

AGENDA

APO POLICY BOARD MEETING

THURSDAY, JANUARY 9, 2025 - 4:30 P.M.
GREAT RIVER REGIONAL LIBRARY, BREMER ROOM
1300 W ST GERMAIN ST, ST CLOUD, MN 56301

1. Pledge of Allegiance
2. Introductions
3. Approval of Agenda
4. Public Comment Period
5. Approve Consent Agenda Items (*Attachments A – I*)
 - a. Approve Minutes of November 14, 2024 Policy Board Meeting (*Attachment A*)
 - b. Approve Bills List (*Attachments B*)
 - c. Approve Annual Resolution on Investment Procedures (*Attachment C*)
 - d. Approve Annual Resolution on Paying Certain Claims (*Attachment D*)
 - e. Approve Resolution Authorizing MnDOT to Act as Fiscal Agent for the Tier 1 Bridge Corridor EIS (*Attachments E1 & E2*)
 - f. Approve Administrative Modification to the Transportation Improvement Program (TIP) (*Attachment F*)
 - g. Receive Report on 2024 Attendance for the Technical Advisory Committee (*Attachment G*)
 - h. Receive Report on the 2024 Attendance for the Policy Board Members (*Attachment H*)
 - i. Receive Staff Report on Meeting of the Technical Advisory Committee (*Attachment I*)
6. Elect Officers for 2025 (*Attachment J*), *Raeanne Danielowski, Chair*
 - a. **Suggested Action: Elect a Chair and 3 Vice-Chairs for 2025**
7. Presentation on MnDOT's Corridor Planning Effort (*Attachment K*), *Fay Simer, MnDOT*
 - a. **Suggested Action: None – informational only**
8. Elect an APO Representative for the Area Transportation Partnership (*Attachment L*), *Vicki Johnson, Senior Transportation Planner*
 - a. **Suggested Action: Elect an ATP Representative**
9. Consider Resolution Authorizing Newspaper of Record (*Attachment M*) *Brian Gibson, Executive Director*

a. Suggested Action: Approve A Newspaper of Record

10. Other Business & Announcements

11. Adjournment

English

The Saint Cloud Area Planning Organization (APO) fully complies with the Title VI of the Civil Rights Act of 1964, Title II of the Americans with Disabilities Act of 1990, Executive Order 12898, Executive Order 13116 and related statutes and regulations. The APO is accessible to all persons of all abilities. A person who requires a modification or accommodation, auxiliary aids, translation services, interpreter services, etc., in order to participate in a public meeting, including receiving this agenda and/or attachments in an alternative format, or language please contact the APO at 320-252-7568 or at admin@stcloudapo.org at least seven (7) days in advance of the meeting.

Somali

Ururka Qorsheynta Deegaanka ee Cloud Cloud (APO) wuxuu si buuxda u waafaqsanahay Cinwaanka VI ee Xuquuqda Xuquuqda Rayidka ee 1964, Cinwaanka II ee Sharciga Naafada Mareykanka ee 1990, Amarka Fulinta 12898, Amarka Fulinta 13116 iyo qawaaniinta iyo qawaaniinta la xiriira. APO waa u furan tahay dhammaan dadka awooda oo dhan. Qofka u baahan dib-u-habeyn ama dejin, caawimaad gargaar ah, adeegyo turjumaad, adeegyo turjubaan, iwm, si uu uga qeyb galo kulan dadweyne, oo ay ku jiraan helitaanka ajendahaan iyo / ama ku lifaaqan qaab kale, ama luqadda fadlan la xiriir APO. 320-252-7568 ama at admin@stcloudapo.org ugu yaraan toddobo (7) maalmood kahor kulanka.

Spanish

La Organización de Planificación del Área de Saint Cloud (APO en inglés) cumple plenamente con el Título VI de la Ley de Derechos Civiles de 1964, con el Título II de la Ley sobre los Estadounidenses con Discapacidad de 1990, de la Orden Ejecutiva 12898, de la Orden Ejecutiva 13116 y los estatutos y reglamentos relacionados. La APO es accesible para todas las personas de todas las capacidades. Una persona que requiere una modificación o acomodación, ayudas auxiliares, servicios de traducción, servicios de interpretación, etc., para poder participar en una reunión pública, incluyendo recibir esta agenda y/o archivos adjuntos en un formato o idioma alternativo, por favor, contacta a la APO al número de teléfono 320-252-7568 o al admin@stcloudapo.org al menos siete (7) días antes de la reunión.

SAINT CLOUD AREA PLANNING ORGANIZATION POLICY BOARD
Thursday, November 14, 2024 – 4:30 PM

A regular meeting of the Saint Cloud Area Planning Organization Policy Board was held on Thursday, November 14, 2024, at 4:30 p.m. APO Chair Raeanne Danielowski presided with the following members:

Jake Anderson	City of Saint Cloud
Mike Conway	City of Saint Cloud (Alternate for Mayor Kleis)
Tim Elness	City of Sartell
Nick Sauer	City of Sauk Rapids (Alternate for Dottie Seamans)
Frank Theisen	City of Waite Park (Alternate for Rick Miller)
Michael Kedrowski	Metro Bus (Alternate for Ryan Daniel)
Jared Gapinski	Benton County
Joe Perske	Stearns County
Josh Bentley	Le Sauk Township (Alternate for Jeff Westerlund)

Also in attendance were:

Brian Gibson	Saint Cloud APO
Vicki Johnson	Saint Cloud APO
Alex McKenzie	Saint Cloud APO
Trina Ness	Saint Cloud APO

Absent:

Rick Schultz	City of Saint Joseph
Jeff Goerger	City of Saint Cloud

- 1. PLEDGE OF ALLEGIANCE**
- 2. INTRODUCTIONS**
- 3. APPROVAL OF AGENDA:**

Mr. Conway motioned to approve the agenda. Mr. Theisen seconded the motion. Motion carried.

- 4. PUBLIC COMMENT PERIOD:** There were no members of the public present.

5. CONSIDERATION OF CONSENT AGENDA ITEMS:

- a. Approve Minutes of October 10, 2024, Policy Board Meeting
- b. Approve Updated Bill's List for October
- c. Receive Staff Report on Technical Advisory Committee Meeting (TAC)
- d. Receive Staff Report on Meeting of the Area Transportation Partnership (ATP-3)
- e. Receive Q3 Financial Report

Mr. Elness motioned to approve the agenda. Mr. Gapinski seconded the motion. Motion carried.

6. CONSIDERATION OF THE FY 2026-2029 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) PROJECTS

Ms. Johnson provided a review of the Highway Safety Improvement Program (HSIP) federal formula program. The goal of the HSIP is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads and roads on tribal lands. This funding source requires a 10% local match with a maximum cap for a project being \$750,000 per location. She stated that the 2026-2029 HSIP solicitation kicked off in early September by MnDOT's Office of Traffic Engineering (OTE). Applications are due to OTE by no later than Wednesday, Nov. 27, 2024.

HSIP projects occurring within the APO's planning area must be reviewed by the APO's TAC and Policy Board prior to being submitted for funding consideration. All proactive/data driven projects will receive equal prioritization. All reactive projects will be subject to discussion based preliminary rankings by the TAC with final rankings/prioritization being handled at the Policy Board level.

Stearns County has indicated their intent to apply for this solicitation with the following projects:

- Proactive/Data-Driven: Installation of rural intersection lighting at several locations throughout the county including the following intersections within the APO's planning area: MN 15 at CSAH 74 and CSAH 6 at CSAH 74.
- Proactive/Data-Driven: Ground-in wet reflective edge lines throughout the county including the following roadways within the APO's planning area:
 - CSAH 4 between CSAH 3 and CSAH 2.
 - CSAH 3 between Norway Road and northern county line.
 - CSAH 47 from MN 23 to MN 15.
 - CSAH 8 from MN 23 to MN 15.

Mr. Sauer motioned to approve the FY 2026-2029 Highway Safety Improvement Projects. Mr. Theisen seconded the motion. Motion carried.

7. CONSIDER COST-SHARING AGREEMENT FOR FUTURE BELTLINE PROJECTS

Mr. Gibson reminded the Policy Board that they had asked APO staff to solicit a recommendation from the TAC. He presented the TAC's recommendations regarding the future beltline roadway project cost-sharing agreement. The key questions were:

1. Which part of the project development process would be cost-shared regionally, and
2. How would the cost-sharing be distributed among the APO members?

Mr. Gibson revisited the discussion and considerations from the TAC at their August 28, 2024, meeting as well as the discussion from the October 10, 2024, Policy Board meeting.

1. The cost of the planning phase of any beltline project should be cost-shared among the jurisdictions according to the normal APO cost distribution formula, as usual.
2. When Federal or State funds are being used for a Tier 1 Environmental Impact Statement (EIS), the local-match costs should be shared among the jurisdictions, with the implementing jurisdiction paying 50% of the local match, and the other 50% being distributed among the jurisdictions according to the normal APO cost distribution formula.
3. Tier 2 EISs and all other aspects of project development should be the sole responsibility of the implementing jurisdiction.

Mr. Gibson gave definitions for the TIER 1 and TIER 2 Environmental Impact Statements (EIS).

After much discussion the Board decided to table this item until March 2025, after the new councils and boards have been seated and can make a recommendation.

8. OTHER BUSINESS & ANNOUNCEMENTS

- Mr. Perske was awarded the Transportation Advocate award from the Transportation Alliance
- Mr. Perske believes it would be beneficial to have Fay Simer, Corridor Planning Director at MnDOT, attend one of our future meetings.
- MPO 101 Classes for incoming Policy Board members.
- Mississippi Bridge Proposal - MnDOT has been in preservation mode and unless we get an organization planning a process, the project won't be moved forward.
- Washington D.C. Trip/Topics were discussed:
 - Reauthorization Bill
 - Advocate for River Crossing
 - MN Hwy 15 & MN Hwy 23 Improvement
 - US 10 Improvements
 - St. Cloud Airport aviation workforce development program in conjunction with SCTCC
 - Passenger rail/Transportation & Housing

9. ADJOURNMENT:

Mr. Gapinski motioned to adjourn the meeting. Mr. Anderson seconded the motion. Motion carried.

The meeting was adjourned at 5:05 p.m.

ST. CLOUD AREA PLANNING ORGANIZATION

Transaction List by Vendor

November 1-December 31, 2024

DATE	AMOUNT	ACCOUNT FULL NAME
Abdo Financial Solutions		
11/01/2024	\$4,874.25	6602 Accounting Services:6602.2 Accounting Services
12/01/2024	\$4,874.25	6602 Accounting Services:6602.2 Accounting Services
Total for Abdo Financial Solutions	\$9,748.50	
Adobe Creative Cloud		
11/08/2024	\$59.99	6609 IT Support & Software
11/11/2024	\$59.99	6609 IT Support & Software
11/17/2024	\$21.51	6609 IT Support & Software
11/21/2024	\$21.51	6609 IT Support & Software
12/08/2024	\$59.99	6609 IT Support & Software
12/11/2024	\$59.99	6609 IT Support & Software
12/17/2024	\$21.51	6609 IT Support & Software
12/21/2024	\$21.51	6609 IT Support & Software
Total for Adobe Creative Cloud	\$326.00	
ADP Tax		
11/05/2024	\$5,461.36	
11/20/2024	\$5,551.22	
12/02/2024	\$5,383.53	
12/20/2024	\$5,802.20	
Total for ADP Tax	\$22,198.31	
AFLAC		
11/04/2024	\$1,098.42	2150 Payroll Benefits Payable:2150.5 Aflac Payable
12/05/2024	\$1,098.42	2150 Payroll Benefits Payable:2150.5 Aflac Payable
Total for AFLAC	\$2,196.84	
BCBS of MN		
11/01/2024	\$4,695.24	6560A Wages and Benefits:6600 Employee Benefits:6600.5 Health/Dental/Life Insurance
12/03/2024	\$4,759.09	6560A Wages and Benefits:6600 Employee Benefits:6600.5 Health/Dental/Life Insurance
Total for BCBS of MN	\$9,454.33	
Bolton & Menk, Inc.		
11/19/2024	\$14,502.66	
Total for Bolton & Menk, Inc.	\$14,502.66	
City of St. Cloud - Water/Sewer		
11/04/2024	\$63.54	6606 Utilities and Maintenance:6606.1 Utilities
Total for City of St. Cloud - Water/Sewer	\$63.54	
David Turch & Associates		
11/08/2024	\$4,000.00	902 Ineligible Fed Reimbursemt:902.10 Washington Lobbyist
12/10/2024	\$4,000.00	902 Ineligible Fed Reimbursemt:902.10 Washington Lobbyist
Total for David Turch & Associates	\$8,000.00	
Delta Dental		
11/12/2024	\$299.62	6560A Wages and Benefits:6600 Employee Benefits:6600.5 Health/Dental/Life Insurance
12/31/2024	\$299.62	6560A Wages and Benefits:6600 Employee Benefits:6600.5 Health/Dental/Life Insurance

DATE	AMOUNT	ACCOUNT FULL NAME
Total for Delta Dental	\$599.24	
Eco-Counter Inc		
12/06/2024	\$180.00	6610 Dues & Subscriptions
Total for Eco-Counter Inc	\$180.00	
Google Inc.		
11/30/2024	\$48.00	6609 IT Support & Software
Total for Google Inc.	\$48.00	
HealthEquity		
11/01/2024	\$4.00	6560A Wages and Benefits:6600 Employee Benefits:6600.6 HSA Account
12/09/2024	\$4.00	6560A Wages and Benefits:6600 Employee Benefits:6600.6 HSA Account
Total for HealthEquity	\$8.00	
Liberty Savings Bank		
11/29/2024	\$40.00	6601 Office Supplies
Total for Liberty Savings Bank	\$40.00	
Loffler Companies		
11/20/2024	\$208.32	6608 Multifunction Copier
12/18/2024	\$46.92	6608 Multifunction Copier
Total for Loffler Companies	\$255.24	
Mailchimp.com		
11/02/2024	\$20.00	6609 IT Support & Software
12/02/2024	\$20.00	6609 IT Support & Software
Total for Mailchimp.com	\$40.00	
Metro Sales Inc		
11/05/2024	\$1,078.15	6609 IT Support & Software
12/13/2024	\$1,078.15	6609 IT Support & Software
Total for Metro Sales Inc	\$2,156.30	
MN PERA		
11/05/2024	\$2,535.53	2150 Payroll Benefits Payable:2150.1 PERA Payable
11/20/2024	\$2,577.96	2150 Payroll Benefits Payable:2150.1 PERA Payable
12/02/2024	\$2,506.45	2150 Payroll Benefits Payable:2150.1 PERA Payable
12/20/2024	\$2,654.39	2150 Payroll Benefits Payable:2150.1 PERA Payable
Total for MN PERA	\$10,274.33	
Premium Waters, Inc.		
11/30/2024	\$32.22	6606 Utilities and Maintenance
Total for Premium Waters, Inc.	\$32.22	
Principal Mutual Life Insurance		
11/01/2024	\$299.51	6560A Wages and Benefits:6600 Employee Benefits:6600.5 Health/Dental/Life Insurance
12/01/2024	\$299.51	6560A Wages and Benefits:6600 Employee Benefits:6600.5 Health/Dental/Life Insurance
Total for Principal Mutual Life Insurance	\$599.02	
Quill.com		
11/04/2024	\$212.59	6601 Office Supplies
11/29/2024	\$52.57	6601 Office Supplies
12/17/2024	\$95.65	6601 Office Supplies
Total for Quill.com	\$360.81	
Schroden's Inc.		
11/20/2024	\$150.00	6606 Utilities and Maintenance:6606.2 Maintenance

DATE	AMOUNT	ACCOUNT FULL NAME
Total for Schroden's Inc.	\$150.00	
Shutterstock.com		
11/09/2024	\$29.00	6605 Printing & Publishing
12/09/2024	\$29.00	6605 Printing & Publishing
Total for Shutterstock.com	\$58.00	
Spectrum Business (Charter)		
11/30/2024	\$419.94	
Total for Spectrum Business (Charter)	\$419.94	
SRF Consulting Group, Inc.		
11/30/2024	\$19,737.96	
Total for SRF Consulting Group, Inc.	\$19,737.96	
St. Cloud Live		
11/15/2024	\$100.00	6603 Communications:6603.2 Postage
Total for St. Cloud Live	\$100.00	
Stearns Electric Association		
11/05/2024	\$167.71	6606 Utilities and Maintenance:6606.1 Utilities
12/04/2024	\$170.59	6606 Utilities and Maintenance:6606.1 Utilities
Total for Stearns Electric Association	\$338.30	
Summit Fire Protection		
11/26/2024	\$266.41	6606 Utilities and Maintenance
Total for Summit Fire Protection	\$266.41	
Weisman Cleaning Inc		
11/30/2024	\$150.00	6606 Utilities and Maintenance:6606.2 Maintenance
12/31/2024	\$150.00	6606 Utilities and Maintenance:6606.2 Maintenance
Total for Weisman Cleaning Inc	\$300.00	
West Central Sanitation, Inc		
11/01/2024	\$53.48	6606 Utilities and Maintenance:6606.1 Utilities
12/01/2024	\$53.48	6606 Utilities and Maintenance:6606.1 Utilities
Total for West Central Sanitation, Inc	\$106.96	
Xcel Energy		
11/07/2024	\$77.69	6606 Utilities and Maintenance:6606.1 Utilities
12/09/2024	\$165.41	6606 Utilities and Maintenance:6606.1 Utilities
Total for Xcel Energy	\$243.10	
	\$102,804.01	



1040 County Road 4, Saint Cloud, MN 56303-0643

T. 320.252.7568 F. 320.252.6557

Establishment of CY 2025 Investment Procedures Resolution #2025-01

WHEREAS; the St. Cloud Area Planning Organization (APO) maintains a cash and investment pool; and

WHEREAS; in accordance with Minnesota Statutes the APO maintains deposits at financial institutions for the purpose of; funding long-term liabilities, interruptions in cash flow and increasing earning through investment; and

WHEREAS; Minnesota Statutes SS 118A.04 and 118.05 authorize various types of investments for local units of government; and

WHEREAS; of these authorized types, APO investments shall be further limited to those with at least a AA rating by Standard and Poor's to protect principal; and

WHEREAS; the APO shall diversify securities and minimize concentration of investments, with no more than 75% of the investment pool in one security or within one financial/brokerage firm; and

WHEREAS; to minimize interest rate losses the APO shall invest operation funds primarily in short-term securities; and

WHEREAS; the Policy Board shall authorize investment transactions greater than \$100,000, in any one transaction, prior to the Executive Director's execution of the transaction; and

WHEREAS; the Executive Board shall authorize preferred financial institutions and preferred brokerage firms that can be used for investing purposes by the Executive Director; and

WHEREAS; qualifications for a broker/dealer shall include an association or affiliation with a regional or nationally known brokerage firm and hold a valid National Association of Security Dealers (NASD) security license.

NOW, THEREFORE, BE IT RESOLVED, that the St. Cloud Area Planning Organization, hereby, identifies the following four financial institutions and three brokerage firms as the preferred investment businesses for APO transactions.

Financial Institutions

- Wells Fargo
- U. S. Bank
- Liberty Savings Bank Investments
- Bremer Bank

Brokerage Firms

- US Bancorp Investments
- Edward Jones
- RBC Dain Rausch

Adopted by the St. Cloud Area Planning Organization Executive Board January 9, 2025.

Resolution #2025-01

ATTEST:

Raeanne Danielowski
St. Cloud APO Chair

Brian Gibson
St. Cloud APO Executive Director

January 9, 2025

Date

January 9, 2025

Date



1040 County Road 4, Saint Cloud, MN 56303-0643

T. 320.252.7568 F. 320.252.6557

**Delegation of Authority for Paying Certain Claims
Resolution #2025-02**

WHEREAS, Minnesota Statute 412.271; Subd. 8 states that “a city council [Elected Board], at its discretion, may delegate its authority to pay certain claims made against the city [Organization] to an administrative official”; and

WHEREAS, as a joint powers authority, the APO is bound by the same legal compliances of Minnesota Statute 412; and

WHEREAS, Elected Boards opting to delegate their authority to review claims before payment pursuant to this subdivision shall have internal accounting and administrative control procedures to ensure the proper disbursement of public funds; and

WHEREAS, The procedures shall include regular and frequent review of the administrative officials' actions by the Elected Board; and

WHEREAS, A list of all claims paid under the procedures established by the elected Board shall be presented to the Elected Board for informational purposes only at the next regularly scheduled meeting after payment of the claim; and

WHEREAS, An Elected Board that delegates its authority to pay certain claims made against the organization must adopt a resolution authorizing a specified administrative official to pay the claims that meet the standards and procedures established by the Elected Board; and

WHEREAS, the APO currently utilizes auto-pay prior to Elected Board approval for BlueCross Blue Shield, Delta Dental, Principal, City of Saint Cloud – Utilities, Stearns Electric, Xcel Energy, West Central Sanitation, AFLAC, Loffler (copier maintenance agreement) Metro Sales (IT), Spectrum (Phone & Internet), Google, Survey Monkey, Quill, Mail Chimp, and Eco Counter payments; and

WHEREAS, the APO desires to expand its use of auto-pay in order to expedite the process of claim settlements;

THEREFORE, BE IT RESOLVED, that the APO authorizes the Executive Director to auto-pay the claims as identified above that meet the standards and procedures established by this resolution and established by the APO Procurement Policy.

ATTEST:

Raeanne Danielowski
St. Cloud APO Chair

Brian Gibson
St. Cloud APO Executive Director

January 9, 2025

Date

January 9, 2025

Date



1040 County Road 4, Saint Cloud, MN 56303-0643

T. 320.252.7568 F. 320.252.6557

**Authorizing Grant Agreement with MnDOT
Resolution #2025-03**

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the Saint Cloud Area Planning Organization (APO) to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Executive Director is hereby authorized and directed for and on behalf of the APO to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 091-070-028", a copy of which said agreement was before the APO Policy Board and which is made a part hereof by reference.

Raeanne Danielowski
St. Cloud APO Chair

Brian Gibson
St. Cloud APO Executive Director

January 9, 2025
Date

January 9, 2025
Date

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the APO at a duly authorized meeting thereof held on the 9th day of January, 2025, as shown by the minutes of said meeting in my possession.

Trina Ness
Notary Public
My Commission expires _____
Date: _____

(SEAL)



STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN PRELIMINARY ENGINEERING

State Project Number: 091-070-028 _____

FAIN: CDS 7125(194) _____

This Agreement is entered into by and between Saint Cloud Area Planning Organization (“Local Government”) and the State of Minnesota acting through its Commissioner of Transportation (“MnDOT”).

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by federal funds, hereinafter referred to as the “Project”; and
2. The Local Government is proposing a federal aid project for preliminary engineering to perform an Environmental Study for a Mississippi River Bridge and four lane roadway hereinafter referred to as “Preliminary Engineering;” and
3. The Preliminary Engineering is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 091-070-028, and in Federal Highway Administration (“FHWA”) records as Minnesota Project CDS 7125(194); and
4. The Assistance Listing Number (ALN) for this project is 20.205 and
5. These funds are not for research and development; and
6. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. **Effective Date.** This Agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Local Government’s Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Preliminary Engineering.

2.2. Staffing.

- 2.2.1. The Local Government will designate a publicly employed and registered engineer, (“Project Engineer”), to be in responsible charge of the Project and to supervise and direct the work performed under any contract let for the Project. If Local Government elects to use a private consultant for

engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project. The services of the Local Government to be performed pursuant to this Agreement may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.2.2. During the progress of the work on the Project, the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project.

2.2.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project.

3. Pre-Award and Award. The Local Government will follow the applicable Procurement Method

3.1. Competitive negotiation (qualifications-based selection). Local Government shall use the competitive negotiation method for the procurement of engineering and design related services when FAHP funds are involved in the contract, as specified in 23 U.S.C. 112(b)(2)(A).

3.1.1. The Local Government will prepare request for proposals in accordance with Minnesota law and applicable Federal laws and regulations.

3.1.2. The Local Government will solicit proposals for Preliminary Engineering after obtaining written notification from MnDOT that the FHWA has authorized the Project. Any Project advertised prior to authorization will not be eligible for federal reimbursement.

3.1.3. The Local Government will prepare and publish the request for proposals and any addendums for the Project as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid contracts as supplied by MnDOT. The solicitation will state where the Local Government will receive the sealed proposals.

3.1.4. The Local Government may not include other work in the contract for the authorized Project without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project.

3.1.5. The Local Government will receive, open, and evaluate proposals in accordance with the requirements of the Brooks Act. After the selecting the highest ranked firm, the Local Government will prepare an independent agency estimate of the Preliminary Engineering and enter into negotiations for a contract that is fair and reasonable to the Federal Government. The negotiation with the highest ranked firm will establish elements of contract costs, accepting indirect cost rate(s) for application to contracts, and assuring consultant compliance with the Federal cost principles in accordance with § 172.11. Subconsultant agreements must contain all required contract provisions, assurances, and certifications in accordance with § 172.9.

3.1.6. If the Local Government is unable to negotiate a satisfactory contract with the highest ranked firm, the Local Government must undertake negotiations with the next highest ranked firm, continuing the process until a contract agreement for fair and reasonable compensation is reached. Section 172.7(a)(1)(iv)(E)

- 3.1.7. The Local Government will verify suspension and debarment actions and eligibility of consultants, as specified in 2 CFR part 1200 and 2 CFR part 180; The Local Government will then evaluate interests, qualifications, or proposals and the ranking/selection of each eligible consultant.
 - 3.1.8. If the proposal contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.
 - 3.1.9. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
 - 3.1.10. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.
 - 3.1.11. Local Government may not execute a contract in excess of \$50,000 with a third-party consultant or subcontractor for Environmental Studies, as determined by MnDOT, unless MnDOT has conducted a pre-award audit on the third-party consultant or subcontractor. Local Government may incorporate any recommendations resulting from MnDOT's pre-award audit into Local Government's contract with the third-party consultant or subcontractor. Costs for these services must be reasonable in relation to the services rendered. At any time during the Agreement or during the final audit, MnDOT may audit and adjust the costs charged for such services in accordance with 2 CFR 200.459. If Local Government has questions or is concerned that the costs charged for such services may not be reasonable, Local Government should contact MnDOT's authorized representative for guidance.
- 3.2. Small Purchases. Local Government may use the small purchase procedures that reflect applicable State laws and regulations for the procurement of engineering and design related services provided the total contract costs do not exceed the Federal simplified acquisition threshold (as defined in 48 CFR 2.101). When a lower threshold for use of small purchase procedures is established in State law, regulation, or policy, the lower threshold shall apply to the use of FAHP funds.
- 3.2.1. The Local Government will prepare the scope of work, project phases, and contract requirements and shall not break these down into smaller components merely to permit the use of small purchase procedures.
 - 3.2.2. The Local Government will provide a minimum of two consultants to satisfy the adequate number of qualified sources reviewed. In instances where only two qualified consultants respond to the solicitation, the Local Government may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements which arbitrarily limited competition. Alternatively, a Local Government may pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re compete under a new solicitation as specified in § 172.7(a)(3)(iii)(C).
 - 3.2.3. The Local Government will negotiate contract costs in accordance with small purchase procedures; however, the allowability of costs shall be determined in accordance with the Federal cost principles.
 - 3.2.4. The Local Government will verify the full amount of any contract modification or amendment will not cause the total contract amount to exceed the established simplified acquisition threshold is ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.
- 3.3. Non Competitive. The following requirements shall apply to the noncompetitive procurement method:
- 3.3.1. The Local Government may use its own noncompetitive procedures that reflect applicable State and local laws and regulations and conform to applicable Federal requirements.
 - 3.3.2. The Local Government shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from FHWA before using this form of contracting.

3.3.3. The Local Government may award a contract by noncompetitive procedures under the following limited circumstances:

- (a) The service is available only from a single source;
- (b) There is an emergency which will not permit the time necessary to conduct competitive negotiations; or
- (c) After solicitation of a number of sources, competition is determined to be inadequate.
- (d) Contract costs may be negotiated in accordance with Local Government noncompetitive procedures; however, the allowability of costs shall be determined in accordance with the Federal cost principles.

3.4. Contract Administration. The Local Government will monitor the consultant's work and compliance with the terms, conditions, and specifications of the contract.

3.4.1. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.

3.4.2. The Local Government will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the Local Government. The Local Government will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.

3.4.3. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.

3.4.4. The Local Government will determine the extent to which the consultant, which is responsible for the professional quality, technical accuracy, and coordination of services, may be reasonably liable for costs resulting from errors and omissions in the work furnished under its contract;

3.4.5. The Local Government will assess administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and providing for such sanctions and penalties as may be appropriate; and

3.4.6. The Local Government will resolve disputes in the procurement, management, and administration of engineering and design related consultant services.

3.4.7. The Local Government will prepare a consultant's performance evaluation when services are completed and using such performance data in future evaluation and ranking of consultant to provide similar services.

3.4.8. The Local Government will close out the contract once the evaluation is completed.

3.4.9. The Local Government must comply with all applicable Federal, State, and local laws, ordinances, and regulations.

4. MnDOT's Duties

4.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

4.2. Project Activities.

4.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this Agreement.

4.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the proposal solicitation and will provide the required Federal-aid provisions to be included in the Proposal.

4.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation cannot be obtained, then the Local

Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

- 4.3. Authority. MnDOT may withhold federal funds, if MnDOT or the FHWA determines that the Project was not completed in compliance with federal requirements.
- 4.4. Inspection. MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of seven years following the closing of the construction contract.

5. Time

- 5.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence
- 5.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

6. Payment

- 6.1. The estimated cost of the Preliminary Engineering is \$1,000,000.00.
 - 6.1.1. It is anticipated that 80% (up to \$ 800,000.00) of the cost of the Preliminary Engineering is to be paid from federal funds made available by the FHWA, and that the remaining 20% shall be paid by the Local Government. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.
 - 6.1.2. Costs incurred as of the federal authorization date of 12/18/2024 will be eligible, if approved, for federal participation. Any costs incurred by the Local Government prior to the federal authorization date will not be eligible for federal participation.
 - 6.1.3. Eligible cost and expense, if approved, may consist of the following:
 - a. The cost of conducting and developing an Environmental Impact Statement for a newly proposed bridge and four-lane roadway and related activities.
 - b. The direct labor charges for Local Government employees for the time that said employees are performing work pursuant to this Agreement must be documented in a Public Interest Finding and approved by the FHWA. Said labor charges may include the prorata share of "labor additives" applicable to said labor charges. Costs to the Local Government of "labor additives" consisting of holiday pay, vacation, sick leave, retirement, pension, unemployment taxes, compensation and liability insurance, lost time charges and similar costs incidental to labor employment will be reimbursed only when supported by adequate records.
 - c. The applicable equipment rental charges for Local Government owned equipment used by the Local Government and mileage charges for employee owned vehicles used by the Local Government on work performed pursuant to this Agreement, at rates reflective of the Local Government actual cost.
 - d. Expenditures for materials, supplies, mechanical data processing and equipment rental, limited to the actual expenditures for the purposes of this Agreement.
 - e. The cost incurred by the Local Government to employ outside forces to perform any or all of

the work pursuant to this Agreement, subject to the provisions of section I.D. SUBLETTING.

- 6.1.4. Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the Local Government are not eligible for federal participation.
 - 6.1.5. Acceptability of costs under this Agreement will be determined in accordance with the cost principles and procedures set forth in the applicable Federal Acquisition Regulations, Contract Cost Principals and Procedures, 48 Code of Federal Regulations (CFR) 31 which is hereby incorporated by reference and made a part of this Agreement.
 - 6.1.6. For costs expected to exceed \$1,000,000.00, the Local Government must request the preparation and execution of a supplement to this Agreement, prior to incurring such costs.
- 6.2. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will review and sign each partial pay request. Following certification of the partial estimate, MnDOT will reimburse the Local Government, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds.
- 6.2.1. The Local Government may request partial payments not more than once each thirty (30) days. The Project Engineer will certify each partial payment.
 - 6.2.2. The invoice and supplements thereto, will contain all details that may be necessary for a proper audit. Such details will consist of at least the following:
 - (a) A breakdown of labor by individual, classification, dates and hours worked times the applicable rate to arrive at a total dollar amount for each individual.
 - (b) The labor additive shall be applied to total labor dollars.
 - (c) The equipment charges shall be broken down by type of equipment times the applicable rate and dates used to arrive at total equipment charges.
 - (d) A detailed breakdown of outside services used and supporting invoices and documentation that costs of outside services have been paid.
 - (e) Detail for materials, supplies, and other items with the description, units, and unit prices included in the invoice. If materials or supplies are purchased from an outside source, a copy of that invoice should be included.
 - (f) The invoices will include 100% of eligible charges applicable to the Preliminary Engineering so that the prorata share of federal and Local Government participation can be applied to the total costs.
 - 6.2.3. Reimbursement of costs under this Agreement will be based on actual costs.
- 6.3. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 6.4. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the consultant in

accordance with the terms of the construction contract for the Project(s).

- 6.4.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate. No more than 90% of the reimbursement due under this Agreement will be paid until completion of the final audit and approval by MnDOT's authorized representative.
- 6.4.2. Upon completion of the Project, the Local Government will prepare a final payment request in accordance with the terms of this Agreement. The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the consultant in accordance with the terms of the construction contract for the Project(s).
- 6.4.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records. MnDOT will review and certify the final payment request with a final audit.
- 6.4.4. No more than 90% of the reimbursement due under this Agreement will be paid until completion of the final audit and approval by MnDOT's authorized representative.
- 6.4.5. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds
- 6.4.6. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, If or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.

- 6.5. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 6.6. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.
- 6.7. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.

7. Conditions of Payment.

- 7.1. All services provided by Local Government under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative and in accordance

with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.

8. Authorized Representatives

8.1. MnDOT's Authorized Representative is:

Name: Christopher Nobach, or their successor.

Title: State Aid, Special Projects

Phone: 651-366-3824

Email: Christopher.nobach@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

8.2. The Local Government's Authorized Representative is:

Name: Brian Gibson, or their successor.

Title: Saint Cloud APO Executive Director

Phone: 320-252-7568

Email: gibson@stcloudapo.org

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.

9. Assignment Amendments, Waiver, and Agreement Complete

- 9.1. **Assignment.** Neither party will assign or transfer any rights or obligations under this Agreement without prior written approval of the other party.
- 9.2. **Amendments.** Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original Agreement, or their successors in office.
- 9.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 9.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- 9.5. **Severability.** If any provision of this Agreement or the application thereof is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 9.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 9.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

10. Liability and Claims

- 10.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent

authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

10.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project, including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

11. Audits

11.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

11.2. The Local Government will comply with the Single Audit Act of 1984(with amendment in 1996) and Office of Management and Budget (OMB)'s 2 CFR 200 Subpart F, including amendments and successors thereto, which are incorporated herein by reference.

11.3. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.

11.4. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

12. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

13. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

14. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination; Suspension

15.1. **Termination by MnDOT or Commissioner of Administration.** MnDOT or Commissioner of Administration may unilaterally terminate this Agreement with or without cause, upon 30 days written notice to the Local

Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 15.2. **Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 15.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
- 15.3.1. MnDOT does not obtain funding from the Minnesota Legislature; or
- 15.3.2. Funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 15.4. **Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
16. **Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
17. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
18. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being

hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

19. Appendix II 2 CFR Part 200. The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.

- 19.1.1. Contracts for more than the simplified acquisition threshold, 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.
- 19.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 19.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 19.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 19.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as

supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

19.1.6. 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.

19.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions 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." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

19.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 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.

19.1.10. Local Government will comply with 2 CFR § 200.323.

19.1.11. Local Government will comply with 2 CFR § 200.216.

19.1.12. Local Government will comply with 2 CFR § 200.322.

19.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

19.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of

receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

19.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

19.5. **Federal Funding Accountability and Transparency Act (FFATA).**

19.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 19.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 19.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 19.5.4. The Local Government will obtain a Unique Entity Identifier (UEI) number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project.
- 19.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

Saint Cloud Area Planning Organization

Saint Cloud Area Planning Organization certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: State Aid Engineer _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____



SAINT CLOUD | AREA PLANNING ORGANIZATION

1040 County Road 4, Saint Cloud, MN 56303-0643

T. 320.252.7568 F. 320.252.6557

TO: Saint Cloud Area Planning Organization Policy Board
FROM: Vicki Johnson, Senior Transportation Planner
RE: FY 2025-2028 Transportation Improvement Program Administrative Modifications
DATE: Nov. 20, 2024

One of the responsibilities of the Saint Cloud Area Planning Organization (APO), as outlined by the Federal Government, is to develop and maintain a Transportation Improvement Program (TIP). The TIP is the document that programs federal funds for transportation improvements in the APO's Metropolitan Planning Area (MPA). Decisions about transportation investments require collaboration and cooperation between different levels of government and neighboring agencies and jurisdictions. As a document, the TIP reports how the various agencies and jurisdictions within the MPA have prioritized their use of limited Federal highway and transit funding.

Administrative modifications have been proposed to the APO's FY 2025-2028 TIP from the City of Saint Cloud and the City of Sartell.

City of Saint Cloud

- 2025
 - **162-120-008.** Due to changes with the larger roadway reconstruction project on Lincoln Avenue (a project that will be done at the same time but will be handled through a separate process), the City is looking to increase the width of the proposed sidewalk along Lincoln Avenue. This has resulted in an increase in the project cost from \$125,000 to \$272,000. In addition, to coincide with the existing Lincoln Avenue reconstruction project, the city is seeking to AC this project to be done in the same construction year. This will result in this project being moved to FY 2025 with an AC Payback in 2026. New description is as follows: ****AC**CRP**LINCOLN AVE SE; CONSTRUCT SIDEWALK FROM 4TH STREET SE TO 7TH ST SE IN THE CITY OF ST CLOUD (PAYBACK IN 2026).** Funding breakdown is as follows: STIP Total: \$176,667; Total AC: \$95,333; Other/Local: \$176,667; Project Total: \$272,000.
- 2026
 - **162-120-008AC.** Due to changes with the larger roadway reconstruction project on Lincoln Avenue (a project that will be done at the same time but will be handled through a separate process), the City is looking to increase the width of the proposed sidewalk along Lincoln Avenue. This has resulted in an increase in the project cost from \$125,000 to \$272,000. In addition, to coincide with the existing Lincoln Avenue reconstruction project, the city is seeking to AC this project to be done in the same construction year. This will result in this project being moved to FY 2025 with an AC Payback in 2026. New description is as follows: ****AC**CRP**LINCOLN AVE SE; CONSTRUCT SIDEWALK FROM 4TH STREET SE TO 7TH ST SE IN THE CITY OF ST CLOUD (PAYBACK 1 OF 1).** Funding breakdown is as follows: STIP Total: \$95,333; Target AC Payback: \$95,333; Total AC Payback: \$95,333.

City of Sartell

E. admin@stcloudapo.org W. stcloudapo.org

- 2025
 - **220-070-001.** PINECONE ROAD/7TH ST NORTH INTERSECTION, INSTALL SIGNAL SYSTEM. During meetings with MnDOT District 3 State Aid, the city has been instructed to update the project description to more accurately reflect the scope of the project. In addition, due to increased lead times needed to purchase materials for this project, the city is requesting to advance construct this project from its original 2026 programmed year to 2025. Updated description is as follows: ****AC**PINECONE ROAD/7TH ST N INTERSECTION AND PEDESTRIAN IMPROVEMENTS (PAYBACK IN 2026).** Funding breakdown is as follows: STIP Total: \$150,000; Total AC: \$400,000; Other/Local: \$150,000; Project Total: \$550,000.
- 2026
 - **220-070-001AC.** PINECONE ROAD/7TH ST NORTH INTERSECTION, INSTALL SIGNAL SYSTEM. During meetings with MnDOT District 3 State Aid, the city has been instructed to update the project description to more accurately reflect the scope of the project. In addition, due to increased lead times needed to purchase materials for this project, the city is requesting to advance construct this project from its original 2026 programmed year to 2025. Updated description is as follows: ****AC**PINECONE ROAD/7TH ST N INTERSECTION AND PEDESTRIAN IMPROVEMENTS (PAYBACK 1 of 1).** Funding breakdown is as follows: STIP Total: \$400,000; Target AC Payback: \$400,000; Total AC Payback: \$400,000.

With all the proposed changes, fiscal constraint has been maintained for each jurisdiction.

Per the APO's [Stakeholder Engagement Plan \(SEP\)](https://stcloudapo.org/current-plans/current-sep-title-vi-doc/) (https://stcloudapo.org/current-plans/current-sep-title-vi-doc/), administrative modifications to the TIP do not require public engagement. However, these do need to be reviewed by the APO's Technical Advisory Committee (TAC) as well as receive Policy Board approval.

At its specially called meeting on Nov. 20, 2024, TAC representatives recommended Policy Board approval of the proposed administrative modifications.

After the TAC meeting, the City of Sartell informed APO staff of the need to increase the cost of the Pinecone Road/Seventh Street N signal installation by \$100,000 to account for the increasing cost of materials. Because this project cost was originally under \$1 million and the increase of \$100,000 will keep the overall cost of the project under \$1 million, the APO's adopted guidance on this change would classify this as a technical correction. As such, APO staff will incorporate the cost increase as part of the overall administrative modification to the Sartell project.

Suggested Action: Approval.



1040 County Road 4, Saint Cloud, MN 56303-0643

T. 320.252.7568 F. 320.252.6557

TO: Saint Cloud Area Planning Organization Policy Board
FROM: Vicki Johnson, Senior Transportation Planner
RE: 2024 TAC Representative Attendance
DATE: Nov. 20, 2024

As stated in Section 3.5 of the Bylaws of the Saint Cloud Area Planning Organization's (APO's) Technical Advisory Committee (TAC):

"There is no attendance requirement for individual representatives. However, attendance records of each Primary Voting Representative and Alternate Voting Representative will be kept and annually reported to member units to help ensure that each member unit is being represented to the extent that they so desire."

During calendar year 2024, 11 TAC meetings were held. Below is the meeting attendance record by member jurisdiction and/or applicable agency representatives serving on the APO's TAC.

Member Unit	Primary Rep Attendance	Alternate Rep Attendance	*Non-Voting Capacity Attendance	No Attendance
Saint Cloud Metro Bus	11	--	--	--
Minnesota Department of Transportation	8	--	2	1
City of Saint Cloud – Representative 1	11	--	--	--
City of Saint Cloud – Representative 2	9	2	--	--
City of Saint Joseph	8	2	--	1
City of Sartell	10	1	--	--

Member Unit	Primary Rep Attendance	Alternate Rep Attendance	*Non-Voting Capacity Attendance	No Attendance
City of Sauk Rapids	5	1	--	1
City of Waite Park	5	2	--	4
Benton County	9	--	1	1
Sherburne County	9	--	1	1
Stearns County	11	--	--	--
LeSauk Township	--	--	--	11

**Non-Voting Capacity Attendance denotes representatives who attended the TAC meeting via Microsoft Teams. Their presence and participation have been noted, however, due to their virtual attendance, these individuals were not allowed to vote and their presence did not count toward the establishment of a quorum.*

Suggested Action: None, informational.



1040 County Road 4, Saint Cloud, MN 56303-0643

T. 320.252.7568 F. 320.252.6557

TO: Saint Cloud Area Planning Organization Policy Board
FROM: Brian Gibson, Executive Director
RE: 2024 Policy Board Attendance
DATE: December 30, 2024

By policy, each year staff must report to you the Policy Board attendance for the previous year.

The chart on the following page details attendance by jurisdiction (including attendance by an alternate).

The purpose in making this report is for each jurisdiction to determine if they are being adequately represented at the APO. We allow each jurisdiction to decide for themselves who is best suited to represent the jurisdiction's interests at the APO. Therefore, it is up to each jurisdiction to decide if they wish to keep their current representatives or appoint a new representative and/or alternate.

Staff hopes you find this information useful.

2024 APO Policy Board Attendance

	Jan.	Feb.	Mar.	April	June	July	Aug.	Sept.	Oct.	Nov.	TOTAL (10)
Sherburne County	x	x	x	x	x	x	x	x	x	x	10
City of Sartell	x	x	x		x		x	x		x	7
Benton County	x	x	x		x	x			x	x	7
Le Sauk Township	x		x	x	x		x	x	x	x	8
City of St. Cloud				x	x			x	x	x	5
City of St. Cloud	x	x	x	x	x	x	x	x	x	x	10
City of St. Cloud	x			x			x		x		4
City of St. Joseph		x	x			x	x	x			5

City of Sauk Rapids	x	x	x	x			x	x	x	x	8
City of Waite Park	x	x	x	x		x		x	x	x	8
Stearns County	x	x	x	x	x	x	x	x	x	x	10
Metro Bus	x	x	x	x	x	x	x	x	x	x	10

Requested Action: None, informational only



1040 County Road 4, Saint Cloud, MN 56303-0643

T. 320.252.7568 F. 320.252.6557

TO: Saint Cloud Area Planning Organization Policy Board
FROM: Vicki Johnson, Senior Transportation Planner
RE: Staff report of the Nov. 20, 2024, Technical Advisory Committee Meeting
DATE: Nov. 20, 2024

The Saint Cloud Area Planning Organization's (APO's) Technical Advisory Committee (TAC) held a special meeting on Wednesday, Nov. 20, 2024. At that meeting, the following topics were discussed:

1. Consideration of administrative modifications to the FY 2025-2028 Transportation Improvement Program

- a. APO Senior Transportation Planner Vicki Johnson reviewed two proposed changes to the APO's FY 2025-2028 TIP. Those changes included:
 - i. City of Saint Cloud's Lincoln Avenue SE sidewalk project advancing to FY 2025 and increasing in cost from \$125,000 to \$272,000.
 - ii. City of Sartell's Pinecone Road/Seventh Street N traffic signal installation advancing to FY 2025 and refining project description to indicate pedestrian improvements associated with the project.

No public comment period was warranted for these changes. TAC representatives recommended Policy Board approval on these two administrative modifications.

2. Future Regional Arterials and Collectors Project Management Team coordination discussion

- a. Bolton & Menk's Senior Transportation Planner Angie Stenson provided an overview of the future regional arterials and collectors study ahead of the study wrap up at the end of December. Ms. Stenson reminded TAC representatives the study was currently in public comment through Dec. 13. She encouraged representatives to share out the study information to the public. No members of the public were in attendance at the open house on Nov. 14, however, Ms. Stenson said she was able to have good conversation with several Policy Board members.

Ms. Stenson sought additional clarification on some adjustments that were needed to the future functional classification map. She encouraged TAC reps to review the map to ensure everything was reflected correctly ahead of the final model run of the proposed future network – to occur in mid-December.

Ms. Stenson then reviewed the access spacing technical memo with TAC reps. This memo summed up the current agency spacing guidelines and included a precursor to MnDOT's proposed update to access spacing guidance to be published in early 2025. Ms. Stenson sought feedback on whether the TAC would feel comfortable adding a table illustrating an example of regional access spacing guidance into the memo. TAC reps agreed a table would be

beneficial as long as it included average annual daily traffic (AADT) ranges and provided definitions on primary access versus secondary access spacing. However, TAC representatives stated that while specificity in the memo was needed, it was important to consider that ultimate determination on access spacing would be on a jurisdictional level spelled out in specific codes and ordinances.

Ms. Stenson also provided a review of the right-of-way preservation technical memo. She provided two tables in which TAC reps could consider including in the memo which would outline either ROW guidance by facility type with various feature assumptions (examples include ROW needed for utility zone, lane widths, shoulder widths, medians, boulevards/rural ditches, and trails) or ROW preservation guidance with context adjustments spelled out. TAC representatives indicated they preferred to show the maximum amount of ROW needed due to the pressures already put forth by developers to reduce ROW requests.

Ms. Stenson concluded her presentation reviewing the Existing Functional Classification Screening Methodology technical memo as well as the Context Analysis and System Vision technical memo.

TAC representatives were told that all revisions – to the future network and the technical memos – will need to be made prior to the Dec. 13 deadline.

3. Other Business and Announcements

- a. Ms. Johnson reminded TAC representatives of the ongoing federal formula solicitation programs.

Suggested Action: None, informational.



SAINT CLOUD | AREA PLANNING ORGANIZATION

1040 County Road 4, Saint Cloud, MN 56303-0643

T. 320.252.7568 F. 320.252.6557

TO: Saint Cloud Area Planning Organization Policy Board
FROM: Brian Gibson, Executive Director
RE: Election of Officers
DATE: January 2, 2025

The APO bylaws state, in part:

"The officers of APO shall be a Chair, a 1st Vice-Chair, a 2nd Vice-Chair, and a 3rd Vice Chair. The election of officers shall occur annually at the first Policy Board meeting following January 1st.

"The officers shall serve for a one-year term. No officer shall serve more than two consecutive terms in any one office."

The current APO officers, elected in 2024, are:

Office	Name
Chair	Raeanne Danielowski
1st Vice-Chair	Jared Gapinski
2nd Vice-Chair	Jeff Westerlund
3rd Vice-Chair	Jake Anderson

Chair Danielowski has now completed two consecutive terms and cannot be re-elected.

All Vice-Chairs have also served only one term in their current positions and are eligible for re-election.

The table on the following page shows a brief history of which jurisdictions have served as officers in the past.

History of Jurisdictions Serving as APO Officers (2012-2024)

	St. Cloud	Sartell	Sauk Rapids	Waite Park	St. Joe	Stearns Co.	Sherburne Co	Benton Co	Le Sauk Twn
Chair	4	0	1	1	2	2	3		1
Vice-Chair or 1st Vice-Chair	2	1	2	1	2	1	2	1	2
Secretary or 2nd Vice-Chair	7	2			1			3	1
Treasurer or 3rd Vice-Chair	5	1	2	2		1		1	1
Totals	18	4	5	4	5	4	5	5	5

Requested Action: Elect a Chair, 1st Vice-Chair, 2nd Vice-Chair, and 3rd Vice-Chair for calendar year 2025.



1040 County Road 4, Saint Cloud, MN 56303-0643

T. 320.252.7568 F. 320.252.6557

TO: Saint Cloud Area Planning Organization Policy Board
FROM: Brian Gibson, Executive Director
RE: Election of Officers
DATE: January 2, 2025

In February 2024, MnDOT announced a new corridor planning program.

The statewide corridor planning program includes two efforts to enhance how and where MnDOT invests in transportation corridors:

1. A Corridor Planning Prioritization Process will establish a consistent methodology for prioritizing which transportation corridors to evaluate; and
2. A Corridor Planning Guidebook will serve as a “how-to” manual for corridor planning on state and local roads.

A Policy Advisory Committee has been established to review input from public, technical advisory committees, and MnDOT staff in order to provide recommendations for MnDOT leadership.

Fay Simer from MnDOT will be in attendance at your January 9th meeting to provide more information and answer any questions you may have.



SAINT CLOUD | AREA PLANNING ORGANIZATION

1040 County Road 4, Saint Cloud, MN 56303-0643

T. 320.252.7568 F. 320.252.6557

TO: Saint Cloud Area Planning Organization Policy Board
FROM: Vicki Johnson, Senior Transportation Planner
RE: Central Minnesota Area Transportation Partnership Voting Representative
DATE: Dec. 11, 2024

The Area Transportation Partnerships (ATPs) were created by MnDOT in the early 1990s to emphasize greater public involvement, enhance regional planning, and increase cooperation development of Minnesota's State Transportation Improvement Program (STIP). There are eight ATPs throughout Minnesota.

In Central Minnesota, the ATP consists of four transportation planning entities from across MnDOT District 3: Region Five Development Commission, East Central Regional Development Commission (7E), Region 7W Transportation Policy Board, and the Saint Cloud Area Planning Organization (APO).

Each year, the Central Minnesota ATP (ATP-3) develops an Area Transportation Improvement Program (ATIP). The ATIP lists the state, regional, and local transportation priorities for most of the area encompassed by MnDOT District 3. The regional priorities listed in the ATIP are then recommended for inclusion in Minnesota's STIP.

Voting membership of the ATP-3 consists of 18 members:

- MnDOT District 3 (2 votes).
- Region 5 RDC (2 votes).
- East Central RDC (2 votes).
- Region 7W (2 votes).
- Saint Cloud APO (2 votes).
- Northern and southern D3 county engineer (1 vote each).
- Northern and southern D3 city engineer (1 vote each).
- Leech Lake Band (1 vote).
- Mille Lacs Band (1 vote).
- Rural transit (1 vote).
- Saint Cloud Metro Bus (1 vote).

Per the ATP-3's Operations and Policy Manual, Region 5, 7E, 7W, and the APO are responsible for appointing two voting members to serve on the ATP. One of those members must be an elected official. In the past, this has typically defaulted to the APO's Policy Board chair. In 2024, the role was filled by Benton County Commissioner Jared Gapinski.

The second voting member from the APO has typically defaulted to an APO staff member. This role is currently being filled by APO Senior Transportation Planner Vicki Johnson.

A discussion is needed as to who will be the elected official to represent the APO at the

ATP-3.

At the time of this memo being drafted Ms. Danielowski serves as the Region 7W representative to the ATP-3 in addition to her role as the ATP-3 Chair. Mr. Perske currently serves as the other Region 7W representative to the ATP-3 and would be ineligible to serve as the APO's representative.

Mr. Ryan Daniel, CEO with Saint Cloud Metro Bus, would be ineligible to serve as the elected official to represent the APO.

Time commitments for this position include attending quarterly meetings in January, April, June, and October. These meetings typically run from about 9:30 a.m. to noon and meeting locations are split between Saint Cloud (January and June) and Baxter (April and October).

Suggested Action: Designate an ATP-3 voting representative for calendar year 2025.



1040 County Road 4, Saint Cloud, MN 56303-0643

T. 320.252.7568 F. 320.252.6557

TO: Saint Cloud Area Planning Organization Policy Board
FROM: Vicki Johnson, Senior Transportation Planner
RE: 2025 Saint Cloud APO Newspaper of Record Designation
DATE: Dec. 20, 2024

Within the past few years, several changes have occurred regarding the Saint Cloud area's newspaper media market. Gannett-owned St. Cloud Times, historically the region's most prominent newspaper publication, has undergone a massive transformation within the past five years. This has included a shift in publication practices as well as the number (and geographic location) of reporters.

During this transition period for St. Cloud Times, Fargo-based Forum Communications entered the Saint Cloud market with its publication St. Cloud Live. This publication was originally started in the area as an online publication in February 2023, however, it has since evolved to a weekly print edition in addition to its digital offerings.

Given the recent developments in the region's newspaper media market, as well as St. Cloud Live completing the necessary steps to become an official Newspaper of Record (effective Jan. 1, 2025), APO staff did some preliminary research/comparisons of the two publications ahead of the APO's annual designation of a Newspaper of Record.

The following is a general summary of the two papers in terms of circulation and typical costs to advertise legal notices.

Circulation Numbers

The Minnesota Newspaper Association (MNA) is a voluntary trade association comprised of all general-interest newspapers in the State of Minnesota. On an annual basis, this organization publishes a directory of statewide newspapers. This directory includes a variety of information including print circulation numbers, publication dates, coverage area by city and county, and publisher information.

The March 2024 MNA Directory can be found [HERE](https://mna.org/assets/2024/04/MNADirectoryMar2024.pdf) (https://mna.org/assets/2024/04/MNADirectoryMar2024.pdf).

According to Lisa Schwarz, MNA Director of Development and Communications, circulation numbers reflected in the MNA directory include both subscribers and single copy sales for the average single edition of that paper. Circulation numbers are taken directly from the United States Postal Service (USPS) Statement of Ownership on file for the publication. These numbers are classified into three categories:

- **Audited Circulation.** This type of designation is conducted through the Audit Bureau of Circulation. According to Schwarz, these types of audits have become much rarer in the past 10-15 years outside of major metropolitan areas (think New York City, Chicago, Los Angeles). Schwarz said industry practice for community newspapers does not include an independent audit.
- **Verified.** This type of designation indicates the most recently available data set

from either an audit (from 2022 or 2023) or a 2022 USPS Statement of Ownership was received by the publication date of the directory. As such, this information was incorporated into the report.

- **Unverified.** This type of designation indicates that the most recent audit or Statement of Ownership was not obtained prior to the publication of this directory. Schwarz indicated in the absence of the most current data, the previous year's data (i.e., 2021) was used.

Circulation numbers listed for both St. Cloud Times and St. Cloud Live are considered "unverified" for this edition of the MNA directory.

In order to compare the print circulation numbers between St. Cloud Times (a daily newspaper) and St. Cloud Live (a weekly newspaper), Schwarz indicated circulation numbers for daily publications needed to be multiplied by how many days a month it is published in order to be a direct comparison to a monthly's listed circulation.

Newspaper	Print Circulation Numbers	Publication Frequency	Adjusted Print Circulation Numbers
St. Cloud Times	7,092	Daily	212,760
St. Cloud Live	30,004	Monthly	30,004

As of this reporting period, St. Cloud Times has an 86% greater print circulation than St. Cloud Live.

It should be noted that since this reporting period, St. Cloud Live has since transitioned to a weekly newspaper.

Costs for Publication

The Saint Cloud APO primarily utilizes its Newspaper of Record to advertise public notices regarding the Transportation Improvement Program (TIP). Other legal notices published in the Newspaper of Record include notices for the Metropolitan Transportation Plan (MTP) and the Stakeholder Engagement Plan (SEP) – however, these two documents are not nearly as common.

As of the drafting of the memo, the most recently published legal notice APO staff have submitted was regarding amendments to the FY 2025-2028 TIP – publication date Dec. 18, 2024.

In order to compare the costs between St. Cloud Times and St. Cloud Live, APO staff contacted St. Cloud Live's Senior Director of Centralized Sales and Operations Lisa Tillotson to do a "proof" of running the exact same legal notice to compare pricing. The following table indicates the price difference of the legal notice between St. Cloud Times and St. Cloud Live.

Newspaper	Lines of Text	Legal Notice Price Per Line of Text (One newspaper column width)	Total Price (excluding Affidavit)
St. Cloud Times	51	\$2.14	\$109.18

Newspaper	Lines of Text	Legal Notice Price Per Line of Text (One newspaper column width)	Total Price (excluding Affidavit)
St. Cloud Live	50	\$0.68	\$34.23

In comparing the St. Cloud Live proof cost to the actual cost for the legal notice in the St. Cloud Times, St. Cloud Times legal notice runs \$74.95 higher than St. Cloud Live. The cost difference can be associated with several factors including circulation of the paper. In Minnesota, the maximum rate for publishing a public notice is the same as the lowest classified rate that commercial users pay for the same amount of space.

Suggested Action: Designation of a Newspaper of Record for the Saint Cloud APO for 2025.

Sample Legal Notice

The following is the legal notice, as it appeared in the Dec. 18, 2024, edition of the St. Cloud Times. This legal notice text was also used to develop the proof for St. Cloud Live.

NOTIFICATION OF PUBLIC INPUT OPPORTUNITY: SAINT CLOUD AREA PLANNING

ORGANIZATION (APO) TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AMENDMENT

The primary purpose of the TIP document is to program transportation projects including roadway, bridge, bicycle, pedestrian, safety, and transit projects receiving state and/or federal funds in the Saint Cloud Metropolitan Planning Area in the upcoming fiscal years. Several agencies/jurisdictions are requesting to make changes to the APO's FY 2025-2028 TIP.

A detailed list of the proposed change, along with the current TIP, is available on the APO's website: www.stcloudapo.org and at the APO's Office: 1040 County Road 4, St. Cloud, MN 56303. Physical copies of the proposed change and the current TIP are also available via mail. Please submit your request in writing to Saint Cloud APO, Attention Vicki Johnson at the above address.

A public meeting is scheduled to be held from 2:30-4:30 p.m. on Tuesday, Jan. 7, 2025, at the St. Cloud branch of the Great River Regional Library. Please contact the APO office at 320-252-7568 to request special accommodations to participate in this meeting at least 10 days prior.

A virtual public engagement opportunity via the APO's Facebook account (<https://www.facebook.com/stcloudapo>) will be held on Friday, Jan. 10, 2025, starting at 11:30 a.m.

The public is encouraged to provide feedback on these changes between Wednesday, Dec. 18, 2024, and Friday, Jan. 17, 2025. Comments can be submitted to Senior Transportation Planner Vicki Johnson via phone (320-252-7568 ext. 203), email (ikeogu@stcloudapo.org), or by mail.