

**The 583rd Policy Board Meeting**  
**Fargo-Moorhead Metropolitan Council of Governments**  
**TUESDAY, November 17, 2020 – 4:00 p.m.**  
**Fargo, North Dakota**  
**OVERALL AGENDA**

1. Call to Order and Introductions
  - a. Introductions Information Item
  - b. Approve Order and Contents of the Overall Agenda Action Item
  - c. Approve Minutes of the October 15, 2020 Board Meeting Action Item
  - d. Approve November 2020 Bills Action Item
2. Consent Agenda Action Item
  - a. October End of Month Report
  - b. Section 5339(b) Transit Grant Application
  - c. Cass Clay Food Partners Agreement for Services 2021
  - d. MnDOT State Planning Grant 2021
3. Regular Agenda
  - a. Public Comment Opportunity Public Input
  - b. MATBUS Transit Authority Study Action Item
  - c. 76<sup>th</sup> Avenue Corridor Study Action Item
  - d. Northwest Metro Transportation Plan Action Item
  - e. Health Insurance 2021 Action Item
  - f. Minnesota Statewide Multimodal Transportation Plan PAC Discussion Item
  - g. December Policy Board Meeting Date Discussion Item
4. Additional Business Information Item
5. Adjourn

The next Metro COG Policy Board Meeting will be determined at or following this meeting. The regularly scheduled date of Thursday, December 17, 2020 conflicts with the rescheduled meeting of the FM Diversion Authority.

Due to ongoing public health concerns related to COVID-19, Metro COG is encouraging citizens to provide their comments for consent agenda and regular agenda items on the November 17 agenda via email to [leach@fmmetrocog.org](mailto:leach@fmmetrocog.org). To ensure your comments are received prior to the meeting, please submit them by 12:00 p.m. on the day of the meeting and reference which agenda item your comments address. If you would like to appear via video or audio link for comments or questions on a regular agenda or public hearing item, please provide your e-mail address and contact information to the above e-mail at least one business day before the meeting.

**For Public Participation, please REGISTER with the following link:**

[https://us02web.zoom.us/webinar/register/WN\\_373ABz3FTG6PRfJFLB0PQ](https://us02web.zoom.us/webinar/register/WN_373ABz3FTG6PRfJFLB0PQ)

Red Action Items require roll call votes.

Full Agenda packets can be found on the Metro COG Web Site at <http://www.fmmetrocog.org>

NOTE: Given the participation of Fargo City Commissioners at Policy Board meetings, such meetings may constitute open public meetings of the City of Fargo.

Metro COG is committed to ensuring all individuals, regardless of race, color, sex, age, national origin, disability/handicap, sexual orientation, and/or income status have access to Metro COG's programs and services. Meeting facilities will be accessible to mobility impaired individuals. Metro COG will make a good faith effort to accommodate requests for translation services for meeting proceedings and related materials. Please contact Savanna Leach, Metro COG Executive Assistant, at 701-532-5100 at least five days in advance of the meeting if any special accommodations are required for any member of the public to be able to participate in the meeting.

## Agenda Item 1c, Attachment 1

**582nd Policy Board Meeting  
Fargo-Moorhead Metropolitan Council of Governments  
Thursday, October 15, 2020 – 4:00 pm  
Metro COG Conference Room**

**Members Present:**

Duane	Breitling	Cass County Commission
David	Fenelon	Horace City Council
Amanda	George	West Fargo City Commission
John	Gunkelman	Fargo Planning Commission
Chuck	Hendrickson	Moorhead City Council
Johnathan	Judd	Moorhead City Council
Brad	Olson	West Fargo City Commission
Chad	Olson	Dilworth City Council
Dave	Piepkorn	Fargo City Commission
Arlette	Preston	Fargo City Commission
Rocky	Schneider	Fargo Planning Commission
John	Strand	Fargo City Commission
Sara	Watson Curry	Moorhead City Council

**Members Absent:**

Tony	Gehrig	Fargo City Commission
Steve	Jesme	Dilworth City Council (alternate present)
Jenny	Mongeau	Clay County Commission
Maranda	Tasa	Fargo Planning Commission

**Others Present:**

Adam	Altenburg	Metro COG
Baird	Bream	Cambridge Systematics
Luke	Champa	Metro COG
Ari	Del Rosario	Metro COG
Dan	Farnsworth	Metro COG
Joni	Giese	SRF Consulting
Cindy	Gray	Metro COG
Savanna	Leach	Metro COG
Michael	Maddox	Metro COG
Stewart	Milakovic	NDDOT
Anna	Pierce	MnDOT
Kristen	Sperry	FHWA
Bob	Walton	NDDOT – Fargo District

**1a. MEETING CALLED TO ORDER, WELCOME, AND INTRODUCTIONS, convened**

The meeting was called to order at 4:00 pm, on October 15, 2020 by Chair Olson, noting a quorum was present. Introductions were made.

**1b. Approve Order and Contents of Overall Agenda, approved**

Chair Olson asked for approval for the overall agenda.

**MOTION: Approve the contents of the Overall Agenda of the October 15, 2020 Policy Board Meeting.**

**Mr. Judd moved, seconded by Mr. Hendrickson**

**MOTION, passed**

**Motion carried unanimously.**

**1c. Past Meeting Minutes, approved**

Chair Olson asked for approval of the Minutes of the September 17, 2020 Meeting.

**MOTION: Approve the September 17, 2020 Policy Board Meeting Minutes.**

**Ms. George moved, seconded by Mr. Breitling**

**MOTION, passed**

**Motion carried unanimously.**

**1d. Monthly Bills, approved**

Chair Olson asked for approval of the October 2020 Bills as listed on Attachment 1d.

**MOTION: Approve the October 2020 Bills List.**

**Mr. Strand moved, seconded by Mr. Chad Olson**

**MOTION, passed**

**Motion carried unanimously.**

**2. CONSENT AGENDA**

Chair Olson asked for approval of Items a-d on the Consent Agenda.

**a. September Month End Report**

**b. 3<sup>rd</sup> Quarter Report**

**c. Clay County Comprehensive and Transportation Plan Contract**

Mr. Breitling asked if there was a typo on the cover memo for this item, stating "the total cost to Clay County" rather than "the total cost to Metro COG". Staff verified this was a typo.

**d. Managed IT Contract**

**MOTION: Approve Items a-d on the Consent Agenda, with language revision to the cover memo regarding the Clay County Comprehensive and Transportation Plan.**

**Mr. Breitling moved, seconded by Mr. Fenelon**

**MOTION, passed**

**Motion carried unanimously.**

**\*Ms. Watson Curry left the meeting**

**3. REGULAR AGENDA**

**3a. Public Comment Opportunity**

No public comments were made or received.

**No MOTION**

**3b. FM Greenway Recreation Master Plan**

Mr. Altenburg presented the revised FM Diversion Recreation Plan, as discussed and recommended for approval by the Transportation Technical Committee.

Mr. Schneider asked if the following language would be revised as follows:

Original: Annually North Dakotans make hundreds of thousands of trips outside the state for outdoor-based recreation. Similarly, metro area residents also travel outside the region and outside our bi-state area in pursuit of outdoor recreation opportunities.

Revised: Annually metro area residents make hundreds of thousands of trips outside the area for outdoor-based recreation.

Ms. George said that she appreciates and is favorable to the revisions made, as she previously took issue with the language pertaining to the governance structure.

**MOTION: Recommend approval of the revised FM Diversion Recreation Plan, subject to the attached revised language being incorporated into the final document, and recommend that the Policy Board direct Metro COG to continue serving as a regional planning resource by working with local jurisdictions and the FM Diversion Authority to assist in early-stage greenway planning/coordination and identification of governance entities, INCLUDING revised language discussed.**

**Ms. George moved, seconded by Mr. Schneider.**

**MOTION, passed**

**Motion carried unanimously.**

**3c. Additional Square Footage Available in Case Plaza in 2021**

Ms. Gray presented a lease amendment, which would add office space in the SW corner of the 2<sup>nd</sup> floor to the Metro COG lease. During the agency remodel, Metro COG did approach the current tenant to inquire if they could part with that space at that time, but they were not comfortable with that at the time. Ms. Gray asked the leasing agent for Case Plaza to let Metro COG know if the space did become available. This space is expected to be available in the spring or summer of 2021. Ms. Gray did note that while it may not seem to be necessary at this time, there is potential for needing additional space based on the recommendation of the Transit Authority Study, and depending on the Transit Director Position, the movement from MPO to a TMA, and the potential governance role in the FM Diversion Greenway. In the interim, there is potential for use of the space by small non-profit entities. Ms. Gray also noted that we may not have another opportunity to lease this space for years if it is leased by another entity.

Mr. Strand stated caution, as he would have preferred that the agency had purchased its own property and space instead of paying large sums of money to a landlord.

**MOTION: Authorize the Executive Director to sign the lease amendment for the additional 1,163 square feet taking effect in the summer of 2021, and to pursue potential uses for the space.**

**Mr. Piepkorn moved, seconded by Mr. Fenelon.**

**MOTION, passed, 11-1 (Mr. Strand voted nay)**

**Motion carried.**

**3d. NDDOT Transportation Connection – October Update**

Mr. Milakovic and Mr. Bream presented an update to the NDDOT Transportation Connection – the statewide transportation plan.

**4. Additional Business**

Ms. Gray brought up that the meeting scheduled for next month conflicts with the FM Diversion Board of Authority. Ms. Gray asked how the board would like to adjust the schedule. Mr. Gray said that she will send out a doodle poll to board members to choose an optimal meeting date.

**5. Adjourn**

***MOTION: Adjourn the 582nd Meeting of the FM Metro COG Policy Board***

***Mr. Fenelon moved, seconded by Mr. Judd***

***MOTION, passed.***

***Motion carried unanimously.***

The 582nd Meeting of the FM Metro COG Policy Board held Thursday, October 15, 2020 was adjourned at 5:13 pm.

**THE NEXT FM METRO COG POLICY BOARD MEETING WILL BE HELD November 17, 2020, 4:00 P.M. AT THE FM METRO COG CONFERENCE ROOM, ONE NORTH 2ND STREET, CASE PLAZA SUITE 232, FARGO, ND.**

Respectfully Submitted,

Savanna Leach  
Executive Assistant

**To:** Metro COG Policy Board  
**From:** Dan Farnsworth, Metro COG Transportation Planner  
**Date:** November 12, 2020  
**Re:** **Section 5339(b) Transit Grant Application**

In September the North Dakota Department of Transportation (NDDOT) began solicitation for a special FTA Section 5339 transit grant. This grant opportunity has approximately \$15 Million in federal aid for ADA public transportation vehicles in North Dakota. This grant opportunity is in addition to the regular Section 5339 grant application which will be due in December. Awarded projects are funded with up to 85% Federal funds and a required 15% local match.

All applicants with projects within Metro COG's planning area are required to submit their applications to Metro COG for review and prioritization (if necessary). The only applicant that submitted an application was Handi-Wheels. Handi-Wheels is a non-profit transportation service which provides assessable transportation to individuals with disabilities, persons who are elderly, and individuals who live within the limits of a poverty income.

Handi-Wheels is requesting two replacement vehicles:

- Replacement of a 2001 passenger van
  - Total cost: \$45,898
  - Requested Federal amount: \$39,013
  - Matching funds: \$6,885
- Replacement of a 2008 13-passenger left-equipped cutaway vehicle
  - Total cost: \$80,525
  - Requested Federal amount: \$67,525
  - Matching funds: \$13,000

**Attached** is the Section 5339(b) application.

At their November 12<sup>th</sup> meeting, the Transportation Technical Committee recommended approval of the grant application described above.

**Requested Action: Approval of the Section 5339(b) Grant Application.**



FY2021 - Section 5339(b) Bus Grant Program	
Agency Name	Handi-Wheels Transportation
Agency Contact	Kerri Spiering <span style="float: right;">Phone: 701-232-3231</span>
DUNS #	041053369

Section 5339 – The Federal Transit Administration (FTA) Section 5339 (Bus & Bus Facilities Program) is a capital-only program and funds are limited to capital projects to replace, rehabilitate, and purchase buses and bus-related equipment, and to construct or rehab bus-related facilities.

NDDOT was awarded a competitive Section 5339(b) grant to fund new ADA vehicle purchases on August 10, 2020. **The federal share of eligible project costs may not exceed 85% of the cost of the project.**

The entire Section 5339 – Bus and Bus Facilities Grants is further explained in FTA Circular 9300.1B, located on the FTA website at

[https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Final\\_C\\_9300\\_1\\_Bpub.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Final_C_9300_1_Bpub.pdf).

**Please Note:**

- Capital project requests will require a minimum of **15% Local Match**.
- **Farebox revenue cannot be used as Local Match.**
- Assets purchased with Federal Funds must be maintained and inventoried through a Transit Asset Management (TAM) Program.
- As with most Federal Assistance Programs, 5339 is designed as a reimbursement program. Your agency should be prepared to pay for your expenses upon delivery/acceptance and then request reimbursement from NDDOT.
- If requesting a replacement vehicle, the vehicle listed must have met FTA/NDDOT Useful Life. However, regardless of useful life having been met, federal interest remains until the value of the vehicle or equipment falls below \$5,000.
- If you receive \$750,000 from any federal source, you are required to have a Single Audit per 2 CFR 200 subpart F.
- All applications are due **November 23, 2020, 12:00pm CDT**. Late and/or incomplete applications may be subject to a penalty percentage reduction of requested amount or may be eliminated from funding consideration.
- The NDDOT Transit Staff is available to provide guidance and answer any questions on the application process. E-mail: [bhanson@nd.gov](mailto:bhanson@nd.gov), [dkarel@nd.gov](mailto:dkarel@nd.gov), [jsmall@nd.gov](mailto:jsmall@nd.gov) or [conelson@nd.gov](mailto:conelson@nd.gov).

## GENERAL INFORMATION

1. Provide a detailed description of the transportation services your agency currently provides and any plans for increasing services, expanding service area and increasing ridership. (include days and hours of service, fare structure, total active and spare vehicles in service, type of service being provided, transportation provided to what counties and communities in your service area, etc.).

Handi-Wheels Transportation is a 501(c)(3) private, non-profit specialized transportation service. It is Handi-Wheels mission to provide a safe, reliable means of accessible and affordable transportation service to individuals who have a disability, persons who are elderly, and individuals who live within the limits of a poverty income. Handi-Wheels is a door-to-door, dial-a-ride, demand response, paratransit service that provides service to individuals who cannot ride other public transportation. In addition, Handi-Wheels provides transportation to access medical care and ensure inclusion in our community. Our goal is to return to pre-COVID ridership numbers otherwise no specific plans are in place to expand our service area.

Handi-Wheels provides service Monday through Friday 7:00 am to 5:00 pm. One-way rides are \$20 while roundtrip rides are \$40. Rides service Fargo and West Fargo in Cass County. Passengers can call and schedule rides Monday through Friday during office hours 9:00 am to 5:00 pm by calling 701-232-3231.

Currently, Handi-Wheels owns and/or operates 3 lift-equipped buses and 1 walk-on-only bus. We work closely with medical facilities and social service agencies such as Sanford Health, Essentia Health, Family Healthcare Center, Southeast Human Services and Cass County Social Services to provide services to the greatest number of passengers in need in our community.

2. Provide a detailed explanation of how and why this request is important to your agency and how it will improve or provide for future service to citizens in the communities/counties you provide service.

This grant would have a huge impact on the transit service provided by Handi-Wheels and the transit options we provide our passengers. The need for the vehicles identified in this grant application fits with our mission to provide a safe, reliable means of accessible and affordable transportation service to individuals who have a disability, persons who are elderly, and individuals who live below the poverty line. Handi-Wheels current vehicles are aging, three of them have logged over 100,000 miles, and all of them need to be replaced. The proposed vehicles would enable us to upgrade and enhance our transit service to meet the needs of our passengers. The replacement vehicles will allow Handi-Wheels to provide a safe, well-maintained fleet to provide transportation to our passengers.

3. What percentage of change in ridership has your agency experienced in the SFY2020 reporting period? Provide a brief explanation of the reason for the change in ridership.

☐ Increase

☒ Decrease Our ridership has decreased by over 50% since this time last year due to the COVID-19 pandemic.

## VEHICLE PROJECT REQUESTS

**NOTE: This request MUST first be created as a project in the Black Cat System. Each vehicle must be created as a separate project.**

**There is space provided below to request a replacement or expansion vehicle. If applying for more than one vehicle, please attach additional sheets and create a separate project for each vehicle in the Black Cat Transit Data Management System.**

4. Description of the vehicle you are requesting. (include: Year, Make, ADA qualified, and seating capacity)

Year: 2020  
 Make/Model: Chrysler Voyager Low Floor Van  
 Seating Capacity: 3-5  
 Lift/Ramp: ☒ Yes ☐ No  
 Gas/Diesel/Other: gas

5. What type of vehicle are you requesting?

☒ Replacement Vehicle  
☐ Expansion Vehicle

6. If requesting a replacement, which vehicle in your fleet are you replacing?

- a. Vehicle Information Number (VIN): 1FDWE35L31HA42385
- b. Vehicle Year: 2001
- c. Make/Model: Ford/350
- d. Current Mileage: 45,882
- e. Vehicle In Service Date: 10/30/20
- f. Has this vehicle information been updated in BlackCat Inventory? ☒ Yes ☐ No

7. If requesting an expansion vehicle, list the agency/community/county to be served (include: hours and days of service and estimated ridership).

N/A

8. Provide an estimated timeline for the purchase of this vehicle(s). Provide a separate timeline if you are applying for different types of vehicles. **See sample timeline below, add or remove lines as needed.**

Request For Procurement (RFP)/Invitation For Bid (IFB) Issue Date:

Contract Award/Order Date:

Vehicle Deliver Date:

Final Payment Submitted to DOT:

9. Amount requested for vehicle (include the base price plus all options with this request):

Total Vehicle Cost (include federal and local amounts): \$45,898  
 Federal Funds Requested Amount: \$39,013  
 Local Match Amount: \$6,885  
 Source(s) of Local Match: Grants and private donations

10. Explain where in your current 3-5 Year Plan this project(s) is specifically stated (list section and page number(s)). Your current plan must be uploaded into BlackCat Global Resources.

## VEHICLE PROJECT REQUESTS

**NOTE: This request MUST first be created as a project in the Black Cat System. Each vehicle must be created as a separate project.**

**There is space provided below to request a replacement or expansion vehicle. If applying for more than one vehicle, please attach additional sheets and create a separate project for each vehicle in the Black Cat Transit Data Management System.**

4. Description of the vehicle you are requesting. (include: Year, Make, ADA qualified, and seating capacity)

Year: 2019

Make/Model: 2019 Ford E-450 6.8L, Champion Challenger

Seating Capacity: 15

Lift/Ramp: ☒ Yes ☐ No

Gas/Diesel/Other: gas

5. What type of vehicle are you requesting?

☒ Replacement Vehicle

☐ Expansion Vehicle

6. If requesting a replacement, which vehicle in your fleet are you replacing?

a. Vehicle Information Number (VIN): 1GBJG31K281170596

b. Vehicle Year: 2008

c. Make/Model: Chevy/450

d. Current Mileage: 154,449

e. Vehicle In Service Date: 10/30/20

f. Has this vehicle information been updated in BlackCat Inventory? ☒ Yes ☐ No

7. If requesting an expansion vehicle, list the agency/community/county to be served (include: hours and days of service and estimated ridership).

N/A

8. Provide an estimated timeline for the purchase of this vehicle(s). Provide a separate timeline if you are applying for different types of vehicles. **See sample timeline below, add or remove lines as needed.**

Request For Procurement (RFP)/Invitation For Bid (IFB) Issue Date:

Contract Award/Order Date:

Vehicle Deliver Date:

Final Payment Submitted to DOT:

9. Amount requested for vehicle (include the base price plus all options with this request):

Total Vehicle Cost (include federal and local amounts): \$80,525

Federal Funds Requested Amount: \$67,252

Local Match Amount: \$13,000

Source(s) of Local Match: Medicaid Reimbursement

10. Explain where in your current 3-5 Year Plan this project(s) is specifically stated (list section and page number(s)). Your current plan must be uploaded into BlackCat Global Resources.

--

Following are suggested price requests for vehicles based on current state bid quotes. Keep in mind if you intend to order vehicles with additional options, prices will vary accordingly. See the State Bid Contracts on the website at <a href="https://apps.nd.gov/csd/spo/services/bidder/listCurrentContracts.htm">https://apps.nd.gov/csd/spo/services/bidder/listCurrentContracts.htm</a>		Expected Delivery time (in months)
15 Passenger or 12 + 2 Passenger Cutaway/Bus NDDOT Term Contract No. 300	Base Price - \$63,000 - \$78,300	6 - 9
Rear Lift ADA Transit Vehicle NDDOT Term Contract No. 301 & 301B	Base price - \$47,083 – \$61,780	3 - 6
Frontrunner – Low Floor Vehicle – New England Wheels NDDOT Term Contract No. 381	Base Price - \$107,000 – 109,000	6 - 9
ADA Low Floor Mini Van NDDOT Term Contract No. 382	Base Price - \$38,045 - \$38,125	1 - 4
Low-Floor Paratransit Ramp Buses NDDOT Term Contract No. 383	Base Price - \$96,720 - \$109,410	6 - 9
FTA Useful Life Standards		
Mini-Vans/Modified Vans – 3-14 passenger	4 years or 100,000 miles	
Med-Size Light Duty Cutaway – 8-16 passenger	5 years or 150,000 miles	
Med-Size Med Duty Cutaway/Bus – 16-30 passenger	7 years or 200,000 miles	
Med-Size Heavy Duty Bus – 24-25 passenger	10 years or 350,000 miles	
Large Heavy-Duty Bus – 35-40+ passenger	12 years or 500,000 miles	

## Local Match & Total Funding Request

In the table below, list requested projects by priority, and specify in detail the sources and dollar amounts of Local Match funding (State Aid, Mill Levy, Other Directly Generated Funds, etc.) that are available to be used towards each vehicle project.

**Local match listed here cannot be already targeted as match for other applications.**

**Farebox revenue cannot be used as Local Match.**

**Documentation of sources of Local Match (including State Aid) MUST be attached or it will not be considered.**

**This project ranking should match your prioritization in BlackCat (add additional lines as needed).**

Ranking	Project	Federal Cost of Project	Local Match Needed	Sources of Local Match
1	2019 F-450, Champion Challenger	\$67,252	\$13,000	Medicaid Reimbursement
2	2020 Chrysler Voyager Low Floor Van	\$39,013	\$6,885	Grants and private donation
3				
4				
5				

## Application Checklist and Signature Page

This checklist is included for your review and completion prior to submittal of your application to ensure your submission includes all required documents. Please upload the required documents in your agency's BlackCat Transit Data Management System.

### Section 5339 Applicants must submit the following (check when complete):

	Completed 5339 Application;
	Document(s) showing sources of local match funds – Signed letters from source(s) of local match, State Aid Contract, mill levy, city funds, etc.;
	Certify and upload the FTA Certifications and Assurances Signature Pages in BlackCat; (new applicants only)
	Update <u>the replacement vehicle</u> information, mileage and condition in BlackCat Inventory;
	Certify and upload a current Authorizing Resolution form; (new applicants only)
	Update any complete Preliminary Assessment/Application for Capital Assistance forms(s) (if applicable);

I hereby certify that as a person authorized to sign for

\_\_\_\_\_  
**Transit Agency Name**

That I have reviewed the application submitted and to the best of my knowledge all statements and representations made are true and correct. I also hereby certify:

1. Adequate funds will be available to provide the required local match and to operate the project; and
2. Sufficient managerial and fiscal resources exist to implement and manage the grant as outlined in this application; and
3. The project items purchased under this grant shall be maintained in accordance with the detailed maintenance schedules as stipulated by the manufacturer; and
4. The transit agency agrees to meet the applicable federal and state requirements.

---

**Signature of Authorized Representative**

---

**Date**



**To:** Metro COG Policy Board  
**From:** Adam Altenburg, AICP  
**Date:** November 12, 2020  
**Re:** **Agreement for Services for Food Systems Planning and Implementation Efforts**

Since September 2014, Metro COG has assisted with coordination activities for the Cass Clay Food Commission, as well as miscellaneous food systems planning efforts as part of its programs and activities in the Unified Planning Work Program (UPWP). These activities have included the development of guidance documents to inform food systems policies in area jurisdictions, as well as general awareness about food access and hunger needs in the community.

The continued scope of work for these activities include providing technical assistance for the Cass Clay Food Commission, as well as general consultation and planning work as needed. Total direct and indirect costs shall not exceed \$6,000 and will be funded through a grant from the North Dakota Chronic Disease program. Funding for this program will run through September 30, 2021.

This work effort is 100 percent grant funded and will not use federal planning or additional local funds.

**Requested Action: Approve the Agreement for Services with Fargo Cass Public Health and the City of Fargo for continued support of the Cass Clay Food Commission and additional food systems planning and implementation efforts.**



## AGREEMENT FOR SERVICES



**THIS AGREEMENT**, effective the 15th day of October 2020, by and between Fargo Cass Public Health ("FCPH"); and Fargo-Moorhead Metropolitan Council of Governments (Independent Contracting Consultant).

**NOW, THEREFORE**, it is hereby agreed by and between the parties hereto as follows:

- A. Term of Agreement:** The parties entered into a written agreement for the period of October 15, 2020 through September 30, 2021.
- B. Services to be provided by independent contractor:** Independent contractor will work closely with the Cass Clay Food Partners Steering Committee to implement and conduct the Cass Clay Food Commission meetings according to the Joint Powers Agreement guidelines; continue to provide guidance and administrative support for the Commission (keep minutes, compile and send out agenda packets, arrange room and technology for meetings, etc.). Oversee the Metropolitan Food Systems Plan updates and network with local jurisdictions to incorporate food systems in city/county comprehensive and land development plans.
- C. Reimbursement:** The independent contracting consultant shall be reimbursed \$6000 for services and will submit an invoice quarterly.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

**Special Considerations:**

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee that shall not be deemed to be an employee of Fargo Cass Public Health for any other purpose.
- B.** This service agreement shall be governed by the laws of the State of North Dakota. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.
- D.** Services including printing and other miscellaneous costs may be discussed and agreed to by the parties as needed.

**In Witness** thereof, this purchase of service agreement has been executed between the Consultant and Fargo Cass Public Health on the date-executed below.

**FARGO CASS PUBLIC HEALTH**

**FM Metropolitan Council of Governments**

By \_\_\_\_\_  
Desi Fleming, Director of Public Health

By \_\_\_\_\_  
Cindy Gray, Executive Director

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Timothy, J. Mahoney  
Mayor, City of Fargo

Contract Originator: Kim Lipetzky



**To:** Policy Board Members  
**From:** Cindy Gray, Executive Director  
**Date:** November 12, 2020  
**Re:** **MnDOT State Planning Grant Agreement for 2021**

In recent years, the Minnesota Department of Transportation (MnDOT) has provided state funding to Metro COG in the amount of \$26,820.00. The same amount is being provided for 2021. Each year, Metro COG is required to enter into agreement with MnDOT to ensure that we a) provide a local match to the funds, and b) use the funds appropriately. Among other things, acceptance of the funding requires that we provide a quarterly and year-end report to MnDOT to document the nature and amount of work completed.

The MnDOT funds and the 20 percent local match have been accounted for in Metro COG's 2021 UPWP. The attached agreement is consistent with those approved in recent years, and Metro COG recommends approval of the agreement and the attached Resolution.

**Requested Action: Approve the State of Minnesota Grant Agreement for 2021 and the attached Resolution documenting the Policy Board's approval.**

**STATE OF MINNESOTA  
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the Fargo-Moorhead Council of Governments, Case Plaza Suite 232, 1 – 2nd Street N, Fargo ND 58102 ("Grantee").

**RECITALS**

---

1. Under Minnesota Statutes § 174.01, the Minnesota Department of Transportation is the principal agency of the state for development, implementation, administration, consolidation and coordination of state transportation policies, plans and programs.
2. 23 U.S.C. 134 requires a continuing, comprehensive and cooperative (3-C) transportation planning process be carried out between the state and local governments in urbanized areas.
3. Grantee has been designated by Minnesota's Governor as the Metropolitan Planning Organization responsible, together with the State, for carrying out the provisions of 23 U.S.C. 134.
4. Minnesota Statutes § 174.03, subdivision 4, authorizes the State to enter into this agreement.
5. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to Minnesota Statute § 16B.98, subdivision 1, Grantee agrees to minimize administrative costs as a condition of this agreement.

**AGREEMENT TERMS**

---

**1. Term of Agreement, Survival of Terms, and Incorporation of Exhibits**

- 1.1. **Effective Date.** This agreement will be effective on January 1, 2021, or the date the State obtains all required signatures under Minnesota Statutes § 16B.98, subdivision 5, whichever is later. As required by Minnesota Statute § 16B.98, subdivision 7, no payments will be made to Grantee until this agreement is fully executed. **Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2. **Expiration Date.** This agreement will expire on December 31, 2021, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 9. Liability; 10. State Audits; 11. Government Data Practices; 12. Intellectual Property Rights; 13. Workers Compensation; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction, and Venue; and 17. Data Disclosure.
- 1.4. **Exhibits.** Exhibit 1, Financial Assistance, and Exhibit 2, Invoices, are attached and incorporated into this agreement.

**2. Grantee's Duties**

- 2.1. Grantee, who is not a state employee, will:
  - 2.1.1. Perform in a satisfactory and timely manner the work activities defined in its Calendar Year (CY) 2021 Unified Planning Work Program (UPWP), as approved by the State, which is incorporated by reference into this agreement and retained on file in the MnDOT Office of Transportation System Management. The UPWP defines the scope of work and particular tasks to be completed by the Grantee, and includes a minimum expenditure of \$3,000.00 to provide for the Grantee's participation in meetings and workshops of the Minnesota MPO Directors and for other professional development and training of the Grantee's staff.
  - 2.1.2. Prepare and submit to the State for approval a CY 2022 UPWP delineating the activities and expenditures of CY 2022 state grant funds. The UPWP must include a minimum expenditure of \$3,000.00 to provide for the Grantee's participation in meetings and workshops of the Minnesota MPO Directors and for other professional development and training of the Grantee's staff.

2.1.3. Utilize the MnDOT Template when preparing the Transportation Improvement Program (TIP).

2.2. Grantee will comply with all required grants management policies and procedures set forth through Minnesota Statutes § 16B.97, subdivision 4 (a) (1).

2.3. **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee must obtain prior written consent of the State before any capital asset is purchased with funds from this agreement and must meet any asset reporting requirements identified by the State as part of the written consent. Capital assets have a normal useful life expectancy exceeding two years and include 1) land, 2) buildings, 3) equipment over \$5,000, 4) infrastructure and 5) purchased software over \$30,000. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

2.4. **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State's Authorized Representative all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within 10 business days.

### 3. Time

3.1. Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

### 4. Consideration and Payment

4.1. **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

4.1.1. **Compensation.** Grantee will be paid a lump sum of \$26,820.00. Grantee must provide a local match of 20% as identified in Exhibit 1. The local match funds must be separate from the funds used to match any other funding source.

4.1.2. **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$26,820.00.

### 5. Payment

5.1. **Invoices.** Grantee will submit invoices for payment by lump sum. Exhibit 2, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted in a timely manner after the end of each calendar year quarter for 25% of the contract amount. Each invoice will include the submittal of a report documenting the tasks the MPO completed in the respective quarter.

5.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

5.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes § 16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

5.3.1. For agreements of \$50,000 or more, the State will make at least one monitoring visit and conduct annual financial reconciliations of Grantee's expenditures during the period of performance.

5.3.1.1. The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice

prior to any monitoring visit or financial reconciliation.

5.3.1.2. Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

5.3.1.3. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

5.3.2. **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.

5.3.3. **Closeout.** The State 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 grant funds will continue following grant closeout.

## 6. Conditions of Payment

6.1. All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## 7. Authorized Representatives

7.1. The State's Authorized Representative is Anna Pierce, Planning Program Coordinator, 395 John Ireland Blvd MS 440, St Paul, MN 55155, 651-366-3793, [anna.m.pierce@state.mn.us](mailto:anna.m.pierce@state.mn.us), or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2. Grantee's Authorized Representative is: Cindy Gray, Executive Director, Case Plaza Suite 232, 1 – 2nd Street N, Fargo ND 58102, 701-532-5103, [gray@fmmetrocog.org](mailto:gray@fmmetrocog.org). If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

## 8. Assignment Amendments, Waiver, Grant Agreement Complete, Electronic Records and Signatures

8.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

8.2. **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

8.3. **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

8.4. **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8.5. **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. Liability

9.1. Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

## 10. State Audits

10.1. Under Minnesota Statute § 16B.98, subdivision 8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are

subject to examination by the State 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. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

## **11. Government Data Practices**

- 11.1. **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee is a non-profit organization and Grantee receives a request to release the data referred to in this section, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

## **12. Intellectual Property Rights.**

- 12.1. **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

### **12.1.1. Obligations**

- 12.1.1.1. **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.
- 12.1.1.2. **Representation.** Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee

must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

### **13. Workers Compensation**

- 13.1. The Grantee certifies that it is in compliance with Minnesota Statutes §176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State 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 the State's obligation or responsibility.

### **14. Publicity and Endorsement**

- 14.1. **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.
- 14.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.
- 14.3. **Disclaimer.** The Grantee must include the following statement in all plans, studies and reports funded under this contract: "The preparation of this report has been funded in part by the Minnesota Department of Transportation. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Minnesota Department of Transportation. The report does not constitute a standard, specification, or regulation."

### **15. Governing Law, Jurisdiction, and Venue**

- 15.1. 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.

### **16. Termination; Suspension**

- 16.1. **Termination by the State.** The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 16.2. **Termination for Cause.** The State may immediately terminate this grant agreement if the State 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 Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 16.3. **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:
- 16.3.1. It does not obtain funding from the Minnesota Legislature; or
- 16.3.2. If 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 Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State 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. The State will provide the Grantee notice of the lack of funding

within a reasonable time of the State's receiving that notice.

- 16.4. **Suspension.** The State 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 Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

**17. Data Disclosure**

- 17.1. Under Minnesota Statutes § 270C.65, Subdivision 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, 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 Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

**18. Fund Use Prohibited.**

- 18.1. The Grantee 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 Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

**19. Discrimination Prohibited by Minnesota Statutes §181.59.**

- 19.1. Grantee 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 grant 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.

**20. Limitation.**

- 20.1. Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

**21. Telecommunications Certification.**

- 21.1. By signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

**22. Title VI/Non-discrimination Assurances.**

- 22.1. Grantee 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](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

**23. Additional Provisions**

[Intentionally left blank.]

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

**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Contract # \_\_\_\_\_

SWIFT Purchase \_\_\_\_\_

Order No. \_\_\_\_\_

**GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, by laws, resolutions, or ordinances.

By: \_\_\_\_\_

Title: Chair \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: Executive Director \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(With delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MnDOT OFFICE OF FINANCE – GRANT UNITS**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**MnDOT CONTRACT MANAGEMENT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1**  
**Financial Assistance**

Legal Name	Fargo-Moorhead Council of Governments
Contract Number	1045128
Contract Type / Program	State Metropolitan Planning Grant

Project Description	
Metropolitan Planning Grant – State Planning Assistance	
Total State Award	\$26,820.00
Required Local Match	\$6,705.00

## EXHIBIT 2

## Invoices



**Greater Minnesota Metropolitan Planning Organization**  
**Request for State Funds**  
**Calendar Year 2021**

**GRANTEE:** Fargo-Moorhead Council of Governments  
 Case Plaza Suite 232, 1 – 2<sup>nd</sup> Street N, Fargo ND 58102  
 701-532-5103  
 Recipient Agency Authorized Representative: Cindy Gray, Executive Director

Payment Request:	Total=	\$8,381.25
<input type="checkbox"/> First quarter (January 1 – March 31)	<input type="checkbox"/> Third quarter (July 1 – September 30)	Local Match= (20%)
<input type="checkbox"/> Second quarter (April 1 – June 30)	<input type="checkbox"/> Fourth quarter (October 1 – December 31)	State Funds= (80%)
<b>Amount of Requested State Planning Funds:</b>		<b>\$6,705.00</b>

*Invoice cannot be signed/submitted prior to the end of the quarter. Invoice submittal must include a report/summary of the applicable quarter's activities. Activity reports submitted for CPG fund reimbursement may be used.*

Signature: \_\_\_\_\_

Date \_\_\_\_\_

Recipient Agency Authorized Representative

**MnDOT**

\_\_\_\_\_

Date \_\_\_\_\_

Approval of MnDOT District Representative

\_\_\_\_\_

Date \_\_\_\_\_

Approval by MnDOT OTSM MPO Planning Program Coordinator

MnDOT use only:

Contract #: 1045128

Fiscal Year:

Swift Contract ID #:

Purchase Order ID #:

## **RESOLUTION**

BE IT RESOLVED that the Fargo-Moorhead Metropolitan Council of Governments enters into an Agreement for Distribution of State Planning Funds, Contract 1045128, with the State of Minnesota, Department of Transportation

BE IT FURTHER RESOLVED that the Chairperson and Executive Director of the Fargo-Moorhead Metropolitan Council of Governments are hereby authorized to execute such Agreement and amendments.

## **CERTIFICATION**

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the Fargo-Moorhead Metropolitan Council of Governments at a duly authorized meeting thereof, held on the 17<sup>th</sup> day of November, 2020, as shown by the minutes of said meeting in my possession.

---

Chair

---

Date

---

Executive Director

---

Date

**To:** Transportation Technical Committee  
**From:** Michael Maddox, AICP  
**Date:** November 12, 2020  
**Re:** **MATBUS Transit Authority Study – Final Report**

Metro COG and MATBUS worked with SRF Consulting Group and their subconsultant AECOM to study a number of issues that affect both the administration and funding of transit service in our region. The Executive Summary and full study can be found on Metro COG's website:

<http://fmmetrocog.org/projects-rfps/matbus-transit-authority-study>

The goal of the MATBUS Transit Authority Study was to streamline the MATBUS governance structure, clarify the decision-making process, and identify local funding sources that could possibly fill future funding gaps.

The Study culminated in an interim and long-term recommendation that address the governance structure, identify funding gaps and funding mechanisms that could be employed to fill such gaps, and guidelines for the implementation of the recommendations which include a rudimentary legal analysis.

The governance recommendations were as follows:

- Interim – Creation of a Transit Director position within Metro COG that would implement the recommendations of the study. This person would be an advocate for the regional transit system with the direct task of working with the jurisdictions to coordinate and deliver transit service on a regional scale.
- Long-Term – Creation of a "transit authority" only on North Dakota side of our region. This would be a new political subdivision that could either be attached to Metro COG or a stand-alone organization with the power to levy taxes to support transit operations.
- Ultimate Goal – Creation of a bistate transit authority with coverage in both the Minnesota and North Dakota portions of our region.

The interim recommendation does not address the funding issue, but rather is meant as a stepping stone to start implementing the recommendations of the study given their complicated nature. It is likely to take years of negotiation, drafting of legal documents, formation of an organization, and ultimately legislative action to move forward with the other recommendations, which also address the funding issue. The interim recommendation is geared toward finding a person who can move the process forward in the coming years. However, even the interim recommendation will require cooperation and effort to draft the necessary agreements to fund and institute a Transit Director position at Metro COG. After adoption of the Study – starting in 2021 - Metro COG, MATBUS, and city administration from Fargo and Moorhead will need to work together to prepare a specific strategy to implement the interim recommendation.

Both the Moorhead City Council and the Fargo City Commission approved resolutions of support for the MATBUS Transit Authority Study. The Transportation Technical Committee also recommended approval of the study.

**Requested Action: Approval of the MATBUS Transit Authority Study.**



**To:** Transportation Technical Committee  
**From:** Michael Maddox, AICP  
**Date:** November 12, 2020  
**Re:** **76<sup>th</sup> Avenue S Corridor Study – Final Report**

Metro COG, the City of Fargo, and the City of Horace have been engaged in a study to envision the future of the 76<sup>th</sup> Avenue South Corridor with its consultant Stantec. The purpose of this effort was to plan the functionality, roadway characteristics, amenities, and context of the roadway in advance of development pressure which has already started to manifest at either end of the corridor.

The 76<sup>th</sup> Avenue Corridor has long been planned as an arterial roadway of importance as it is on a section-line as well as through planning efforts that have singled it out as a corridor with the capability of providing intraregional connections with I-29 and other arterial facilities, and possibly a future Red River crossing.

The Study focuses on identifying contextual options and roadway alternatives that can be used in future decision making on the functionality and purpose of the corridor. Two alternatives were included, one looking at an option that places greater emphasis on mobility, and the other a more traditional context that places less emphasis on mobility and greater emphasis on access to adjacent land uses.

Some new concepts, such as linear parks/greenways, were included in the study. The study also took a phased approach to the implementation of the improvements given that the Study looked at a full-build scenario utilized in the Southwest Metropolitan Transportation Plan. It is important to note, that the ultimate timeframe studied is well beyond the traditional 25-year planning horizon of most of Metro COG's studies.

A final draft of the plan can be found on Metro COG's website at:

<http://www.fmmetrocog.org/projects-rfps/76th-avenue-south-corridor-study>

At their meeting on November 12, 2020, the Transportation Technical Committee recommended approval of the 76<sup>th</sup> Avenue S Corridor Study.

**Requested Action: Approval of the 76<sup>th</sup> Avenue S Corridor Study.**



**To:** Metro COG Policy Board  
**From:** Adam Altenburg, AICP  
**Date:** November 12, 2020  
**Re:** **Northwest Metro Transportation Plan**

Since the spring of 2019, Metro COG has been working with the City of Fargo, City of West Fargo, and Cass County on the Northwest Metro Transportation Plan. This joint plan seeks to provide a long-range blueprint for future expansion needs of the regional transportation network within the northwestern growth area of the Fargo-Moorhead metropolitan area.

The Northwest Metro Transportation Plan seeks to identify transportation needs for future development within the study area including recommendations for future street capacity, traffic controls, and multimodal facilities, as well as high-level planning estimates for infrastructure costs associated with future transportation facilities.

The Northwest Metro Transportation Plan can be viewed on Metro COG's website:

<http://www.fmmetrocog.org/projects-rfps/nwmetro-transportation-plan>

At their meeting of November 12, 2020, the Transportation Technical Committee recommended approval of the Northwest Metro Transportation Plan, pending final approvals of local governments.

**Requested Action: Approve the Northwest Metro Transportation Plan pending final approval by the Fargo City Commission and West Fargo City Commission.**

**To:** Policy Board Members  
**From:** Cindy Gray, Executive Director  
**Date:** November 12, 2020  
**Re:** **Health, Dental and Vision Insurance for 2021**

In late 2019, Metro COG requested that Blue Cross Blue Shield of ND (BCBSND) modify our health, vision and dental insurance to coincide with the calendar year. That modification was made, and we recently received information about our 2021 premiums and coverages.

For 2021, the insurance premiums for our plan, which is the BlueDirect Gold 100 2500, will not increase other than the increase associated with the ages of the participants. A few highlights are listed below:

- Health Insurance – Monthly increases in health insurance premiums will be a total of \$104.11 (rising from \$5,378.40 to \$5,482.50 for the seven employees and their families who are on the plan). This is an increase of \$1,249.32 per year, 70 percent of which is paid by Metro COG and 30 percent of which is paid by the employees. We accounted for a more significant increase in our budget, so fortunately, this is well below what we budgeted.
- Dental Insurance – the dental individual premium will decrease to \$31.30 but the family will increase to \$78.30, resulting in an overall monthly decrease for the dental premium from \$315.90 to \$313.90.
- Vision Insurance - Vision premiums are decreasing, resulting in \$12.00 for a single and \$27.60 for family, yielding an overall monthly decrease from \$123.90 to \$115.20.

Informational sheets for the health, vision and dental insurance plans are attached.

In late 2019, Metro COG's Executive Committee asked me to look into a group plan for small employers through the Chamber of Commerce. Over the summer, I inquired about that program, and learned that the Chamber was unable to implement it. They did not meet the criteria for starting such a program at the time, but they have renewed their efforts and may be able to meet the criteria in the future. The person looking into this is aware that Metro COG is interested in learning more if they are able to implement the plan.

**Requested Action: Authorize the Executive Director to enter into agreement with BCBSND for the health, vision and dental insurance plans described above and in the attachments for 2021.**



## BlueDirect 100 2500

A consumer-directed, lower cost health plan you can pair with a health savings account for ultimate control in your health care spending.

### BlueDirect is a Consumer-Directed Health Plan (CDHP)

Like most CDHPs, BlueDirect has lower premiums and higher deductibles than most traditional health insurance plans. It also gives you:

- Decision-making power about how and when you spend your health care dollars
- The largest network of doctors and hospitals in North Dakota, and protection when you travel
- Coverage to help prevent diseases and rewards for healthy living

### Pair BlueDirect with a Health Savings Account (HSA)

BlueDirect is qualified for you to use with an HSA—a fund you set aside to pay your medical expenses. Your HSA also allows you to:

- Set aside money, tax free
- Build a fund you can use for medical expenses now or in the future
- In many cases, earn interest on the money you have set aside

### How it Works

When you go to the doctor or a specialist:



#### Choose a health care provider in the Preferred Blue PPO network.

In North Dakota, the network is the Preferred Blue PPO. You can see in-network providers by visiting BCBSND.com, selecting Find A Doctor, choosing the Preferred Blue PPO before searching for providers in North Dakota.

If a family member resides outside of North Dakota, their network is the BlueCard PPO/EPO. To find a provider outside of North Dakota, visit BCBS.com and click Find A Doctor. Providers who are not Preferred Blue or BlueCard PPO health care providers are out-of-network. Services received out-of-network are paid at a lower level.



#### Use funds from your HSA to pay for services.

Even though you're paying on your own at this point, you receive a discount from providers because you are a Blue Cross Blue Shield of North Dakota (BCBSND) member.

Preventive care is covered at 100% from the beginning. There is no need to meet your deductible.



#### Once you meet your out-of-pocket maximum, BCBSND pays all your covered expenses for the remainder of the year.



#### Manage your health and actively prevent diseases.

HealthyBlue online wellness center with mobile app and incentive plan that rewards healthy behaviors like physical activity and setting and achieving goals.

### What's covered?

<b>Preventive care</b>	You pay \$0
<b>Prescription drugs</b>	Preventive drug – \$5 copay, then 100% Deductible is waived*
<b>Doctor visits</b>	
<b>Therapy</b>	Prescription medications or drugs not listed on the preventive drug list are subject to your out-of-pocket maximum
<b>Chiropractic care</b>	
<b>ER visits</b>	
<b>Inpatient hospitalization</b>	You pay for health care services out of your pocket or from your HSA until you spend \$2,500 Individual \$5,000 Family After that, BCBSND pays all covered expenses for the rest of the year
<b>Deductible</b>	\$2,500 Individual \$5,000 Family For a family plan, an individual on the plan must meet the individual deductible before coinsurance begins
<b>Coinurance</b>	100/0 Coinsurance (BCBSND pays 100%; you pay 0%)
<b>Out-of-pocket maximum</b>	The most you would pay per year \$2,500 Individual \$5,000 Family

Cost sharing amounts apply to covered services received within the Preferred Blue PPO network.

For a BlueDirect family plan, the entire family deductible must be met before BCBSND pays. The deductible can be met by one family member or all members.

\* Preventive drug is a prescription medication or drug listed on the preventive drug list. The drug list centers on preventive care and reduces your out-of-pocket costs when using the identified drugs.

To view the preventive drug list, visit BCBSND.com/members/rx-tools.

Preventive drugs are subject to the copayment amount application in the benefit plan.

### Questions?

Call Member Services:



**844-363-8457**

8 a.m. to 4:30 p.m. Central, Monday – Friday



Contact your employer's health plan administrator

This overview describes a high deductible health plan designed to comply with Section 223 of the Internal Revenue Code and intended for use with a Health Savings Account (HSA). Blue Cross Blue Shield of North Dakota (BCBSND) is not authorized to provide legal or tax advice to members. BCBSND expressly disclaims responsibility for, and makes no representation or warranty regarding: (1) the eligibility of any member to establish or contribute to an HSA; or (2) the suitability of this product in all circumstances for use with HSAs.

This benefit grid presents a brief overview of covered services and payment levels of this product. It should not be used to determine whether your health care expenses will be paid. The written benefit plan governs the benefits available. For premium rates and further details of the coverage, including definitions; exclusions; criteria for medically appropriate and necessary care; credentialing process; confidentiality policy; description of experimental drugs, medical devices or treatments; grievance and appeals process; provider listings; drugs eligible for coverage; reductions or limitations; and the terms under which this benefit plan may be continued, call, write or visit Blue Cross Blue Shield of North Dakota (BCBSND). BCBSND has entered into an agreement with CMS to provide health insurance coverage through Qualified Health Plans on the Health Insurance Marketplace.

Deductible Amount	\$50 per member per benefit period, \$100 per family per benefit period. Claims for covered services incurred October 1 through December 31 include a deductible carryover to the next year
Annual Maximum	\$1,000 per member per benefit period
Covered Services	
Diagnostic Services	
*Oral Evaluations, two per calendar year	80% (Deductible is waived on the first service for the calendar year)
Radiographs	
*Bitewing X-rays, one set per calendar year	80% (Deductible does not apply)
*Full Mouth X-rays or Panoramic X-rays, once every five years	
*Occlusal Films	
Preventive Services	
*Prophylaxis (Cleanings), four per calendar year. One additional for members under the care of a medical professional during pregnancy	80% (Deductible is waived on the first service for the calendar year)
*Topical Fluoride, twice per calendar year	
Sealants	80% (After deductible is met)
Space Maintainers	50% (After deductible is met)
Restorative Services	
Amalgam Restorations	80% (After deductible is met)
Resin Based Composite-Anterior & Posterior (White Fillings)	
Single and Stainless Steel Crowns and Repairs	50% (After deductible is met)
Inlays, Onlays and Repairs	
Endodontic Services	
Endodontic Therapy (Root Canals etc.)	50% (After deductible is met)
Root Canal Retreatment	
Apicoectomy/Periradicular (Root Surgery)	
Periodontal Services	
Surgical and Non-Surgical Periodontics	50% (After deductible is met)
Periodontal Maintenance	
Prosthodontic Services	
Removable Complete and Partial Dentures	50% (After deductible is met)
Fixed Partial Dentures (Bridges)	
Adjustments and Repairs of Complete and Partial Dentures	
Implant Services	
Surgical Placement	50% (After deductible is met)
Supporting Structures	
Treatment of Implant Defects	
Fixed Partial Denture and Removable Denture	
*Cone Beam CT Images	80% (Deductible does not apply)
Removal of Teeth	
Simple and Surgical Extractions	80% (After deductible is met)
Complex Oral Surgery	50% (After deductible is met)
Adjunctive General Services	
Consultations	80% (After deductible is met)
General Anesthesia, Nitrous Oxide and/or IV Sedation	
*Palliative Treatment (Emergency)	80% (Deductible does not apply)

\*Covered service does not apply to benefit maximums.

To qualify for a group dental plan, the employer must contribute a minimum of 75% toward the single premium payment.

*This chart presents a brief explanation of the covered services and payment levels of this product. It should not be used to determine whether your dental expenses will be paid. The written benefit plan governs the benefits available. For further details of the coverage, including exclusions, reductions or limitations and the terms under which the benefit plan may be continued, see your Sales & Account Executive or write to Blue Cross Blue Shield of North Dakota. For the list of exclusions and limitations, refer to the written benefit plan.*

*This information is available to individuals with disabilities in alternate formats, free of charge, by calling Member Services at 1-844-653-4056 (toll-free) or through the North Dakota Relay at 1-800-366-6888 or 711.*

United Concordia Companies, Inc. is an independent company providing dental benefit administrative services and access to a provider network for Blue Cross Blue Shield of North Dakota dental products.

## Blue Cross Blue Shield of North Dakota / VSP

### Your Coverage with a VSP Provider

Benefit	Description
<b>WellVision Exam®</b>	Every calendar year Focuses on your eyes and overall wellness
<b>Prescription Glasses</b> Lenses	Every calendar year Single vision, lined bifocal, and lined trifocal lenses Progressive lenses Polycarbonate lenses for dependent children under age 19
Frame	Every other calendar year \$150 allowance for a wide selection of frames
<b>Contact Lenses</b> Contact Lens Fitting & Exam	Elective contact lens fitting and evaluation once every calendar year. A 15% discount applies when seeing a Member Doctor. The copay is up to \$60.
Contact Lens Allowance	Contact lenses are available under this vision plan in place of all other lens and frame benefits for the current calendar year, up to a maximum benefit allowance of \$150.
<b>Extra Savings</b>	<b>Glasses and Sunglasses</b> Extra \$20 to spend on featured frame brands. Go to <a href="http://vsp.com/specialoffers">vsp.com/specialoffers</a> for details. 30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam.
	<b>Retinal Screening</b> No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam
	<b>Laser Vision Correction</b> Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor

### Your Coverage with Non-Member Providers

Get the most out of your benefits and greater savings with a VSP network doctor. Your coverage with Non-Member Providers will be less or you'll receive a lower level of benefits. Visit [BCBSND.com](http://BCBSND.com) for plan details.

Exam .....	up to \$60	Lined Trifocal Lenses .....	up to \$100
Frame .....	up to \$98	Progressive Lenses .....	up to \$75
Single Vision Lenses .....	up to \$50	Contacts .....	up to \$135
Lined Bifocal Lenses .....	up to \$75		

Plan allowances at some retail chains may differ, but are of equivalent value. Once your benefit is effective, visit [BCBSND.com](http://BCBSND.com) for details. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with BCBSND, the terms of the contract will prevail.

## YOUR VISION BENEFITS SUMMARY

Get access to the best eye care and eyewear with Blue Cross Blue Shield of North Dakota (BCBSND) BlueVision.

### Using Your BlueVision Benefit is Easy

Log in to your account at BCBSND.com. Your member portal is your one stop shop for managing your vision coverage with BCBSND. Within the portal, you can access additional information from our vision partner, VSP.

Once your plan is effective, you can review your benefit information:

- View individuals covered by your BCBSND vision plan
- View your vision benefits information

To access additional information on the VSP portal, log into your member services account at BCBSND.com and select the Claims tab on the top. Then, the link can be found on the left-hand side. Once there you can:

- View your claims history
- Download your VSP savings statements, which outline the discounts available with your coverage
- Find an in-network provider through the online directory. You can choose from a large network of independent doctors, including premier program locations for the best value, retail chains, or any non-member provider.
- View and download forms

### Best Eye Care

You'll get the highest level of care, including a WellVision Exam– the most comprehensive exam designed to detect eye and health conditions. Plus, when you see a VSP provider, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

### Plan Information

**VSP Provider Network:** VSP Signature

**Visit [BCBSND.com](https://www.bcsnd.com) or call 800.877.7195 for more details on your vision coverage and exclusive savings and promotions for VSP members.**

---

For further details of the coverage, including exclusions, any reductions or limitations and the terms under which the benefit plan may be continued, see your Sales and Account Executive.

This is a brief explanation of covered services and payment levels of this product. It should not be used to determine whether vision expenses will be paid. The written certificate of insurance governs the benefits available.



**To:** Policy Board Members  
**From:** Cindy Gray, Executive Director  
**Date:** November 12, 2020  
**Re:** **Policy Committee – Minnesota Statewide Multimodal Transportation Plan**

The Minnesota Department of Transportation (MnDOT) is in the early stages of preparing the Statewide Multimodal Transportation Plan (SMTP). The plan will set policy and priorities for transportation in Minnesota. A separate committee that addresses equity in transportation as well as two technical committees are also being formed.

A policy-level representative from Greater Minnesota MPOs has been requested by MnDOT staff. Ideally, this individual would be an elected official, but MnDOT understands that this could also consist of an agency director. Seeing as how our region is one of the farthest from the Twin Cities metropolitan area, I volunteered Metro COG to represent Greater Minnesota MPOs on the Policy Committee.

The expectations of the Policy Advisory Committee are described in Attachment 1 and in the following paragraph:

"It is expected that the Policy Advisory Committee will meet approximately quarterly for two to three hours between now and fall 2022. Meetings will be scheduled at the convenience of committee members. Work may be requested between meetings. Members could expect to spend up to 5 hours a month on MnDOT-related activities."

Does a Minnesota member of the Policy Board wish to serve as the designated Greater Minnesota PAC member, or would you prefer that I fulfill that role? I could also serve as back-up to anyone who is interested.

**Requested Action: No formal action required.**



**Minnesota Department of Transportation**  
**395 John Ireland Boulevard**  
**Saint Paul, MN 55155**

November 13, 2020

Ron Chicka, Duluth-Superior Metropolitan Interstate Council  
Cindy Gray, Fargo-Moorhead Metropolitan Council of Governments  
Brian Gibson, Saint Cloud Area Planning Organization  
Ben Griffith, Rochester-Olmsted Council of Governments  
Peter Fletcher, La Crosse Area Planning Committee  
Earl Haugen, Grand Forks-East Grand Forks MPO  
Paul Vogel, Mankato Area Planning Organization

RE: Invitation to Join Statewide Transportation Plan Policy Advisory Committee

Metropolitan Planning Organization Directors,

The Minnesota Department of Transportation is forming a group of stakeholders to help us plan for the ways people and goods move through Minnesota. The Greater Minnesota MPOs are asked to designate one representative—director or board member—to serve on a joint policy advisory committee by November 30, 2020.

As you are aware, MnDOT is currently in the early stages of updating the Statewide Multimodal Transportation Plan (our state's highest policy plan for transportation) and the 20-Year State Highway Investment Plan. These two plans will guide how and where we invest in transportation for the next 20 years and help MnDOT work to make transportation safer and more equitable across the state. A joint policy advisory committee will review public input and technical feedback for both plans to inform recommendations to MnDOT's leadership.

It is expected that the policy advisory committee will meet approximately quarterly for two to three hours between now and fall 2022. Meetings will be scheduled at the convenience of committee members. Work may be requested between meetings. Members could expect to spend up to 5 hours a month on MnDOT-related activities.

In addition to this request for a PAC representation, you will soon receive a separate email requesting representatives for two technical advisory committees (one for each plan) and an equity work group. Additional work groups will be formed as we identify topics for detail review.

Thank you for your consideration. As you consider this invitation, staff are available to answer any questions you may have. If you are ready to identify one representative, send the name and contact information to

Hally Turner  
(651) 366-3901  
[hally.turner@state.mn.us](mailto:hally.turner@state.mn.us)

MnDOT looks forward to continuing our planning partnership during these updates to key transportation plans.

Sincerely,



Margaret Anderson Kelliher  
Commissioner of Transportation

cc: Tim Henkel, MnDOT Modal Planning and Program Management Assistant Commissioner  
Philip Schaffner, MnDOT Statewide Planning Director  
Anna Pierce, MnDOT MPO Planning Program Coordinator

*Equal Opportunity Employer*