Option #3
    - 1.3.1.1. Short term crossing more important for Gordy's gas station.
    - 1.3.1.2. Requested straight paths, not meandering
    - 1.3.1.3. Added north/south crossing at Sunset and Lindsay
    - 1.3.1.4. Did not like Option #3
      - 1.3.1.4.1. Will note this in the Report.
    - 1.3.1.5. Would like to see speed limit reduction north of Sunset Drive (see below)

### 2. Design Options

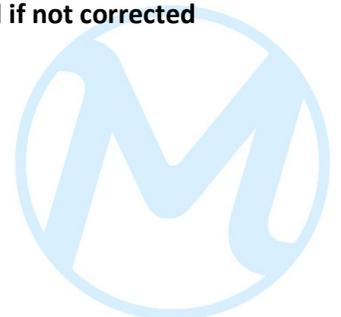
- 2.1 Drainage Improvements to west side to eliminate standing water using storm sewer discharging to existing pond.
- 2.2 Pedestrian Crossing Sign w/ Rapid Blinking Light
  - 2.2.1 Remove blinking sign on north end with a new system containing dedicated blinking light.
  - 2.2.2 Add new crossing signs at County Road crossings
  - 2.2.3 Looking at options for dedicated cross walk lighting

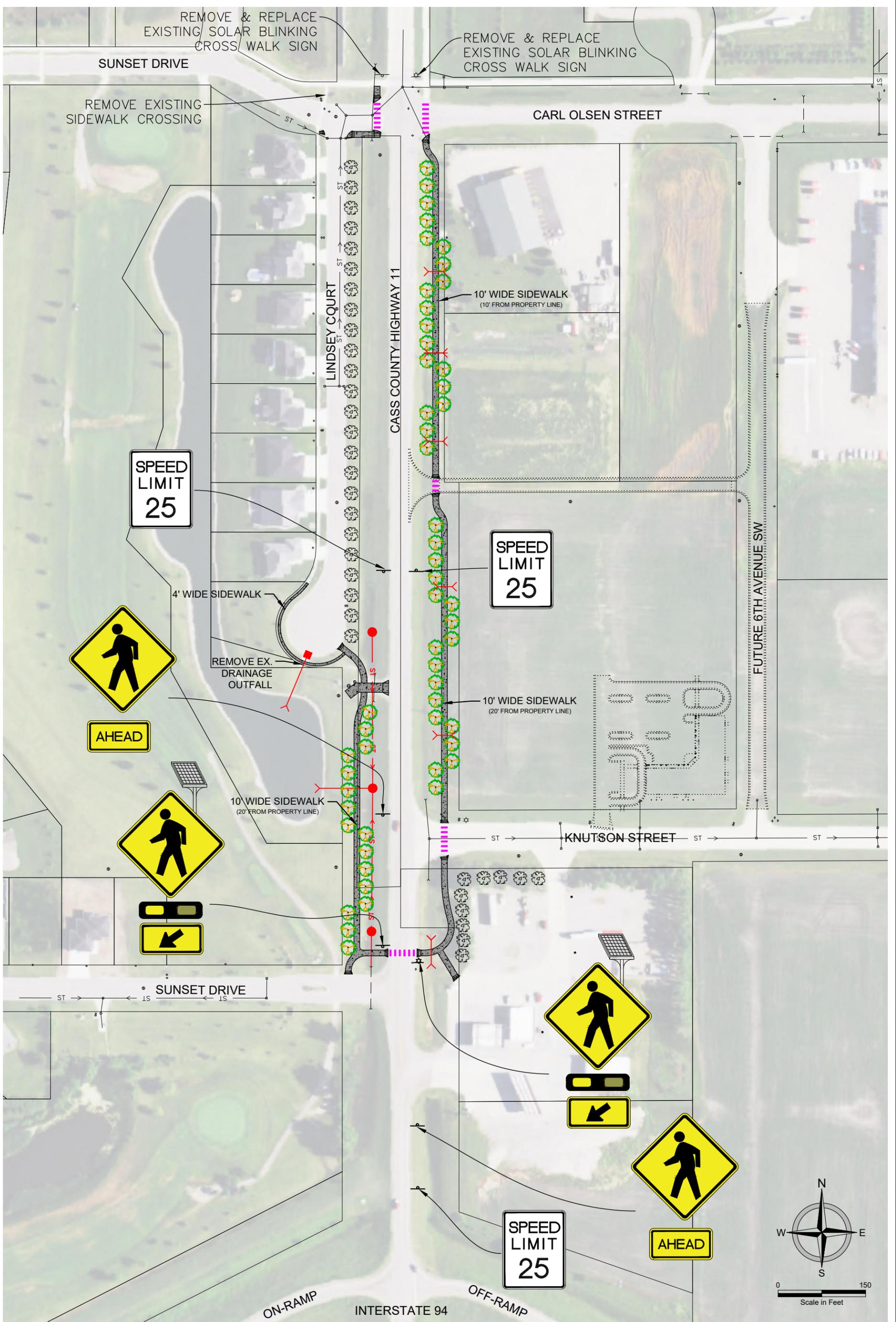


- 2.2.3.1. Push button and activates a light on crosswalk.
  - 2.3 Improved Lighting at crosswalks (Request from OTPCO)
  - 2.4 Speed Limit Reduction
    - 2.4.1 City would like to see 25 mph north of Sunset Drive
  - 2.5 Misc. Other Topics
    - 2.5.1 Tree plantings
      - 2.5.1.1. Allowed by County, but would be something maintained by City. This will be added to the Maintenance Agreement.
      - 2.5.1.2. During design, County would like to look at tree planting locations and possibly be located between property line and back-of-walk to avoid ditch for snow storage and future improvements. Due to right-of-way and location of path there will likely be room between road and path for some tree plantings.
    - ~~2.5.2 Snowmobile Route on CR11~~ No discussion was had.
    - 2.5.3 Maintenance Agreement
      - 2.5.3.1. Current maintenance agreement exists for shared-use paths north of Sunset Drive/Carl Olsen Street. A new agreement will be created to include the proposed improvements.
      - 2.5.3.2. Jason to send Moore Engineering a draft Agreement to review
    - ~~2.5.4 Turn Lane for 6<sup>th</sup> Avenue SW Project~~ No discussion was had.
    - 2.5.5 Current condition of County Highway 11 is in good condition with no future improvements planned in near future.
- 3. Funding**
- 3.1 Memorandum of Understanding (MOU) for 50% cost share
  - 3.2 The County will sponsor the project if needed on Funding Applications. City/Moore will need to draft funding applications.
- 4. Next Steps**
- 4.1 Once City Public Works Committee and Cass County Highway Department agree on Concept Plan, Moore will finalize the Engineer's Report and submit to the City Council for approval.
    - 4.1.1 County will accept City preference of Option #1 with crossing at Sunset Drive.
  - 4.2 Proceed into determining submittal of grant applications.

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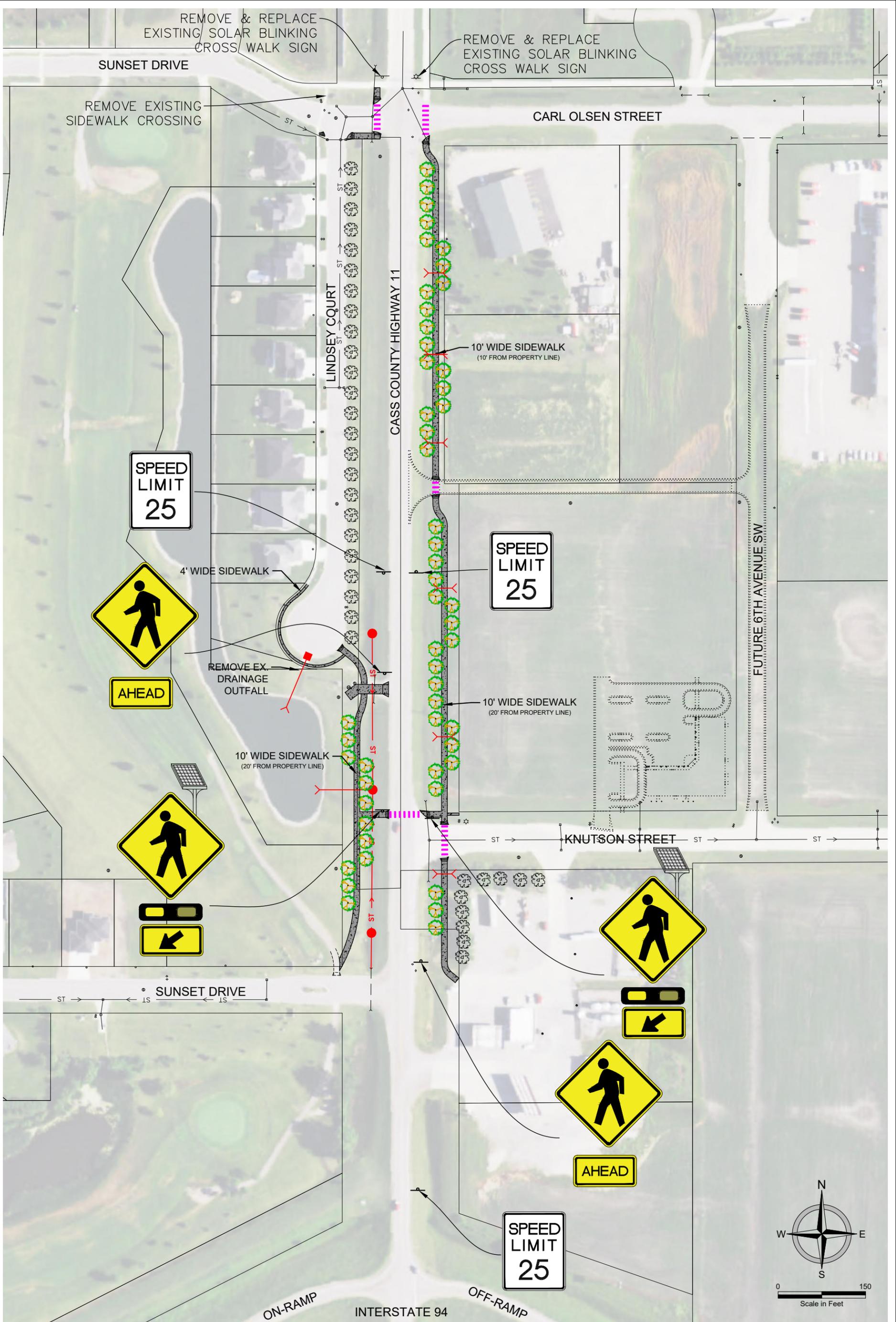




SHARED USE PATH CONCEPT PLAN  
 OPTION 1: SUNSET DRIVE PEDESTRIAN CROSSING  
 COUNTY HIGHWAY 11 SHARED USE PATH  
 MAPLETON, NORTH DAKOTA

PROJECT No.	21368
DATE:	11.18.20
REVISED:	----
DRAFTER:	KAG
REVIEWER:	AJS





SHARED USE PATH CONCEPT PLAN  
 OPTION 2: KNUTSON STREET PEDESTRIAN CROSSING  
 COUNTY HIGHWAY 11 SHARED USE PATH  
 MAPLETON, NORTH DAKOTA

PROJECT No.	21368
DATE:	11.18.20
REVISED:	---
DRAFTER:	KAG
REVIEWER:	AJS



## Meeting Minutes

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Project Name: County Highway 11 Shared Use Path

Purpose: Review Concept Drawings, Cost Estimates and Sunset Drive Connections

Date: 01/20/2021 Time: 12:30-12:55pm Facilitator: Brandon Oye

Location: Microsoft Teams Minutes: Anthony Sommerfeld

Moore: Brandon Oye, Anthony Sommerfeld

Invitees: City: Eric Hillman, Josh Radcliffe, Tom Pederson, Duane Klatt

### 1. Concept Drawing Review

- 1.1 Reviewed two Concept Drawings
- 1.2 County Highway Department Comments from 12/03/2020
  - 1.2.1 Prefer Option #2 over Option #1, however if City prefers Option #1 will accept the alignment.  
Notable comments as follows:
    - 1.2.1.1. Concern of crossing through a turn-lane.
    - 1.2.1.2. Concern of potential increased golf cart & golfers crossing to gas station for snack/restroom/etc.
  - 1.2.2 Speed Limit reduction will need to be discussed more. Concerned that it can be signed for a slower speed, but traffic naturally drive that speed?

### 2. Sunset Drive Connection Alternatives

- 2.1 Dedicated pedestrian ramp east of existing golf course access near County Highway 11
  - 2.1.1 Connects with existing bike lane on Sunset Drive
  - 2.1.2 Would be typical intersection look
- 2.2 Shared pedestrian ramp at existing golf course access
  - 2.2.1 Connects to existing bike lane on Sunset Drive
  - 2.2.2 Removes approximately 50' of on-street bike lane
  - 2.2.3 Requires minimal additional sidewalk.
- 2.3 Dedicated pedestrian ramp west of existing golf course access/median
  - 2.3.1 Connects to existing bike lane on Sunset Drive
  - 2.3.2 Removes approximately 200' of on-street bike lane
  - 2.3.3 Requires additional path
  - 2.3.4 Potential conflict with Ashmoor Glen Monument Sign, 10' path could likely fit with minimal green space on either side.
- 2.4 Reviewed all three Alternatives with PWC. Future conversations will be needed with City, Golf Course and potentially residents on alignment of this access/connection. It was decided to go with the Option described above in section 2.3 as it would cover enough costs to build any of these Alternatives. This will ensure regardless of which option is selected, there will be adequate funding available and the environmental review will cover the potential full disturbance area to make sure the environmental review does not need to be updated due to extending improvements outside of the original project disturbance area.

### 3. Misc. Topics

- 3.1 Draft Engineer's Opinion of Probable Cost



- 3.1.1 Brandon reviewed the project cost with the Committee, which is estimated at \$610,000. This is an early estimate, so the non-construction costs such as engineering, legal and financing will be further refined after the project goes into design and these costs are better understood. Also, the County may complete the engineering design and assist in construction administration and inspection, which would lower the estimated engineering costs. Right now it is assumed the project would be completed in one phase, requesting up to \$200,000 in grant funds, leaving the local share between the City and County at \$410,000. The County would cost-share 50% of the project cost, which would be \$205,000. The remaining local share for the City would be \$205,000.
- 3.2 New/Updated Maintenance Agreement will need to be approved for this segment of project
  - 3.2.1 Discussed that this Agreement will need to be coordinated with County. The County prepared a draft version of the Maintenance Agreement for this segment of highway that is very similar to the existing version from Main Street to Carl Olsen Street. This covers who is responsible for ownership and maintenance of the path and trees. This should be approved prior to starting construction.
- 3.3 Golf Cart(s) route – Allow or Not Allowed on shared-use path
  - 3.3.1 City does not want golf carts on shared use path.
- 3.4 No improvements to County Highway 11 planned in near future
  - 3.4.1 The County indicated that if they were reconstructing the road in the near future, they may have considered widening the road to allow for a path on the shoulder of the road, similar to what they are doing on Highway 10 between Mapleton and Casselton. But since this road is in good condition and will not be improved in the near future, the new paths being proposed are a good idea in their opinion.
- 3.5 Environmental Report Timing (before or after requesting funding) – Risks
  - 3.5.1 Brandon talked about how environmental reports are becoming a more typical process needed for projects to ensure there are no adverse environmental and cultural impacts. This is something that will also be required by federal/state grant funding sources. During recent communication with North Dakota Recreation Trails Program, it was found out having environmental report being completed prior to the grant request as being a positive showing the possible impacts and projects being ready for construction.
  - 3.5.2 Discussed if we should start the process now, or wait until it is needed. PWC said to start now. Moore to provide a proposal for the Environmental Report at the next Council meeting.
- 3.6 Funding
  - 3.6.1 Cass County will sponsor Federal/State Funding Options
  - 3.6.2 Discussed local funding options that included cost share with Cass County. Eric Hillman was hoping the local share for the east side improvements could potentially utilize available TIF funds from the adjacent commercial/industrial development. The local share for the west side improvements could be paid for with special assessments, or possibly available sales tax funds. Moore would like to put into the Engineer's Report how the City intends to finance the City's local share of the project cost, so that is clearly noted. Eric Hillman said that he can discuss this with Finance Committee next week at a meeting they have planned.
- 4. Next Steps
  - 4.1 Moore to receive approval from City Council on completing the Environmental Report.
  - 4.2 Moore to complete the Environmental Report.
  - 4.3 Moore to prepare draft Engineer's Report with updated exhibits, cost estimates, and Environmental Report.
  - 4.4 Once PWC and Cass County approve draft Engineer's Report, present draft to City Council. Date for delivering the draft Engineer's Report will be adjusted to allow for completion of the Environmental Report.

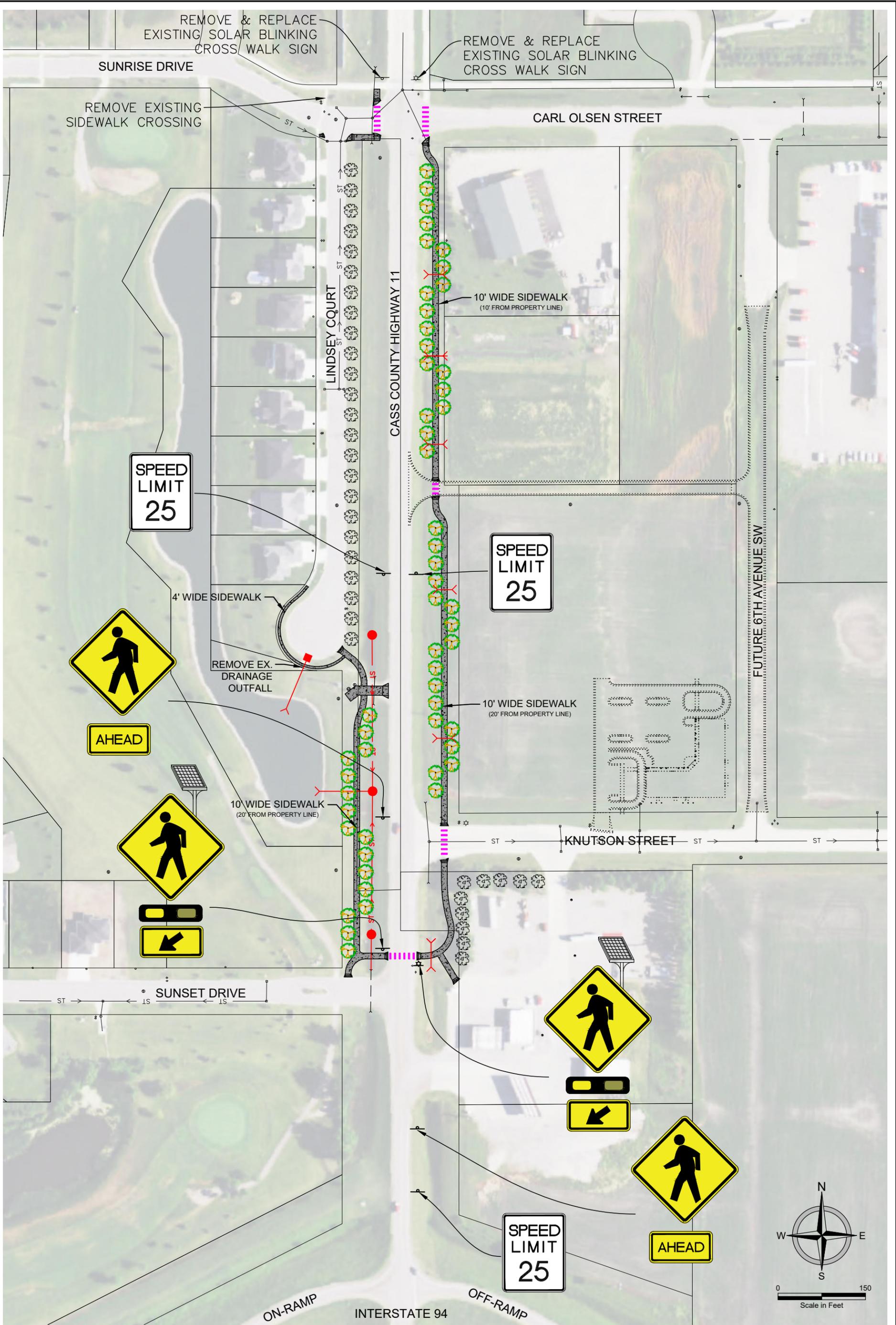


- 4.5 Proceed into determining submission of grant applications after City Council approves final Engineer's Report.

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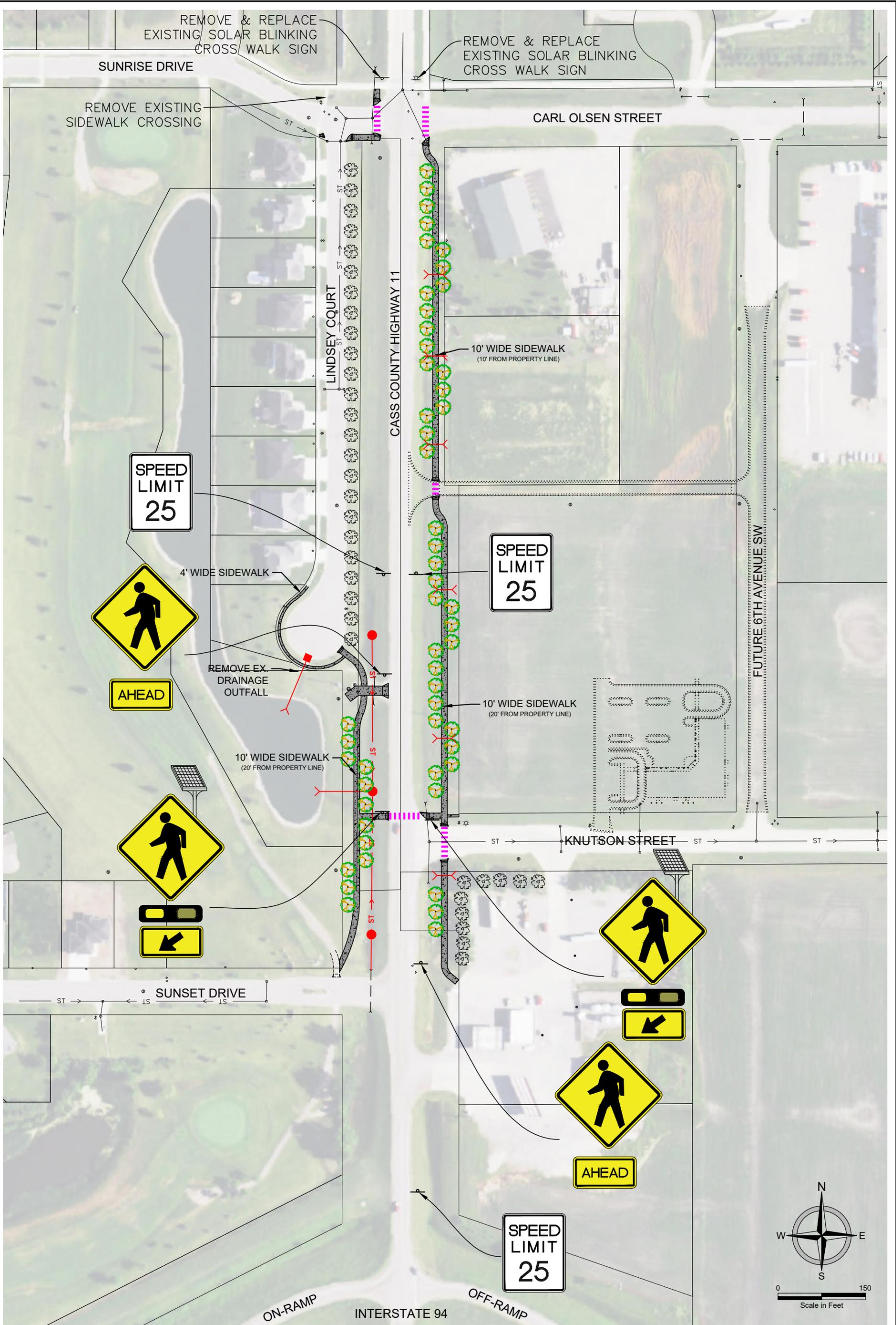




SHARED-USE PATH CONCEPT PLAN  
 OPTION 1: SUNSET DRIVE PEDESTRIAN CROSSING  
 COUNTY HIGHWAY 11 SHARED USE PATH  
 MAPLETON, NORTH DAKOTA

PROJECT No.	21368
DATE:	01.19.21
REVISED:	---
DRAFTER:	KAG
REVIEWER:	AJS





SHARED-USE PATH CONCEPT PLAN  
 OPTION 2: KNUTSON STREET PEDESTRIAN CROSSING  
 COUNTY HIGHWAY 11 SHARED USE PATH  
 MAPLETON, NORTH DAKOTA

PROJECT No.	21368
DATE:	01.19.21
REVISED:	---
DRAFTER:	KAG
REVIEWER:	AJS



**COUNTY HIGHWAY 11 SHARED USE PATH  
SHARED USE PATH CONCEPT PLAN - OPTION 1  
MAPLETON, ND**

*Engineer's Opinion of Probable Cost - Study  
Date: 12/5/2020*

<i>ITEM</i>	<i>UNIT</i>	<i>ESTIMATED QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL</i>
<b><u>East Side Improvements</u></b>				
1. General Contract Management / Mobilization	LSum	0.50	\$25,000.00	\$12,500.00
2. Earthwork	LSum	0.50	\$15,000.00	\$7,500.00
3. Storm Sewer - 15" Storm Sewer	LF	150	\$40.00	\$6,000.00
4. Storm Sewer - 15" FES	Each	12	\$750.00	\$9,000.00
5. Multi-Use Path - 10' Concrete	SY	1,600	\$50.00	\$80,000.00
6. Curb & Gutter - Remove & Replace	LF	40	\$75.00	\$3,000.00
7. Signing & Striping	LSum	0.50	\$20,000.00	\$10,000.00
8. Pedestrian Push Button & Signing	Each	0.50	\$20,000.00	\$10,000.00
9. Turf Establishment	LSum	0.50	\$5,000.00	\$2,500.00
10. Landscaping	Each	37	\$750.00	\$27,750.00
11. Storm Water Mangement	Lsum	0.50	\$2,500.00	\$1,250.00
12. Lighting Improvements	LSum	0.50	\$10,000.00	\$5,000.00
13. Traffic Control	LSum	0.50	\$5,000.00	\$2,500.00
<b><u>West Side Improvements</u></b>				
1. General Contract Management / Mobilization	LSum	0.50	\$25,000.00	\$12,500.00
2. Earthwork	LSum	0.50	\$15,000.00	\$7,500.00
3. Storm Sewer - 2x6 Catch Basin	Each	1	\$6,000.00	\$6,000.00
4. Storm Sewer - 48" Manhole	Each	3	\$5,000.00	\$15,000.00
5. Storm Sewer - 15" Storm Sewer	LF	800	\$50.00	\$40,000.00
6. Concrete - Removal	SY	40	\$10.00	\$400.00
7. Concrete Driveway - 7"	SY	150	\$60.00	\$9,000.00
8. Multi-Use Path - 4' Concrete	SY	125	\$40.00	\$5,000.00
9. Multi-Use Path - 10' Concrete	SY	800	\$50.00	\$40,000.00
10. Curb & Gutter - Remove & Replace	LF	150	\$75.00	\$11,250.00
11. Signing & Striping	LSum	0.50	\$20,000.00	\$10,000.00
12. Pedestrian Push Button & Signing	Each	0.50	\$20,000.00	\$10,000.00
13. Turf Establishment	LSum	0.50	\$5,000.00	\$2,500.00
14. Landscaping	Each	16	\$750.00	\$12,000.00
15. Storm Water Mangement	Lsum	0.50	\$2,500.00	\$1,250.00
16. Lighting Improvements	LSum	0.50	\$10,000.00	\$5,000.00
17. Traffic Control	LSum	0.50	\$5,000.00	\$2,500.00
			Construction Subtotal	\$366,900.00
			Studies & Report	\$20,000.00
			Funding Administration	\$20,000.00
			Design & Construction	\$100,000.00
			Legal & Administration	\$15,000.00
			Bond Discount	\$12,000.00
			Contingencies	\$76,100.00
			<b>TOTAL PROJECT COST</b>	<b>\$610,000.00</b>
			<b><u>Funding Summary</u></b>	
			Potential Grant	\$200,000.00
			Local Share	\$410,000.00
				\$610,000.00
			<b><u>Local Share Split</u></b>	
			City of Mapleton - East Side	\$98,896.16
			City of Mapleton - West Side	\$106,103.84
			Cass County Highway Department	\$205,000.00
			Total Local Share	\$410,000.00

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# APPENDIX C:

## Preliminary Cost Estimate

**COUNTY HIGHWAY 11 SHARED USE PATH  
SHARED-USE PATH CONCEPT PLAN - OPTION 1  
MAPLETON, ND**

Engineer's Opinion of Probable Cost - Study  
Date: 2/19/2021

ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL	
<b><u>East Side Improvements</u></b>					
1.	General Contract Management / Mobilization	LSum	0.50	\$25,000.00	\$12,500.00
2.	Earthwork	LSum	0.50	\$15,000.00	\$7,500.00
3.	Storm Sewer - 15" Storm Sewer	LF	150	\$40.00	\$6,000.00
4.	Storm Sewer - 15" FES	Each	12	\$750.00	\$9,000.00
5.	Multi-Use Path - 10' Concrete	SY	1,600	\$50.00	\$80,000.00
6.	Curb & Gutter - Remove & Replace	LF	40	\$75.00	\$3,000.00
7.	Signing & Striping	LSum	0.50	\$20,000.00	\$10,000.00
8.	Pedestrian Push Button & Signing	LSum	0.50	\$20,000.00	\$10,000.00
9.	Turf Establishment	LSum	0.50	\$5,000.00	\$2,500.00
10.	Landscaping	Each	37	\$750.00	\$27,750.00
11.	Storm Water Management	LSum	0.50	\$2,500.00	\$1,250.00
12.	Lighting Improvements	LSum	0.50	\$10,000.00	\$5,000.00
13.	Traffic Control	LSum	0.50	\$5,000.00	\$2,500.00
<b><u>West Side Improvements</u></b>					
1.	General Contract Management / Mobilization	LSum	0.50	\$25,000.00	\$12,500.00
2.	Earthwork	LSum	0.50	\$15,000.00	\$7,500.00
3.	Storm Sewer - 2x6 Catch Basin	Each	1	\$6,000.00	\$6,000.00
4.	Storm Sewer - 48" Manhole	Each	3	\$5,000.00	\$15,000.00
5.	Storm Sewer - 15" Storm Sewer	LF	800	\$50.00	\$40,000.00
6.	Curb & Gutter - Remove & Replace	LF	150	\$70.00	\$10,500.00
7.	Concrete Driveway - 7"	SY	150	\$60.00	\$9,000.00
8.	Concrete Sidewalk - Removal	SY	40	\$10.00	\$400.00
9.	Multi-Use Path - 4' Concrete	SY	125	\$40.00	\$5,000.00
10.	Multi-Use Path - 10' Concrete	SY	1,000	\$50.00	\$50,000.00
11.	Signing & Striping	LSum	0.50	\$20,000.00	\$10,000.00
12.	Pedestrian Push Button & Signing	Each	0.50	\$20,000.00	\$10,000.00
13.	Turf Establishment	LSum	0.50	\$5,000.00	\$2,500.00
14.	Landscaping	Each	16	\$750.00	\$12,000.00
15.	Storm Water Management	LSum	0.50	\$2,500.00	\$1,250.00
16.	Lighting Improvements	LSum	0.50	\$10,000.00	\$5,000.00
17.	Traffic Control	LSum	0.50	\$5,000.00	\$2,500.00
				Construction Subtotal	\$376,150.00
				Studies & Report	\$20,000.00
				Funding Administration	\$20,000.00
				Design & Construction	\$100,000.00
				Legal & Administration	\$15,000.00
				Bond Discount	\$12,000.00
				Contingencies	\$76,850.00
				<b>TOTAL PROJECT COST</b>	<b>\$620,000.00</b>
				<b><u>Funding Summary</u></b>	
				Potential Grant	\$200,000.00
				Local Share	\$420,000.00
					\$620,000.00
				<b><u>Local Share Split</u></b>	
				City of Mapleton - East Side	\$98,816.96
				City of Mapleton - West Side	\$111,183.04
				Cass County Highway Department	\$210,000.00
				Total Local Share	\$420,000.00
				<b><u>City of Mapleton Funding Summary</u></b>	
				Commercial TIF District	\$98,816.96
				Sales Tax	\$111,183.04
				Total Local Share	\$210,000.00

# NDPRD Recreation Trails Program

## Grant Application

The Recreational Trails Program is an 80/20 matching grant program that provides funding for both motorized and non-motorized recreational trail projects. Examples of eligible projects include construction of new recreation trails, restoration of existing trails, development and rehabilitation of trailside and trailhead facilities and trail linkages, purchase and lease of equipment for recreational trail construction and maintenance, land acquisition/easements and assessments on trail accessibility.

The RTP is administered at the state level through the North Dakota Parks and Recreation Department (NDPRD), and federally through the Federal Highway Administration (FHWA). Applicants may request grant amounts ranging from a minimum of \$10,000 up to a maximum of \$200,000.

<b>Part 1. APPLICANT INFORMATION</b>		<b>Applicant Type:</b>	
Applicant Legal Name:			
Employer/Taxpayer Identification Number (EIN/TIN):		Organizational DUNS:	
Street Address:			
Mailing Address:			
City:		State:	
Zip + 4:		County:	
<b>Name and contact information of person to be contacted on matters involving this application:</b>			
First Name:		Last Name:	
Title:		Organization:	
Telephone:		Email:	
<b>Reimbursement Contact Information:</b>			
First Name:		Last Name:	
Title:		Organization:	
Mailing Address:			
City:		State:	
Zip + 4:			
Telephone:		Email:	
Is the applicant Title VI Compliant? *	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please attach evidence of compliance (ex. Weblink):	

\* All Project Sponsors must have an established Title VI Program in order to receive RTP funding. If a Project Sponsor does not have an established Title VI Program at the time of application, one may be established in the months following application submission and the Sponsor can still be eligible for RTP funding. In order to

establish a Title VI Program, find more information by clicking on the Title VI tab at NDPRD's website at <https://www.parkrec.nd.gov/business/grants/recreation-trails-program>. Once the Project Sponsor has established a Title VI Program, a completed manual must be submitted to NDPRD. After NDPRD approves the program, a Grant Award Agreement can be issued.

<b>Part 2. PROJECT INFORMATION</b>			
Title of Applicant's Project:			
Description of Project (200 words or less):			
Estimated Start Date: *Recipients have 18 months to complete the project.		Estimated End Date:	
Project Address (if available):			
Project City/Town:		County:	
Latitude (degrees, minutes, seconds): Ex. 46d78m56.9s GEarth: 46.838792		Longitude (degrees, minutes, seconds): Ex. 100d62m21.7s GEarth: -100.766109	
Describe the project location: <i>Example: New trail in ABC Park starting at 5<sup>th</sup> Street for a distance of 300 feet to the intersection of 6<sup>th</sup> Street and Avenue D. Includes the Avenue D crosswalk and then runs for 2300 feet to Harold's Drainage trailhead.</i>			

**Part 3.** Based on the State Comprehensive Outdoor Recreation Plan (SCORP), please identify the following:  
<https://www.parkrec.nd.gov/business/planning/state-comprehensive-outdoor-recreation-plan-scorp>

Region	<input type="text"/>	Primary	<input type="checkbox"/>	Secondary	<input type="checkbox"/>	Tertiary	<input type="checkbox"/>
<b>Part 3. SCOPE OF PROJECT</b> (check all that apply)							
<input type="checkbox"/>	Construction of New Trails	Number of Miles		<input type="checkbox"/>	Trail Accessibility Assessment	<input type="checkbox"/>	Rehabilitation of Trailhead Facilities & Linkages
<input type="checkbox"/>	Restoration of Existing Trails	Number of Miles		<input type="checkbox"/>	Safety & Environmental Education	<input type="checkbox"/>	Land Acquisition & Easements
<input type="checkbox"/>	Trail Extension <i>*How long is your trail currently?</i> <input type="text"/>	Number of Miles Extension		<input type="checkbox"/>	Equipment Development	<input type="checkbox"/>	Purchase & Lease of Recreational Trail Construction & Maintenance

3a. CHECK ALL USES OF PROJECT IMPACTS					
<input type="checkbox"/>	Walking/Hiking	<input type="checkbox"/>	Cross-country Skiing	<input type="checkbox"/>	Off-highway Vehicles
<input type="checkbox"/>	Bicycling/Mountain Biking/Fat Tire Biking	<input type="checkbox"/>	In-line Skating	<input type="checkbox"/>	Water Trails
<input type="checkbox"/>	Equestrian	<input type="checkbox"/>	Snowmobiling	<input type="checkbox"/>	Other:
3b. LAND OWNERSHIP WHERE GRANT FUNDS ARE APPLIED					
<input type="checkbox"/>	Federal	<input type="checkbox"/>	State	<input type="checkbox"/>	Local
<input type="checkbox"/>	Tribal	<input type="checkbox"/>	Private		
Who holds the title to the project land(s)?					
Who will own the title & insure equipment purchase?					
Does the project fall within a federal highway right-of-way?		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Does your project take place within the jurisdiction of one of the three Metropolitan Planning Organizations (MPO): Bismarck-Mandan, Fargo, or Grand Forks? If yes, which one?					
<input type="checkbox"/>	Bismarck-Mandan	<input type="checkbox"/>	Fargo	<input type="checkbox"/>	Grand Forks
<input type="checkbox"/>	Not in a MPO				
If yes, has your project received approval from the MPO?		<input type="checkbox"/> Yes (provide documentation)	<input type="checkbox"/> No		
3c. ACCESSIBILITY					
<p>*All RTP projects must meet accessibility guidelines in compliance with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Architectural Barriers Act, PROWAG or the Outdoor Accessibility Guidelines. For more information refer to the U.S. Access Board at <a href="https://www.access-board.gov/guidelines-and-standards">https://www.access-board.gov/guidelines-and-standards</a>. Indicate which guidelines and standards will apply and the project elements affected by the compliance: (i.e. vault toilet, running slope, parking area, signage, etc.)</p>					
Architectural Barriers Act (ABA) Accessibility Standards	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Project elements affected:		
Public Rights-of-Way Accessibility Guidelines (PROWAG)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Project elements affected:		
Americans with Disabilities Act (ADA) Standards (2010)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Project elements affected:		
Forest Service Trail Accessibility Guidelines (FSTAG)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Project elements affected:		
Forest Service Outdoor Recreation Accessibility Guidelines (FSORAG)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Project elements affected:		

<b>Part 4. BUDGET NARRATIVE</b>			
The Recreational Trails Program is an 80% reimbursement program that requires a minimum of 20% of matching funds. Additional consideration is not given for over-matched grant requests.			
<b>4a. BUDGET INFORMATION</b>			
Cost Classification	a. Total Cost	b. Cost Not Allowable	c. Total Allowable Costs (a-b)
Administrative and legal expenses			
Land, structures, rights-of-way, appraisals, etc.			
Relocation expenses and payments			
Architectural and engineering fees			
Project inspection fees			
Site work			
Demolition and removal			
Construction			
Equipment			
Miscellaneous			
<b>SUBTOTAL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Add Contingency (typ. 10-20%)			\$
<b>TOTAL PROJECT COSTS</b>			<b>\$</b>
<b>4b. FEDERAL FUNDING (GRANT REQUEST)</b>			
<i>Example: Constructing a new trail has total estimated cost of \$100,600.00 from Section 4a. To figure out the federal grant request of 80%, the total grant amount requested would be \$80,480.00 (ex. \$100,600.00 x 0.80 = \$80,480.00). The minimum financial match would be \$20,120.00 (ex. \$100,600.00 x 0.20 = \$20,120). The local share may include tax sources, bond funding, cash, force account labor, donated labor, equipment and materials.</i>			
RTP Federal assistance requested, total allowable project costs (c) multiplied by:	80%	<b>Total grant request:</b>	<b>\$</b>
<b>4c. SOURCES AND AMOUNTS OF FINANCIAL MATCH</b>			
Match Source: <i>(Federal, State or Local Funds, Private Funds, Non-Monetary Donation, Other Funds)</i>	Type of Match: <i>(Cash, Donation or In-Kind)</i>	Amount (\$)	Secured? <i>(Yes or No)</i>
<b>TOTAL FINANCIAL MATCH:</b>		<b>\$</b>	
<b>4d. PARTIAL FUNDING FEASIBILITY</b>			
Would partial funding affect the grant?	<input type="checkbox"/>	Yes	<input type="checkbox"/> No
If yes, briefly explain.			

Part 5. PROJECT DETAILS	
5a. Requirement and Evaluation	
<p>1. Provide a brief narrative to understand the scope of the project. Indicate the <b><i>scope of the project</i></b> from <b>PART 3</b>. Please explain if the application is for one or more phases of a multi-phase project.</p>	
<p>2. Clearly define the goals for the project (with a delineation of which user groups would benefit from the project).</p>	
<p>3. A statement with costs associated with the project (ex. material/service purchases including hardware, sand/gravel concrete, landscape materials, signs, design/engineering services, contractor services, equipment rates, equipment costs, and land lease payments).</p>	

<p>4. Evidence of local/area support (council resolutions, minutes of public meetings, letters of support, etc.). Evidence of MPO support must be included if applicable.</p>	
<p>5. Availability/access to 20% match. Matching funds must not be from other federal sources such as Transportation Enhancement (TE) or Transportation Alternatives Program (TAP) through the Department of Transportation. A resolution or confirmation letter from the sponsor will be required prior to any award of a grant.</p>	
<p>6. Evidence of applicant capability to carry out project. For development projects, applicant capability to operate, maintain, and protect trail and facilities when completed.</p>	

<p>7. Site &amp; project quality:          Consideration for trail user group(s); location &amp; relevance of the trail for the intended or existing users; clarity, detail, and quality of project plan/design; quality of existing development (if any); attention to safety, accessibility and health considerations.</p>	
<p>8. Why should this project be funded? Public need and benefit of project: safety concerns, urgency of action, potential to lose the opportunity, number of people who would benefit from the project when compared to cost.</p>	
<p>9. How many people could be expected to use the trail over the course of the year as a result of the project?</p>	
<p>10. Identify adverse impacts that might be realized as a result of completing the project, and how the project design attempts to mitigate adverse impacts. How might the project improve conditions for adjacent landowners?</p>	

<b>5b. Initial Environmental Screening</b>					
<b>Indicate with an (x) for each resource, the potential for adverse impacts. Use a separate sheet to clarify responses.</b>	<b>Not Applicable: Resource does not exist</b>	<b>No/Negligible Impacts: Exists but no or negligible impacts</b>	<b>Minor Impacts</b>	<b>Impacts Exceed Minor: EA/EIS required</b>	<b>More Data Needed to Determine Degree of Impact: EA/EIS required</b>
Geological resources: soils, bedrock, slopes, streambeds, landforms, etc.					
Air quality					
Sound (noise impacts)					
Water quality/quantity					
Stream flow characteristics					
Marine/estuarine					
Floodplains/wetlands					
Land use/ownership patterns; property values; community livability					
Circulation, transportation					
Plant/animal/fish species of special concern and habitat; state/federal listed or proposed for listing					
Unique ecosystems, such as biosphere reserves, World Heritage sites, old growth forests, etc.					
Introduce or promote invasive species (plant or animal)					
Recreation resources, land parks, open space, conservation areas, recreation trails, facilities, services, opportunities, public access, etc.					
Accessibility for populations with disabilities					
Overall aesthetics, special characteristics/features					
Historical/cultural resources, including landscapes, ethnographic, archaeological, structures, etc.					
Socioeconomics, including employment, occupation, income changes, tax base, infrastructure					

<b>Indicate with an (x) for each resource, the potential for adverse impacts. Use a separate sheet to clarify responses.</b>	<b>Not Applicable: Resource does not exist</b>	<b>No/Negligible Impacts: Exists but no or negligible impacts</b>	<b>Minor Impacts</b>	<b>Impacts Exceed Minor: EA/EIS required</b>	<b>More Data Needed to Determine Degree of Impact: EA/EIS required</b>
Minority and low-income populations					
Energy resources (geothermal, fossil fuels, etc.)					
Other agency or tribal land use plans or policies					
Land/structures with history of contamination/hazardous materials even if remediated					
Other important environmental resources to address.					

**Part 6. CERTIFICATION STATEMENTS**

**6a. Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying**

Persons submitting this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions – The prospective primary participant further agrees by submitting this proposal that it will include the clause titles, "Certification Regarding Debarment, Suspension, Ineligibility and voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used; use this form for certification and sign; Certification Regarding Drug- Free Workplace Requirements-Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) – (See Appendix C of Subpart D of 43 CFR Part 12)

Checking the boxes on this form and submitting it provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the funding agency determines to award the covered transaction, grant, cooperative agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions**

CHECK IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

- obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions**

CHECK IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART C: Certification Regarding Drug-Free Workplace Requirements**

CHECK IF THIS CERTIFICATION IS FOR AN APPLICANT THAT IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

- 1. The grantee certifies that it will or continue to provide a drug-free workplace by:
  - 1. (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 2. (b) Establishing an ongoing drug-free awareness program to inform employees about-
    - 1.The dangers of drug abuse in the workplace;
    - 2.The grantee’s policy of maintaining a drug-free workplace;
    - 3.Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 4.The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 3. (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 4. (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
    - 1. Abide by the terms of the statement; and
    - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 5. (e) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers (s) of each affected grant;

6. (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph(d)(2), with respect to any employee who is so convicted—
1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code).

Name:	
Street Address:	
City:	
State:	
Zip:	
<input type="checkbox"/>	Check the box if there are workplaces on file that are not identified here.
<b>PART D: Certification Regarding Drug-Free Workplace Requirements</b>	
<input type="checkbox"/>	CHECK IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.
Alternate II. (Grantees Who Are Individuals) <ol style="list-style-type: none"> <li>1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;</li> <li>2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number (s) of each affected grant.</li> </ol>	
<b>PART E: Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperatives</b>	
<input type="checkbox"/>	CHECK IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.
<input type="checkbox"/>	CHECK IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.
The undersigned certifies, to the best of his or her knowledge and belief, that: <ol style="list-style-type: none"> <li>1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of</li> </ol>	

any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>Part 7. AUTHORIZED SIGNATURE</b>	As the authorized certifying official, I hereby certify that the application is accurate to the best of my knowledge.
<b>Responsible Official's Signature</b>	<b>Responsible Official's Title</b>
<b>Responsible Official's Printed Name</b>	<b>Date</b>
<b>Attachments</b> <i>Please save as a separate PDF attachment.</i>	
<input type="checkbox"/>	Project Location Map <i>NOTE: Map should be an aerial view that allows project site and its location to be easily identified. Include street names, entrance site, marked trail and mile markers (ex. Google Earth Map).</i>
<input type="checkbox"/>	Site Development Plans, if available
<input type="checkbox"/>	Written assurances/leases that confirm the project will be open for public use.
<input type="checkbox"/>	If applicable, recent cultural review letters or documents.
<input type="checkbox"/>	Board meeting minutes and/or letters of support for project.
<input type="checkbox"/>	If applicable, written confirmation of MPO approval.

**Please contact NDPRD Grants Coordinator, Char Binstock, at (701) 328-5364 or [cbinstock@nd.gov](mailto:cbinstock@nd.gov) for questions.**

**Reference Links:**

SCORP: <https://www.parkrec.nd.gov/business/planning/state-comprehensive-outdoor-recreation-plan-scorp>  
 Recreational Trails Program: <https://www.parkrec.nd.gov/business/grants/recreation-trails-program>

**Email completed application and supporting documentation to:**

Char Binstock, Grants Coordinator  
 North Dakota Parks & Recreation Department  
 1600 East Century Avenue, Suite 3  
 Bismarck, ND 58503  
[parkrec@nd.gov](mailto:parkrec@nd.gov)