

## The 636<sup>th</sup> Policy Board Meeting Fargo-Moorhead Metropolitan Council of Governments THURSDAY, November 21, 2024 – 2:30 PM AGENDA

1. Call to Order and Introductions
  - a. Introductions & Roll Call Information Item
  - b. Approve Order and Contents of the Overall Agenda Action Item
  - c. Approve Minutes (October 17, 2024 Board Meeting) Action Item
  - d. Approve November 2024 Bills Action Item
2. Consent Agenda **Action Item**
  - a. October End of Month Report
  - b. 2025 Health/Vision/Dental Insurance with BCBS-ND
  - c. 2025 Metro COG Public Meeting Schedule
  - d. Human Resources Consulting Services Agreement
  - e. Request for MATBUS Appointment to Policy Board
3. Regular Agenda
  - a. Public Comment Opportunity Public Input
  - b. 2024-2027 TIP Amendment 12 **Action Item**
  - c. 2025-2028 TIP Amendment 1 **Action Item**
  - d. 2024 Metro Profile Final Report **Action Item**
  - e. Regional Comprehensive Safety Action Plan (SS4A) Final Report **Action Item**
  - f. EV Readiness Study Final Report **Action Item**
  - g. Fargo Transportation Plan (FTP) **Action Item**
4. Additional Business Information Item
5. Adjourn

REMINDER: The next Metro COG Policy Board Meeting will be held **Thursday, December 19, 2024.**

Metro COG is encouraging citizens to provide their comments on agenda items via email to Angela Brumbaugh at [brumbaugh@fmmetrocog.org](mailto:brumbaugh@fmmetrocog.org). To ensure your comments are received prior to the meeting, please submit them by 8:00 AM 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\\_tJn75ZuVSCyooHMaW1GXaQ](https://us02web.zoom.us/webinar/register/WN_tJn75ZuVSCyooHMaW1GXaQ)

**Bolded** 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 Angela Brumbaugh 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.

**635<sup>th</sup> Policy Board Meeting  
Fargo-Moorhead Metropolitan Council of Governments  
Thursday, October 17, 2024 – 4:00 PM**

**Members Present:**

Duane	Breitling	Cass County Commission
Rory	Jorgensen	West Fargo City Commission
Denise	Kolpack	Fargo City Commission
Stephanie	Landstrom	Horace City Council
Jenny	Mongeau	Clay County Commission
Julie	Nash	Dilworth City Council
Ryan	Nelson	Moorhead City Council
Brad	Olson	West Fargo City Commission
Dave	Piepkorn	Fargo City Commission
John	Strand	Fargo City Commission
Michelle	Turnberg	Fargo City Commission
Deb	White	Moorhead City Council

**Members Absent:**

Chuck	Hendrickson	Moorhead City Council
Art	Rosenberg	Fargo Planning Commission
Thomas	Schmidt	Fargo Planning Commission
Maranda	Tasa	Fargo Planning Commission

**Others Present:**

Adam	Altenburg	Metro COG
Karissa	Beierle Pavcek	Metro COG
Paul	Bervik	Metro COG
Angela	Brumbaugh	Metro COG
Dan	Farnsworth	Metro COG
Ben	Griffith	Metro COG
Aiden	Jung	Metro COG
Chelsea	Levorsen	Metro COG
Wayne	Zacher	NDDOT

- 1a. MEETING CALLED TO ORDER, WELCOME, AND INTRODUCTIONS, convened**  
The meeting was called to order at 4:00 PM, on October 17, 2024 by Chair Breitling, noting a quorum was present. Introductions were made.

**1b. Approve Order and Contents of Overall Agenda with the addition of 3a. Public Comment Opportunity, approved**

Chair Breitling asked for approval for the overall agenda, including 3a. Public Comment Opportunity and moving 2025-2026 UPWP & Budget to 3b.

**MOTION: Approve the contents of the Overall Agenda with the inclusion of 3a. Public Comment Opportunity of the October 17th, 2024 Policy Board Meeting.**

**Mr. Olson moved, seconded by Ms. Kolpack.**

**MOTION, passed**

**Motion carried unanimously.**

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

Chair Breitling asked for approval of the Minutes of the September 19, 2024 and the September 26, 2024 Special Meeting.

**MOTION: Approve the September 19, 2024 and September 26, 2024 Special Policy Board Meeting Minutes.**

**Mr. Piepkorn moved, seconded by Ms. Kolpack.**

**MOTION, passed**

**Motion carried unanimously.**

**1d. Monthly Bills, approved**

Chair Breitling asked for approval of the October 2024 Bills as listed on Attachment 1d.

**MOTION: Approve the October 2024 Bills List.**

**Ms. Kolpack moved, seconded by Mr. Olson.**

**MOTION, passed**

**Motion carried unanimously.**

**2. CONSENT AGENDA**

Chair Breitling asked for approval of Items a-c on the Consent Agenda.

- a. September Month End Report
- b. Metro COG 3<sup>rd</sup> Quarter Report
- c. CPG Contract Amendment

**MOTION: Approve Items a-c on the Consent Agenda.**

**Mr. Strand moved, seconded by Ms. White.**

**MOTION, passed**

**Motion carried unanimously.**

**3. REGULAR AGENDA**

**3a. Public Comment Opportunity**

No public comments were made or received.

**3b. Approve 2025-2026 UPWP & Budget**

Mr. Griffith reported that Metro COG is required to complete a Unified Planning Work Program every other year. The UPWP lays out Metro COG's work program and budget for the next two years.

In the past, unused CPG funds could be carried over into the next year but that has changed. NDDOT is trying to develop a re-obligation process for unused CPG funds. NDDOT will look at available funding remaining from 2024, which will be determined in the first quarter of 2025 and available for use in 2026. The timing works out well because it comes the first quarter of the year, and we will have better estimates for budgeting purposes our amounts for the next year. The negative is if we have a project that is not completed by year end, there is not anything in place to carry it over into the next year. Mr. Zacher stated the intent is to expend it in the year it was obligated.

The Safe Routes to School project for West Fargo School District is scheduled to begin in 2025 and would be a two-year project. An update of the Dilworth Comprehensive Plan will be conducted by in-house staff.

The roundabout studies on Hwy 75 were not included for Moorhead and were added at the TTC meeting along with some corrections from MATBUS for Appendix H. The intent is to have a list of potential projects ready if funding were to become available for 2026.

There is no designated funding source for the Housing Commission, and it is not included for that reason. Metro COG provides staff for the Food Commission and would also need to do so for the Housing Commission, but there needs to be a funding source in place for these activities. Once a funding source has been determined for the Housing Commission, a UPWP amendment would be needed.

Ms. Mongeau stated it is difficult to have a larger jump in expenses if the projects switch gear and nothing has been budgeted. Mr. Griffith responded that if NDDOT's proposed process for re-obligating funds is approved, potential funding estimates for the following year would be made around the time most jurisdictions are beginning their budgeting process for the following year.

Ms. Nash pointed out that Dilworth dues are a little off. Mr. Griffith responded that Dilworth's dues include the Comprehensive Plan Update, and some of that work may be CPG-eligible, which would affect the dues amount.

Mr. Nelson asked how can we have a carryover project on the books when it says there is not any carryover? Mr. Griffith responded that the amount used is the funding NDDOT allocated Metro COG for the 2025 year, not funding from 2024, so unfinished projects are continued into the following year and are to be funded with funds programmed for 2025.

Mr. Griffith reported that there was a STBG project on 32<sup>nd</sup> Avenue S that came in \$323,928 under the engineering estimate and that those funds would be “flexed” from construction to planning funds, adding that those funds had significantly helped to balance the proposed 2025 budget. FTA funds from MN in the amount of \$67,609 did not get transferred over in 2024 and have been included in 2025. Both funding amounts will help us finish 2024 projects.

Mr. Griffith stated that there is a 30-day review period by the state DOTs and Federal agencies for the UPWP. He also provided language that the Policy Board motion must include to allow for inclusion of comments received from these agencies.

Ms. White asked if the one dissenting vote from the TTC meeting could be explained. Mr. Griffith responded that NDDOT staff does not like a “DRAFT” watermark on documents.

**MOTION: Approval of Metro COG’s DRAFT 2025-2026 Unified Planning Work Program (UPWP) and Budget, with the inclusion of comments received from NDDOT, MnDOT, FHWA, and FTA during their 30-day review period. Mr. Olson moved, seconded by Ms. White. MOTION, passed Motion carried unanimously.**

**4. Additional Business**

- MAT coordinating board held their final meeting. Once the new governing body is established, we can ask for a recommendation for someone to be on the TTC board.
- The November meeting will have the final reports for EV Readiness and Safe Routes for All plus other items that come in December for approval.

**5. Adjourn**

**MOTION: Adjourn the 635<sup>th</sup> Meeting of the FM Metro COG Policy Board Ms. Kolpack moved, seconded by Mr. Jorgenson. MOTION, passed. Motion carried unanimously.**

The 635<sup>th</sup> Meeting of the FM Metro COG Policy Board held Thursday, October 17, 2024 was adjourned at 4:41 PM.

**THE NEXT FM METRO COG POLICY BOARD MEETING WILL BE HELD Thursday, November 21, 2024, 4:00 PM.**

Respectfully Submitted,

Angela Brumbaugh  
Office Manager

**To:** Policy Board members  
**From:** Ben Griffith, AICP, Executive Director  
**Date:** November 15, 2024  
**Re:** **2025 Health/Dental/Vision Insurance with BCBS-ND**

### **2025 Premiums**

Angela and I met with our Blue Cross Blue Shield-ND (BCBS-ND) representative recently and learned that our 2025 premiums for health insurance coverage will increase by 12.92%. For reference, our insurance coverage increased by 2.3% last year. Insurance premiums have risen substantially over the years, but not as much recently, so it could almost be said that this double-digit increase was expected. A 2025 Renewal Snapshot and a Summaries of Health, Dental and Vision Benefits and Coverage from BCBS-ND have been included.

The deductible for our plan, which is the BlueDirect Gold 100 3200 HDHP, increases from \$3,200 to \$3,300 for a single plan, and from \$6,400 to \$6,600 for a family plan. Currently, Metro COG pays 50% of our staff members' deductibles into our Health Savings Accounts (HSA). That amount had been based on the deductible amounts and the Policy Board may want to consider increasing that amount, based on the increase in deductibles for 2025. Premiums for dental coverage will increase 22% with vision increasing 9%.

### **Budgetary Impacts**

The increases in employer paid premiums and employer contributions to the HSA were anticipated when 2025 budget estimates were prepared, and a 15% increase was calculated to cover the increase. These increases are primarily due to aging staff members, an increase in the number of staff members with dependent spouses and children, increased cost health and dental premiums and possible increase of HSA amounts. The current amounts were made available to us just before the 2025-2026 UPWP and Budget were presented and were included in the approved budget.

After meeting with our BCBS-ND representative regarding our health insurance needs and seeing similar increases from other health insurance providers, staff recommends that we continue with our current plan with BCBS-ND. At this point in time, Metro COG could opt to move with lesser amounts of coverage, but all of these options would require a significant increase in staff members' out-of-pocket expenses for health, dental and vision coverage.

Staff recommends approval of and continuance with current BCBS-ND Health, Dental and Vision Plans for Metro COG staff and continuing to match staff members' deductibles at 50% into their Health Savings Accounts (HSA) in 2025. At their regularly scheduled meeting of November 4, the Executive Committee discussed the item and asked several questions of staff before recommending approval of continuing existing health insurance benefits and placement onto the November 21 Policy Board consent agenda.

**Requested Action:** Approval to continue with current BCBS-ND's BlueDirect Gold 100 3300 plan for health insurance, BlueDental Essential 50 1000 SG-Jan, and BlueVision Premium and matching HSA deductibles for 2025.

# 2025 Renewal Snapshot



## Your partner in managing the factors behind premiums

While health insurance premiums are rising across the industry, our mission at Blue Cross Blue Shield of North Dakota (BCBSND), a member-owned, nonprofit insurance company becomes even more important for members and employers. That mission is to continue offering the most comprehensive coverage to keep health care as affordable as possible. We carry that mission forward by proactively addressing the main challenges that are driving up premiums, including rising reimbursement rates, increased care visits and high-cost treatments. That way, our members can carry on with affordable, comprehensive coverage.

### Rising utilization of specialty prescriptions

Despite increasing utilization of life-changing yet high-cost specialty and prescription drugs, we continue to proactively introduce solutions to provide the right balance of affordability, access and customer experience.

### More high-cost tests and treatments

The cost to diagnose and treat serious and chronic illnesses is rising. To keep costs down, we partner with other health care organizations and focus on early detection and prevention through our value-based care approach.

### Increased reimbursement costs for medical services

While costs for medical services continue to climb, we provide some of the best provider discounts in the industry and collaborate with care providers to deliver a sustainable, high-quality health care experience for members.

Top factors driving premium costs

## More reasons to choose BCBSND



### Statewide coverage

99% of ND doctors and all ND hospitals



### Broad access beyond

Covers 85% of US providers and doctors in 190 countries



### \$0 Preventive care

Get wellness checks, immunizations and screenings at no cost\*



### Leading Insulin Rate

Members can get insulin for \$5/month\*



### \$0 Virtual care

Connect with a doctor, wherever you are, whenever you need it\*



### Advanced primary care clinics

Unique primary health care experience that is easy, affordable and within your control\*



### Condition management and prevention

Personal coaching and the tools needed to manage diabetes, heart disease, or other conditions



### Mental health

More covered providers and on-demand online help for challenges like depression, social anxiety and substance use



### Personalized health navigator

Unifying health, well-being, and navigation into one digital member experience



### Prenatal and postpartum wellness

Support programs that give you in-depth educational tools and more

\*available to eligible members on select health plans





The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-844-363-8457 or visit [www.bcbsnd.com/plandocuments](http://www.bcbsnd.com/plandocuments). For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 1-844-363-8457 to request a copy.

Important Questions	Answers	Why this Matters:
<p><b>What is the overall deductible?</b></p>	<p>For <u>network providers</u> <b>\$3,300</b> individual / <b>\$6,600</b> parent and child / <b>\$6,600</b> parent and children / <b>\$6,600</b> two person / <b>\$6,600</b> family</p> <p>For <u>out-of-network providers</u> <b>\$6,600</b> individual / <b>\$13,200</b> parent and child / <b>\$13,200</b> parent and children / <b>\$13,200</b> two person / <b>\$13,200</b> family</p>	<p>Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u>, each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u>.</p>
<p><b>Are there services covered before you meet your deductible?</b></p>	<p>Yes, <u>preventive care</u>.</p>	<p>This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u>. See a list of covered <u>preventive services</u> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a>.</p>
<p><b>Are there other deductibles for specific services?</b></p>	<p>No.</p>	<p>You don't have to meet <u>deductibles</u> for specific services.</p>
<p><b>What is the out-of-pocket limit for this plan?</b></p>	<p>For <u>network providers</u> <b>\$3,300</b> individual / <b>\$6,600</b> parent and child / <b>\$6,600</b> parent and children / <b>\$6,600</b> two person / <b>\$6,600</b> family</p> <p>For <u>out-of-network providers</u> <b>\$9,900</b> individual / <b>\$19,800</b> parent and child / <b>\$19,800</b> parent and children / <b>\$19,800</b> two person / <b>\$19,800</b> family</p>	<p>The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u>, they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.</p>
<p><b>What is not included in the out-of-pocket limit?</b></p>	<p><u>Premiums</u>, <u>balance-billed</u> charges and health care this <u>plan</u> doesn't cover.</p>	<p>Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u>.</p>

<p><b>Will you pay less if you use a <u>network provider</u>?</b></p>	<p>Yes. See <a href="http://www.bcbsnd.com/find-a-doctor">www.bcbsnd.com/find-a-doctor</a> or call 1-844-363-8457 for a list of <u>network providers</u>.</p>	<p>This <u>plan</u> uses a <u>provider network</u>. You will pay less if you use a <u>provider</u> in the <u>plan's network</u>. You will pay the most if you use an <u>out-of-network provider</u>, and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.</p>
<p><b>Do you need a <u>referral</u> to see a <u>specialist</u>?</b></p>	<p>No.</p>	<p>You can see the <u>specialist</u> you choose without a <u>referral</u>.</p>



All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<p><b>If you visit a health care <u>provider's</u> office or clinic</b></p>	<p>Primary care visit to treat an injury or illness</p>	<p>0% <u>coinsurance</u></p>	<p>20% <u>coinsurance</u></p>	<p>None</p>
	<p><u>Specialist</u> visit</p>	<p>0% <u>coinsurance</u></p>	<p>20% <u>coinsurance</u></p>	<p>None</p>
	<p><u>Preventive care/screening/immunization</u></p>	<p>No charge</p>	<p>Not covered</p>	<p>You may have to pay for services that aren't <u>preventive</u>. Ask your <u>provider</u> if the services needed are <u>preventive</u>. Then check what your <u>plan</u> will pay for.</p>
<p><b>If you have a test</b></p>	<p><u>Diagnostic test</u> (x-ray, blood work)</p>	<p>0% <u>coinsurance</u></p>	<p>20% <u>coinsurance</u></p>	<p>None</p>
	<p>Imaging (CT/PET scans, MRIs)</p>	<p>0% <u>coinsurance</u></p>	<p>20% <u>coinsurance</u></p>	<p>None</p>

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<b>If you need drugs to treat your illness or condition</b> More information about <b>prescription drug coverage</b> is available at <a href="http://www.bcbsnd.com/members/rx-tools">www.bcbsnd.com/members/rx-tools</a>	Preventive drugs	\$5 <u>copay</u> /prescription; <u>deductible</u> does not apply (retail & mail order)	Not covered	Benefits are subject to the <u>copay</u> application described in the benefit <u>plan</u> . *See section 1.
	Generic preferred drugs (Tier 1)	0% <u>coinsurance</u> (retail & mail order)	Not covered	None
	Generic nonpreferred drugs (Tier 2)	0% <u>coinsurance</u> (retail & mail order)	Not covered	
	Brand name preferred drugs (Tier 3)	0% <u>coinsurance</u> (retail & mail order)	Not covered	
	Brand name nonpreferred drugs (Tier 4)	0% <u>coinsurance</u> (retail & mail order)	Not covered	
	Specialty preferred drugs (Tier 5)	0% <u>coinsurance</u>	Not covered	<u>Specialty drugs</u> must be received from the preferred specialty pharmacy <u>network</u> .
	Specialty nonpreferred drugs (Tier 6)	0% <u>coinsurance</u>	Not covered	
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	Physician/surgeon fees	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None
<b>If you need immediate medical attention</b>	<u>Emergency room care</u>	0% <u>coinsurance</u>	0% <u>coinsurance</u> ; <u>network deductible</u> applies	None
	<u>Emergency medical transportation</u>	0% <u>coinsurance</u>	0% <u>coinsurance</u> ; <u>network deductible</u> applies	None
	<u>Urgent care</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	<u>Precertification</u> may be required.
	Physician/surgeon fees	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None

\*For more information about limitations and exceptions, see the plan or policy document at [www.bcbsnd.com/plandocuments](http://www.bcbsnd.com/plandocuments).

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need mental health, behavioral health or substance abuse services	Outpatient services	0% <u>coinsurance</u> /office visit	20% <u>coinsurance</u> /office visit	<u>Precertification</u> may be required.
		0% <u>coinsurance</u> for other outpatient services	20% <u>coinsurance</u> for other outpatient services	
	Inpatient services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	<u>Precertification</u> may be required.
If you are pregnant	Office visits	No charge	20% <u>coinsurance</u>	None
	Childbirth/delivery professional services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	Childbirth/delivery facility services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None
If you need help recovering or have other special health needs	<u>Home health care</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	40 visits max/benefit period may apply. <u>Precertification</u> is required.
	<u>Rehabilitation services</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	30 visits max/benefit period may apply for each therapy: physical, occupational and speech.
	<u>Habilitation services</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	30 visits max/benefit period may apply for each therapy: physical, occupational and speech.
	<u>Skilled nursing care</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	30 days max/benefit period may apply. <u>Precertification</u> is required.
	<u>Durable medical equipment</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	<u>Precertification</u> may be required.
	<u>Hospice services</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None
If your child needs dental or eye care	Children's eye exam	0% <u>coinsurance</u>	Not covered	One exam/benefit period.
	Children's glasses	0% <u>coinsurance</u>	Not covered	Lenses allowed 1/benefit period. Frames allowed once every other benefit period.
	Children's dental check-up	0% <u>coinsurance</u>	20% <u>coinsurance</u>	Routine exam allowed 2/benefit period and cleanings allowed 4/benefit period.

## Excluded Services & Other Covered Services:

### Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Abortions (except if necessary to prevent the woman's death)
- Acupuncture
- Cosmetic surgery
- Dental care (adult)
- Infertility treatment
- Long-term (custodial) care
- Non-emergency care when traveling outside the U.S.
- Nonformulary drugs
- Private-duty nursing
- Routine eye care (adult)
- Routine foot care (except if medically necessary for members with circulatory disorders)
- Weight loss programs

### Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery (lifetime maximum of 1 operative procedure may apply)
- Chiropractic care (20 visits/benefit period)
- Hearing aids (1 hearing aid per ear every 3 years)

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: BCBSND at 1-844-363-8457 or [www.bcbsnd.com](http://www.bcbsnd.com); or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit <http://www.HealthCare.gov> or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: BCBSND at 1-844-363-8457 or [www.bcbsnd.com](http://www.bcbsnd.com); the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform); or North Dakota Insurance Department at 1-701-328-2440, 1-800-247-0560 or [www.nd.gov/ndins/contact](http://www.nd.gov/ndins/contact).

### Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

### Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

### Language Access Services:

See BCBSND's attached disclosure for information on available language assistance services.

————— *To see examples of how this plan might cover costs for a sample medical situation, see the next section.* —————

**About these Coverage Examples:**



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

**Peg is Having a Baby**  
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible **\$3,300**
- Specialist coinsurance **0%**
- Hospital (facility) coinsurance **0%**
- Other coinsurance **0%**

**This EXAMPLE event includes services like:**

- Specialist office visits (prenatal care)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (ultrasounds and blood work)
- Specialist visit (anesthesia)

<b>Total Example Cost</b>	<b>\$12,700</b>
---------------------------	-----------------

**In this example, Peg would pay:**

<i>Cost Sharing</i>	
<u>Deductibles</u>	\$3,290
<u>Copayments</u>	\$10
<u>Coinsurance</u>	\$0

***What isn't covered***

Limits or exclusions	\$20
<b>The total Peg would pay is</b>	<b>\$3,320</b>

**Managing Joe's type 2 Diabetes**  
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible **\$3,300**
- Specialist coinsurance **0%**
- Hospital (facility) coinsurance **0%**
- Other coinsurance **0%**

**This EXAMPLE event includes services like:**

- Primary care physician office visits (including disease education)
- Diagnostic tests (blood work)
- Prescription drugs
- Durable medical equipment (glucose meter)

<b>Total Example Cost</b>	<b>\$5,600</b>
---------------------------	----------------

**In this example, Joe would pay:**

<i>Cost Sharing</i>	
<u>Deductibles</u>	\$1,100
<u>Copayments</u>	\$300
<u>Coinsurance</u>	\$0

***What isn't covered***

Limits or exclusions	\$0
<b>The total Joe would pay is</b>	<b>\$1,400</b>

**Mia's Simple Fracture**  
(in-network emergency room visit and follow up care)

- The plan's overall deductible **\$3,300**
- Specialist coinsurance **0%**
- Hospital (facility) coinsurance **0%**
- Other coinsurance **0%**

**This EXAMPLE event includes services like:**

- Emergency room care (including medical supplies)
- Diagnostic test (x-ray)
- Durable medical equipment (crutches)
- Rehabilitation services (physical therapy)

<b>Total Example Cost</b>	<b>\$2,800</b>
---------------------------	----------------

**In this example, Mia would pay:**

<i>Cost Sharing</i>	
<u>Deductibles</u>	\$2,800
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0

***What isn't covered***

Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$2,800</b>

The plan would be responsible for the other costs of these EXAMPLE covered services.

**Deductible Amount (Per Benefit Period)**

\$50 per member | \$100 per family

Claims for covered services incurred Oct. 1 - Dec. 31 include a deductible carry-over to the next year

**Annual Maximum (Per Benefit Period)**

\$1,000 per member

**Orthodontic Services and Maximum**

Not covered

Services	Percent paid by your plan after deductible is met	Description
Diagnostic	100% <sup>3</sup>	Exams (Oral Evaluations): two per calendar year <sup>1</sup>
Radiographs	100% <sup>3</sup>	Bitewing X-rays: One set per calendar year <sup>1</sup> Full Mouth X-rays or Panoramic X-rays: Once every five years <sup>1</sup> Occlusal Films <sup>1</sup>
Preventive	100% <sup>3</sup>	Cleanings (Prophylaxis): Four per calendar year <sup>1 2</sup> Fluoride Varnish: Two per calendar year <sup>1</sup> Topical Fluoride: Two per calendar year <sup>1</sup>
	80%	Sealants
	50%	Space Maintainers
Restorative	80%	Amalgam Restorations Resin Based Composite-Anterior & Posterior (White Filings)
	50%	Single and Stainless Steel Crowns and Repairs Inlays, Onlays and Repairs
Endodontic	50%	Endodontic Therapy (Root Canals etc.) Root Canal Retreatment Apicoectomy/Periradicular (Root Surgery)
Periodontal	50%	Surgical/Non-Surgical Periodontics Periodontal Maintenance
Prosthodontic	50%	Removable Complete and Partial Dentures Fixed Partial Dentures (Bridges) Adjustments/Repairs of Complete/Partial Dentures
Implant	50%	Surgical Placement Supporting Structures Treatment of Implant Defects Bone Grafts Fixed Partial/Removable Denture
	100% <sup>3</sup>	Cone Beam CT Images <sup>1</sup>
Removal of Teeth	80%	Simple and Surgical Extractions
	50%	Complex Oral Surgery
Adjunctive General	80%	Consultations General Anesthesia, Nitrous Oxide and/or IV Sedation
	100% <sup>3</sup>	Palliative Treatment (Emergency) <sup>1</sup>

<sup>1</sup>Covered service does not apply to benefit maximums

<sup>2</sup>One additional for members under the care of a medical professional during pregnancy

<sup>3</sup>Deductible does not apply

To qualify for a group dental plan, the employer must contribute a minimum of 50% 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 &amp; 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.

**Information applies to fully insured and self-funded groups**

Self-funded groups: This dental plan is that of your employer. Blue Cross Blue Shield of North Dakota is serving only as the Claims Administrator.

Blue Cross Blue Shield of North Dakota is an independent licensee of the Blue Cross Blue Shield Association.



ND

vsp vision care

BlueVision Essential

### Your coverage with a VSP® Network Doctor

Benefits	Copay, Allowance and Frequency	Description
<b>Exams</b>		
WellVision Exam®	One per calendar year	
Retinal Screening	No more than \$39 Copay	Routine screening (WellVision Exam enhancement)
<b>Prescription Glasses</b>		
Lenses	One per calendar year	Single vision, lined bifocal, and lined trifocal lenses Progressive lenses, Polycarbonate lenses for dependent children under age 19
Frames	\$175 Allowance One per every other calendar year	Wide selection of frames
Additional Glasses and Sunglasses	n/a	30% Savings - Additional glasses/sunglasses - including lens enhancements <sup>2</sup> or 20% Savings - Any VSP network doctor within 12 months of last WellVision Exam
<b>Contacts</b>		
Fitting and Exam	up to \$60 Copay One per calendar year	15% Discount applies when seeing a member doctor
Lenses	up to \$150 maximum allowance Current calendar year <sup>1</sup>	Necessary contact lenses are covered
<b>Vision Correction</b>		
Laser	n/a	Average 15% discount off regular price or 5% discount off promotional price <sup>3</sup>

### Your coverage with Out-of-Network Doctors

Get the most out of your benefits and greater savings with a VSP network doctor. Your coverage with out-of-network doctors will be less or you'll receive a lower level of benefits. Visit 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 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.

<sup>1</sup>Contact lenses are available under this vision plan in place of all other lens and frame benefits

<sup>2</sup>From the same VSP network doctor on the same day as your WellVision Exam. <sup>3</sup>Discounts only available from contracted facilities

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.

VSP® is an independent company providing vision benefit management services and access to the VSP vision network for Blue Cross Blue Shield of North Dakota vision products.

VSP and WellVision Exam are registered trademarks of Vision Service Plan.

Information applies to Fully Insured & Self-Funded groups

Self-Funded groups: This vision plan is that of your employer. Blue Cross Blue Shield of North Dakota is serving only as the Claims Administrator.

Blue Cross Blue Shield of North Dakota is an independent licensee of the Blue Cross Blue Shield Association.



## BlueVision - Popular lens enhancements<sup>1</sup>

Enhancements	Single Vision <sup>2</sup>   Multifocal <sup>2</sup>	Description
<b>Tints, Dyes and Polish</b>		
Solid Tints and Dyes	Covered – Except Pink I & II	Fashionable and reduce the amount of light coming through the lenses
Plastic Gradient Dye	\$15	Usually dark at the top and gradually lighten toward the bottom of the lenses
High Luster Edge Polish	\$14	Edges can be polished to a high luster, resulting in clearer and shinier edges; plus, it makes lenses look thinner
<b>Coatings</b>		
Scratch-Resistant	\$15	Applied to plastic lenses to increase their resistance to normal scratching and pitting
Anti-Reflective	Standard - \$37 Premium - \$61 Custom - \$75	Can reduce eyestrain caused by glare, reflections, blue light exposure from digital devices, and the “halos” you see around lights at night; plus, it helps protect lenses from scratches, smudges, dust, and water.
UV Protection	\$10	Can be added to the front or back side of a lens and can block 98–100% of transmitted and reflected UVA and UVB rays
<b>Lenses</b>		
Polycarbonate	Adult - \$33 Children - Covered	One of the thinnest, lightest, and most impact-resistant materials available; plus, they provide UV protection and scratch resistance
Photochromic	\$70	Automatically darken when exposed to sunlight and lighten when out of sunlight
High-Index	\$51   \$55	Thinner and lighter than standard lenses, these lenses help people with severe vision correction needs
Progressive	Standard - Covered Premium - Covered Custom - Covered	Line-free lenses that gradually change power with distance

## 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.

### Member Portal

Log into your account at BCBSND.com

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

### VSP Portal

Log into account at BCBSND.com

Select - claims tab on the top

Click - link on the left-hand side.

- View claims history
- Download VSP savings statements (outline coverage discounts)
- Find an in-network doctor through the online directory
- 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 network doctor, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

## Plan Information

**VSP Network Doctor:** VSP Signature

**Visit BCBSND.com or call 800.877.7195 for more details on your vision coverage and exclusive savings and promotions for VSP members.**

<sup>1</sup>All lens enhancements are covered after a copay

<sup>2</sup>Prices shown reflect the standard plastic price for each respective category. Premium lens enhancement prices may vary. Prices are valid only through VSP network doctors and are subject to change without notice.



In accordance with federal regulations, Blue Cross Blue Shield of North Dakota is required to provide you the following disclosure:

Blue Cross Blue Shield of North Dakota complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, gender identity, sexual orientation or sex. Blue Cross Blue Shield of North Dakota does not exclude people or treat them differently because of race, color, national origin, age, disability, gender identity, sexual orientation or sex.

Blue Cross Blue Shield of North Dakota:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, please call Member Services at 1-844-363-8457 (toll-free) or through the North Dakota Relay at 1-800-366-6888 or 711.

If you believe that Blue Cross Blue Shield of North Dakota has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, gender identity, sexual orientation or sex, you can file a grievance with:

Civil Rights Coordinator

4510 13th Ave S

Fargo, ND 58121

701-297-1638 or North Dakota Relay at 800-366-6888 or 711

701-282-1804 (fax)

[CivilRightsCoordinator@bcbsnd.com](mailto:CivilRightsCoordinator@bcbsnd.com) (email) (Communication by unencrypted email presents a risk.)

You can file a grievance in person or by mail, fax, or email within 180 days of the date of the alleged discrimination. Grievance forms are available at <http://www.bcbsnd.com/report> or by calling 1-844-363-8457. If you need help filing a grievance, the Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services

200 Independence Avenue SW.

Room 509F, HHH Building

Washington, DC 20201

800-368-1019 or 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>

### **Español (Spanish)**

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-844-363-8457 (TTY: 1-800-366-6888 o 711).

### **Deutsch (German)**

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-844-363-8457 (TTY: 1-800-366-6888 oder 711).

## 中文 (Chinese)

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-844-363-8457 (TTY: 1-800-366-6888 或 711)。

## Oroomiffa (Oromo)

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-844-363-8457 (TTY: 1-800-366-6888 ykn 711).

## Tiếng Việt (Vietnamese)

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-844-363-8457 (TTY: 1-800-366-6888 hoặc 711).

## Ikirundi (Bantu – Kirundi)

ICITONDERWA: Nimba uvuga Ikirundi, uzohabwa serivisi zo gufasha mu ndimi, ku buntu. Woterefona 1-844-363-8457 (TTY: 1-800-366-6888 canke 711).

## العربية (Arabic)

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-844-363-8457 (رقم هاتف الصم والبكم: 1-800-366-6888 أو 711).

## Kiswahili (Swahili)

KUMBUKA: Ikiwa unazungumza Kiswahili, unaweza kupata, huduma za lugha, bila malipo. Piga simu 1-844-363-8457 (TTY: 1-800-366-6888 au 711).

## Русский (Russian)

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-844-363-8457 (телетайп: 1-800-366-6888 или 711).

## 日本語 (Japanese)

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-844-363-8457 (TTY: 1-800-366-6888 または 711) まで、お電話にてご連絡ください。

## नेपाली (Nepali)

ध्यान दिनुहोस्: तपाईंले नेपाली बोल्नुहुन्छ भने तपाईंको निम्ति भाषा सहायता सेवाहरू निःशुल्क रूपमा उपलब्ध छ। फोन गर्नुहोस् 1-844-363-8457 (टिटिवाइ: 1-800-366-6888 वा 711)।

## Français (French)

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-844-363-8457 (ATS : 1-800-366-6888 ou 711).

## 한국어 (Korean)

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-844-363-8457 (TTY: 1-800-366-6888 또는 711)번으로 전화해 주십시오.

## Tagalog (Tagalog – Filipino)

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-844-363-8457 (TTY: 1-800-366-6888 o 711).

## Norsk (Norwegian)

MERK: Hvis du snakker norsk, er gratis språkassistanstjenester tilgjengelige for deg. Ring 1-844-363-8457 (TTY: 1-800-366-6888 eller 711).

## Diné Bizaad (Navajo)

Díí baa akó nínízin: Díí saad bee yáníłti'go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá jii'eh, éí ná hóló, kojí' hódííłnih 1-844-363-8457 (TTY: 1-800-366-6888 éí doodagó 711.)

**To:** Policy Board members  
**From:** Ben Griffith, AICP, Executive Director  
**Date:** November 15, 2024  
**Re:** **Metro COG 2025 Public Meeting Schedule**

Near the end of each year, the Executive Director presents a proposed public meeting schedule for the upcoming year. The attached schedule presents meeting dates for the Transportation Technical Committee (TTC) and Policy Board, as well as a listing of Metro COG holidays for 2025. For the upcoming year, there are no meeting conflicts with any public holidays.

The only change to the regular Policy Board meeting schedule is moving the September meeting from the third Thursday to the fourth Thursday of the month. This is due to the national conference of the Association of Metropolitan Planning Organizations (AMPO) occurring the third week of September in 2025. Some adjustments to meeting times may be required for the November and December 2025 meetings due to potential conflicts with the rescheduled Diversion Authority Board meetings on the same day. Close coordination between the administrative staffs of both agencies will help ensure quorums for both Board meetings.

Metro COG is required to publish its public meeting schedule for the upcoming year in the local newspaper and to post the public meeting schedule on its website.

At their regularly scheduled meeting on November 4, 2024, the Executive Committee discussed the 2025 Public Meeting Schedule and recommended placement onto the Policy Board consent agenda.

**Requested Action:** Approval of the 2025 Metro COG Public Meeting Schedule.



FM REGIONAL TRANSPORTATION PLANNING ORGANIZATION

## 2025 Metro COG Public Meeting Schedule

Transportation Technical Committee 10:00 AM		Metro COG Policy Board 4:00 PM	
January	6	January	16
February	3	February	20
March	3	March	20
April	7	April	17
May	5	May	15
June	2	June	19
July	7	July	17
August	4	August	21
September	8	September	25
October	6	October	16
November	3	November	20
December	1	December	18

## Observed 2025 Federal Holidays

Date	Federal Holiday	Day of the Week
January 1	New Year's Day	Wednesday
February 17	Presidents' Day	Monday
May 26	Memorial Day	Monday
July 4	Independence Day	Friday
September 1	Labor Day	Monday
November 11	Veterans Day	Tuesday
November 27	Thanksgiving Day	Thursday
December 24	Christmas Eve	Wednesday (Half Day)
December 25	Christmas Day	Thursday

Metro COG is committed to ensuring all individuals regardless of race, color, sex, age, national origin, disability, sexual orientation, and 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 Angela Brumbaugh, Metro COG Office Manager 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.

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

**A PLANNING ORGANIZATION SERVING**

**FARGO, HORACE, WEST FARGO, CASS COUNTY, NORTH DAKOTA AND MOORHEAD, DILWORTH, CLAY COUNTY, MINNESOTA**

**To:** Policy Board members  
**From:** Ben Griffith, AICP, Executive Director  
**Date:** November 15, 2024  
**Re:** **Human Resources Consulting Services Agreement**

Following approval of the engagement letter for legal services for Metro COG, and while preparing for our annual budgeting process, I reached out to the West Fargo Human Resources (HR) Director, Sarah Gasevic, to inquire about continuing with Metro COG's verbal agreement to provide HR consulting services on an as-needed basis. Having no written agreement, Ms. Gasevic reached out to the West Fargo City Attorney to draft the attached agreement for Metro COG. I would note that the West Fargo City Attorney is also Metro COG's attorney, John Shockley.

While much longer than the engagement letter for legal services, the HR agreement outlines roles and responsibilities for both parties. In brief, Ms. Gasevic agrees to provide HR consulting services on an as-needed basis to Metro COG. When the amount of those services reaches \$500, Metro COG will be invoiced for those services and an hourly rate of \$125 per hour will be applied if further services are required. The last time these services were provided was last year during the hiring of a new Executive Director for Metro COG, and prior to that, in the development of additional policies and procedures for Metro COG's Personnel Policy that arose from staff questions regarding maternity leave. Utilization of these services is not expected and if so, they would probably be minimal. Because of this, a \$500 account line was established in Metro COG's annual budget for 2025 and 2026.

Staff recommends approval of the agreement. At their regularly scheduled meeting of November 4, 2024, the Executive Committee recommended approval of the Agreement and placement onto the November 21 Policy Board consent agenda.

**Requested Action:** Approval of the Human Resources Consulting Services Agreement between the City of West Fargo and Metro COG and authorize Executive Director to execute said agreement.

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**HUMAN RESOURCES  
CONSULTING SERVICES AGREEMENT**

**BY AND BETWEEN  
CITY OF WEST FARGO, NORTH DAKOTA  
AND  
FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**

**Dated as of \_\_\_\_\_, 2024**

**Relating to:**

**An agreement outlining the respective roles and responsibilities of the Parties regarding  
human resources consulting services for Metro COG.**

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This instrument was drafted by:  
Ohnstad Twichell, P.C.  
P.O. Box 458  
West Fargo, North Dakota 58078

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**HUMAN RESOURCES CONSULTING SERVICES AGREEMENT**

**THIS HUMAN RESOURCES CONSULTING SERVICES AGREEMENT** (the “Agreement”) is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between the City of West Fargo, North Dakota, a North Dakota Home Rule City and political subdivision of the State of North Dakota (the “City”), and the Fargo-Moorhead Metropolitan Council of Governments, an unincorporated association of governmental units organized pursuant to N.D.C.C. ch. 54-40 and Minn. Stat. § 471.59 (“Metro COG”).

**WHEREAS**, Metro COG has a small number of employees and, at times, may need consulting to provide human resources services for its employees; and

**WHEREAS**, the City is a member jurisdiction of Metro COG and employs a full-time human resources staff; and

**WHEREAS**, Metro COG and the City desire to enter into this Agreement for the City to provide human resources consulting services to Metro COG as requested by Metro COG.

**NOW THEREFORE**, in consideration of the mutual covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, the City and Metro COG agree as follows:

**ARTICLE I.  
DEFINITIONS**

**Section 1.01** DEFINITIONS. All capitalized terms used, and not otherwise defined herein, shall have the meanings given to them in this Agreement and as defined in this section unless a different meaning clearly applies from the context.

“**Agreement**” means this Human Resources Consulting Services Agreement, dated as of the Effective Date, and any amendments thereto.

“**Applicable Law**” means, collectively, the Constitutions of the United States and of the State, all common law and principles of equity, and all federal, State, and local laws including, without limitation, all environmental laws, statutes, treaties, codes, acts, rules, regulations, guidelines, ordinances, resolutions, orders, judgments, decrees, injunctions, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with the enforcement, interpretation, or administration thereof, all governmental approvals, and all administrative orders, awards, directed duties, requests, licenses, certificates, authorizations, and permits of, and agreements with, any governmental authority, and, with respect to any Person, the articles of incorporation, bylaws, or other organizational or governing documents of such Person, in each case whether or not having the force of law, that are applicable now or are applicable at any time hereafter to the City or to Metro COG.

“**Best Efforts**” means an entity will act in Good Faith, act in accordance with generally accepted commercial practices, and use reasonable due diligence to undertake all action contemplated by this Agreement, in accordance with Applicable Law.

**“Business Day”** means any day that is not a Saturday, a Sunday, or a State public holiday.

**“City”** means the City of West Fargo, North Dakota, a North Dakota Home Rule City and political subdivision of the State of North Dakota

**“City Representative”** means the individual identified in Section 6.08.

**“Effective Date”** means the date listed and identified as such in the opening paragraph of this Agreement.

**“Good Faith”** means the observance of reasonable commercial standards of fair dealing in a given trade or business.

**“Good Industry Practice”** means the industry practices and standards that would be exercised by a prudent and experienced service provider engaged in the same kind of undertakings and under similar circumstances as those applying to the Services.

**“Metro COG”** means the Fargo-Moorhead Metropolitan Council of Governments, an unincorporated association of governmental units organized pursuant to N.D.C.C. ch. 54-40 and Minn. Stat. § 471.59.

**“Metro COG Representative”** means the individual identified in Section 6.08.

**“Original Term”** means as defined in Section 4.01.

**“Party”** means either the City or Metro COG, as the context may require, and its respective legal representatives, successors, and permitted assigns, and wherever a reference in this Agreement is made to any Parties hereto, **“Parties”** means the City and Metro COG, collectively, and their respective legal representatives, successors, and permitted assigns.

**“Person”** means an individual, a general or limited partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization, or a governmental authority.

**“Services”** means as defined in Section 2.01.

**“State”** means the State of North Dakota.

**“Subsequent Renewal Term”** means as defined in Section 4.01.

**Section 1.02** INTERPRETATION.

(a) The headings of articles and sections are provided for convenience of reference only and will not affect the construction, meaning, or interpretation of this Agreement. Any and all exhibits to this Agreement are hereby incorporated by reference. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context

may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications as set forth herein), (ii) any reference herein to any person shall be construed to include such person’s permitted assigns, (iii) the words “herein,” “hereof,” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this Agreement, and (v) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” mean “to and including.”

(b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it or because that Party relies on a provision of this Agreement to protect itself. The Parties acknowledge and agree that this Agreement has been prepared jointly by the Parties and has been the subject of arm’s length and careful negotiation, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement will not be interpreted or construed against the Party preparing it simply as a consequence of preparing it.

## **ARTICLE II. ENGAGEMENT**

**Section 2.01** CITY CONSULTING. Metro COG hereby engages the City to provide consulting for the following to Metro COG on an as requested basis: human resources guidance and services including, but not limited to, compensation and benefits administration, recruitment process and retention strategies, policy development, performance management, and conflict resolution (the “Services”). The City hereby accepts such engagement to provide the Services to Metro COG as requested by Metro COG during the term of this Agreement. Metro COG will continue to utilize its own handbook and policies and will have oversight and control over its employees. The scope of the City’s Services will be limited to consulting Metro COG as requested to assist Metro COG is providing its own human resources services to its employees, and the City recognizes Metro COG’s exclusive right to provide human resources services to Metro COG’s employees. When Metro COG would like to make a request to the City to engage the Services, the Metro COG Representative will contact the City Representative, and those individuals will coordinate the specific scope of the Services and reasonable response times for the City.

**Section 2.02** PERFORMANCE. In performing the Services, the City and its employees will serve Metro COG in Good Faith and will protect and promote Metro COG’s interests, observe

all Applicable Laws relevant to the Services, and will follow Good Industry Practice. The City will devote sufficient time and its Best Efforts to fulfilling the Services as set forth in this Agreement competently and in a timely fashion.

**Section 2.03** CONFIDENTIALITY. All information furnished to, or developed by, the City or any of its employees will be the property of Metro COG and will be kept confidential by the City, both during and after the term of this Agreement. In the event the City receives an open records request for any records relating to its Services or this Agreement, the City will notify the Metro COG Representative of the request and will secure an opinion from Metro COG as to whether the City should release the records.

**Section 2.04** INDEPENDENT CONTRACTOR. In the performance of this Agreement, it is mutually understood and agreed that the City and its employees are at all times acting and performing as an independent contractor and not as an employee, joint venturer, agent, partner, or lessee of Metro COG. Metro COG will not exercise control or direction over the specific methods by which the City performs its Services hereunder. The sole interest and responsibility of Metro COG will be to ensure that the Services covered by this Agreement are rendered in accordance with the terms and conditions hereof. The City and its employees shall not have any claim under this Agreement against Metro COG for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, social security benefits, disability insurance benefits, unemployment insurance benefits, or other employee benefits, all of which shall be the sole responsibility of the City. Metro COG will not withhold on behalf of the City or any of its employees any sums for income tax, unemployment insurance, Social Security, or otherwise pursuant to any law or requirement of any governmental agency, and all such withholding, if any is required, shall be the sole responsibility of the City.

### **ARTICLE III. INVOICING AND AUDIT**

**Section 3.01** INVOICES. The City will remit an invoice to Metro COG for \$500.00, if contacted to provided Services during a calendar year. The City will track and record the amount of time it performs Services during a calendar year and will notify the Metro COG Representative once Metro COG has accumulated \$500.00 worth of Services. Once Metro COG has incurred Services from the City totaling \$500.00 in a calendar year, the City will bill Metro COG on an hourly basis for the remainder of the calendar year. The City's hourly rate for the Services will be \$125 per hour. If The City increases its hourly rate at any time in the future, Metro Cog will be notified in writing prior to Services being provided.

**Section 3.02** INVOICES.

(a) Any invoice remitted by the City to Metro COG will be in a format determined by the City in its discretion but will include the identification of the City, a description of the activity included in the invoice, and the address where payment should be remitted.

(b) After Metro COG receives an invoice from the City, Metro COG will either process the invoice for payment or provide the City specific reasons, in writing, within fifteen (15) Business Days of receipt why part or all of Metro COG's payment is being withheld and what actions the City must take to receive the withheld amount.

(c) In the event of disputed billing, only the disputed portion will be withheld from payment, and Metro COG will pay the undisputed portion. Metro COG will exercise reasonableness in disputing any bill or portion thereof. Interest will accrue on any disputed portion of the billing determined to be due and owing to the City.

(d) Payment does not imply acceptance of services or that the invoice is accurate. In the event an error is identified following payment, the City will credit any payment in error from any payment that is due or that may become due to the City under this Agreement.

(e) Metro COG will be charged interest at the rate of one-half percent (1/2%) per month, or the maximum percent permitted by Applicable Law if lesser, on all past due amounts starting thirty (60) calendar days after receipt of invoice. Payments will first be credited to interest and then to principal.

**Section 3.03** AUDIT AND DISPUTE. All records for charges and expenditures for which the City claims are owed by Metro COG will be available to Metro COG at all reasonable times to allow Metro COG to check and audit the invoices submitted by the City. Any overpayment or underpayment discovered during the audit will be treated as a dispute under Article V.

#### **ARTICLE IV. TERM AND TERMINATION**

**Section 4.01** TERM. The initial term of this Agreement will commence on the Effective Date and will terminate on December 31, 2029 (the “Original Term”). The Agreement will thereafter automatically renew for subsequent renewal terms of one (1) calendar year (a “Subsequent Renewal Term”) unless terminated in accordance with this Agreement.

**Section 4.02** TERMINATION. A Party may terminate this Agreement at any time by providing thirty (30) calendar days’ written notice to the other Party.

**Section 4.03** EFFECT OF TERMINATION. Upon termination of this Agreement, whether by expiration of the Original Term or a Subsequent Renewal Term or through notice of termination given by a Party, each Party will cease performance of any services previously sought under the terms of this Agreement and will return any and all data provided under the terms of this Agreement to the originating Party.

#### **ARTICLE V. DISPUTE RESOLUTION**

**Section 5.01** INTENT. The Parties will cooperate and use their Best Efforts to ensure that the various provisions of this Agreement are fulfilled. The Parties agree to act in Good Faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the Parties will use the following procedure.

**Section 5.02** MEDIATION. If there is a failure between the Parties to resolve a dispute on their own, the Parties will first attempt to mediate the dispute. The Parties will agree upon a single mediator, or, if an agreement cannot be reached within ten (10) calendar days, each Party will propose two (2) potential individuals to serve as mediator, for a total of four (4) individuals. The Parties will then select a mediator by alternatively striking the names of the proposed individuals, with the City striking first, followed by Metro COG.

**Section 5.03** LITIGATION. If the dispute is not resolved within forty-five (45) calendar days after the selection of the mediator pursuant to the prior section, the Party may litigate the matter.

**Section 5.04** VENUE. All litigation between the Parties arising out of or pertaining to this Agreement or its breach will be filed, heard, and decided in the District Court of Cass County, North Dakota, which will have exclusive jurisdiction and venue.

**Section 5.05** WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THAT ANY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED UPON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE PARTIES AND DOES NOT APPLY TO THIRD PARTY CLAIMS OR SUITS.

## **ARTICLE VI. MISCELLANEOUS**

**Section 6.01** ASSIGNMENT. Neither Party may assign this Agreement without the prior written consent of the Party. The Parties' rights and obligations under this Agreement will be passed to the assignees to which those rights and obligations have been permissibly assigned.

**Section 6.02** MODIFICATION. This Agreement may be amended or modified only by mutual consent of both Parties, unless otherwise provided for herein.

**Section 6.03** GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of North Dakota.

**Section 6.04** SEVERABILITY. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

**Section 6.05** WAIVER. No waiver of any Party of any right or remedy pursuant to this Agreement will be deemed to be a waiver of any other or subsequent right or remedy pursuant to

this Agreement. The consent of one Party to any act by the other Party requiring such consent will not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

**Section 6.06** THIRD PARTY BENEFICIARIES. There are no third party beneficiaries of this Agreement.

**Section 6.07** ACKNOWLEDGMENT. Each Party affirms and acknowledges that it has fully read and appreciates and understands the words, terms, conditions, and provisions of this Agreement and is fully satisfied with the same.

**Section 6.08** ENTIRE AGREEMENT. This Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof and supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to their subject matter, except as otherwise provided herein.

**Section 6.09** AUTHORIZED REPRESENTATIVES.

(a) The City and Metro COG hereby designate the following individuals as their initial authorized representatives, respectively, to administer this Agreement on their respective behalf:

- (1) City Representative: \_\_\_\_\_
- (2) Metro COG Representative: \_\_\_\_\_

(b) The City Representative and the Metro COG Representative will be reasonably available to each other during the term of this Agreement and will have the authority to issue instructions and other communications on behalf of the City and Metro COG, respectively, and will be the recipients of notices and other written communications from the other Party pursuant to this Agreement, except as otherwise permitted herein. Such representatives, however, will not have the authority to make decisions binding upon the City or Metro COG, except to the extent expressly authorized by the City or Metro COG, as the case may be, in writing.

(c) In the event the City or Metro COG designates a different representative, it will give the other Party written notice of the identity of and contact information for the new representative.

**Section 6.10** NOTICE.

(a) All notices under this Agreement will be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (iv) sent by email communication followed by a hard copy, to the following addresses.

(b) All notices to the City will be marked as regarding this Agreement and will be delivered to the following address or as otherwise directed by the City Representative:

\_\_\_\_\_  
\_\_\_\_\_

(c) All notices to Metro COG will be marked as regarding this Agreement and will be delivered to the following address or as otherwise directed by the Metro COG Representative:

\_\_\_\_\_  
\_\_\_\_\_

(d) Notices will be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private courier, or other person making the delivery. Notwithstanding the foregoing, notices received after 5:00 P.M. Central Time will be deemed received on the first Business Day following delivery.

**Section 6.11 SURVIVAL.** The indemnifications, limitations, releases, obligations, and all other provisions which by their inherent character should survive expiration or earlier termination of this Agreement will survive the expiration or earlier termination of this Agreement.

**Section 6.12 FORCE MAJEURE.** Neither Party will be liable to the other during any period in which its performance is delayed or prevented, in whole or in part, by any of the following circumstances including, but are not limited to: act of God (e.g., flood, earthquake, wind), fire, war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order, or a rule or regulation of a governmental entity. If such a circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

**Section 6.13 COUNTERPARTS.** This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Section 6.14 ELECTRONIC SIGNATURES.** In the event that any signature is delivered by facsimile transmission, by e-mail delivery of a “.pdf” format date file, or by other electronic means, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.

**IN WITNESS WHEREOF,** the City and Metro COG caused this Agreement to be executed.

*(Remainder of page intentionally left blank.)*



*Signature Page for the City of West Fargo, North Dakota*

The Board of City Commissioners of the City of West Fargo, North Dakota, approved this Agreement on the \_\_\_ day of \_\_\_\_\_, 2024.

CITY OF WEST FARGO, NORTH  
DAKOTA

By: \_\_\_\_\_  
Bernie Dardis, President of the Board of  
City Commissioners

ATTEST:

\_\_\_\_\_  
Dustin Scott, City Administrator

DRAFT

*Signature Page for the Fargo-Moorhead Metropolitan Council of Governments*

The governing body of the Fargo-Moorhead Metropolitan Council of Governments approved this Agreement on the \_\_\_ day of \_\_\_\_\_, 2024.

**FARGO-MOORHEAD  
METROPOLITAN COUNCIL OF  
GOVERNMENTS**

By: \_\_\_\_\_  
Duane Breitling, Chair

ATTEST:

\_\_\_\_\_  
Ben Griffith, Secretary

DRAFT

**To:** Policy Board members  
**From:** Ben Griffith, AICP, Executive Director  
**Date:** November 15, 2024  
**Re:** **MATBUS Transit Coordination Committee Appointment to Policy Board**

MATBUS has undergone a major, structural reorganization over the past year. The former Moorhead and Fargo MATBUS Transit Agencies are in the process of becoming a single organization. As part of this restructuring, the former MATBUS Coordinating Board has been dissolved and replaced with the MATBUS Transit Coordination Committee, which will be meeting soon.

As Metro COG continues its transition to a Transportation Management Agency (TMA) both FHWA and FTA require a representative of the regional transit agency to sit on its Policy Board. With the reorganizational process nearing completion and the creation of the new Transit Coordination Committee, Metro COG staff has been waiting for this appropriate time to seek a transit representative for the Policy Board.

The attached draft letter will serve as Metro COG's formal request to the MATBUS Transit Coordination Committee to appoint a transit representative to the Policy Board from amongst its members. The timing will allow the new transit representative to begin serving on the Policy Board in January. Metro COG staff has already been in contact with MATBUS staff seeking placement of the request letter on the Transit Coordination Committee's agenda for action when they meet.

**Requested Action:** Approve letter requesting appointment of MATBUS Transit Coordination Committee representative to Metro COG's Policy Board and authorize Policy Board Chair to execute said letter.

November 21, 2024

Chair  
MATBUS Transit Coordination Committee  
502 NP Avenue  
Fargo, ND 58102

Subject: Appointment to Metro COG Policy Board

Dear Transit Coordination Committee Chair,

Congratulations on the establishment of the new MATBUS Transit Coordination Committee!

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) formally requests that the Transit Coordination Committee appoint one of its current members to the Metro COG Policy Board to represent MATBUS. The term would be for one year, beginning in January 2025. MATBUS may reappoint the representative annually, so long as he or she is still serving on the Transit Coordination Committee in good standing, or else designate a new representative each year. There are no other requirements or term limits.

Please let myself or Metro COG Executive Director Ben Griffith know if you have any questions or need additional information. We look forward to hearing from you soon!

Yours in public service,

Duane Breitling  
Policy Board Chair  
FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS  
cc: Ben Griffith, Metro COG Executive Director



**To:** Policy Board  
**From:** Paul Bervik, Assistant Transportation Planner  
**Date:** November 15, 2024  
**Re:** **2024-2027 Transportation Improvement Program (TIP) Amendment 12**

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) held a public meeting both in person and via Zoom Video Communications on Thursday, November 14, 2024 at 10:00 AM to consider public comments regarding a proposed amendment to the 2024-2027 Transportation Improvement Program (TIP) for the FM Metropolitan Area. The proposed amendment to the 2024-2027 TIP reflects modified federally funded projects within the Metropolitan Planning Area (MPA).

A public notice was published in the Forum of Fargo-Moorhead on Wednesday, October 30, 2024, which advertised the public meeting, detailed how to request more information, and provided information on how to make public comments regarding the proposed amendment. The public notice advertised that public comments will be accepted until 12:00 noon on Thursday, November 14, 2024. No written comments were received.

The proposed amendment to the 2024-2027 TIP is as follows:

1. **Modification of Project 9231004:** NDDOT revising signals within West Fargo (2025). Updating Project Cost.
2. **Modification of Project 9240052:** NDDOT removing negative left turn offsets at various locations (2025). Updating Project Cost.
3. **Modification of Project 9210005:** NDDOT installation of high tension cable median guardrail (2026). Moving the project year from 2025 to 2026.
4. **Modification of Project 9220039:** NDDOT installation of high tension cable median guardrail (2026). Moving the project year from 2024 to 2026.
5. **New Project 0247073:** Metro COG flexing STBG funding to Metro COG Planning (2025).
6. **New Project 9242074:** NDDOT pavement marking at various locations throughout the Fargo District (2025).

Metro COG staff presented the information contained in Amendment #12 to the TTC at their regularly scheduled meeting on November 14, 2024. The TTC did not have any additional comments and unanimously recommended the Policy Board approve the TIP amendment. No comments were received from the public during the public comment period.

See **Attachment 1** for more detailed project information.

**Requested Action:** Approve Amendment 12 of the Metro COG 2024-2027 Transportation Improvement Program (TIP).

Lead Agency	Metro COG ID State Number	Project Year	Project Location	Length	Project Limits From To	Project Description	Improvement Type	Total Project Cost	Federal Revenue Source	Other Revenue Source	Revenue
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Amendment 12 - 2024-2027 Metro COG TIP

Existing projects with changes

NDDOT	9231004 23800	2025	West Fargo	Inter sec tion	9th Street Veterans Boulevard	WEST FARGO 9TH ST/VETERANS(4AV-40AV) SIGNAL REVISION	Safety	\$637,818 <del>\$500,000</del>	HEU	Local	\$574,036 <del>\$450,000</del> \$63,782 <del>\$50,000</del>
NDDOT	9240052 24051	2025	Various Locations			Remove Negative Left Turn Offsets at various locations. (Veterans Blvd & 36 Ave E, Veterans Blvd & 40th Ave E)	Safety	\$784,042 <del>\$337,000</del>	HEU	Local	\$705,638 <del>\$303,000</del> \$78,404 <del>\$34,000</del>

Amendment 12 - 2024-2027 Metro COG TIP

Existing projects with no change in cost

NDDOT	9210005 22888	2026 <del>2025</del>	I-29	8.1	CR 20 S of Argusville Interchange	High Tension Cable Median Guardrail (HTCMG)	Safety	\$ 2,040,000	HSIP	State	\$1,836,000 \$204,000
NDDOT	9220039 23330	2026 <del>2024</del>	I-29	8.6	S of Argusville Interchange Gardner Interchange	High Tension Cable Median Guardrail (HTCMG)	Safety	\$ 2,926,000	HSIP	State	\$2,633,000 \$293,000

Amendment 12 - 2024-2027 Metro COG TIP

New project

Metro COG	0242073	2025				Flex to Metro COG Planning	Planning	\$404,948	STBG	Local	\$323,958.33 \$80,989.67
NDDOT	9242074 24496	2025	Fargo District			Pavement marking at various highways throughout the Fargo District	Safety	\$1,600,000	HES	Local	\$1,440,000 \$160,000



**To:** Policy Board  
**From:** Paul Bervik, Assistant Transportation Planner  
**Date:** November 15, 2024  
**Re:** **2025-2028 Transportation Improvement Program (TIP) Amendment 1**

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) held a public meeting both in person and via Zoom Video Communications on Thursday, November 14, 2024 at 10:00 AM to consider public comments regarding a proposed amendment to the 2025-2028 Transportation Improvement Program (TIP) for the FM Metropolitan Area. The proposed amendment to the 2025-2028 TIP reflects modified federally funded projects within the Metropolitan Planning Area (MPA).

A public notice was published in the Forum of Fargo-Moorhead on Wednesday, October 30, 2024, which advertised the public meeting, detailed how to request more information, and provided information on how to make public comments regarding the proposed amendment. The public notice advertised that public comments will be accepted until 12:00 noon on Thursday, November 14, 2024. No written comments were received.

The proposed amendment to the 2025-2028 TIP is as follows:

1. **Modification of Project 9231004:** NDDOT revising signals within West Fargo (2025). Updating Project Cost.
2. **Modification of Project 9240052:** NDDOT removing negative left turn offsets at various locations (2025). Updating Project Cost.
3. **Modification of Project 9210005:** NDDOT installation of high tension cable median guardrail (2026). Moving the project year from 2025 to 2026.
4. **Modification of Project 9220039:** NDDOT installation of high tension cable median guardrail (2026). Moving the project year from 2024 to 2026.
5. **New Project 0247073:** Metro COG flexing STBG funding to Metro COG Planning (2025).
6. **New Project 9242074:** NDDOT pavement marking at various locations throughout the Fargo District (2025).

Metro COG staff presented the information contained in Amendment #1 to the TTC at their regularly scheduled meeting on November 14, 2024. The TTC did not have any additional comments and unanimously recommended the Policy Board approve the TIP amendment. No comments were received from the public during the public comment period.

See **Attachment 1** for more detailed project information.

**Requested Action:** Approve Amendment 1 of the Metro COG 2025-2028 Transportation Improvement Program (TIP) contingent upon approval of the 2025-2028 TIP.

Lead Agency	Metro COG ID State Number	Project Year	Project Location	Length	Project Limits From To	Project Description	Improvement Type	Total Project Cost	Federal Revenue Source	Other Revenue Source	Revenue
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Amendment 1 - 2025-2028 Metro COG TIP

Existing projects with changes

NDDOT	9231004 23800	2025	West Fargo	Inter sec tion	9th Street Veterans Boulevard	WEST FARGO 9TH ST/VETERANS(4AV-40AV) SIGNAL REVISION	Safety	\$637,818 <del>\$500,000</del>	HEU	Local	\$574,036 <del>\$450,000</del> \$63,782 <del>\$50,000</del>
NDDOT	9240052 24051	2025	Various Locations			Remove Negative Left Turn Offsets at various locations. (Veterans Blvd & 36 Ave E, Veterans Blvd & 40th Ave E)	Safety	\$784,042 <del>\$337,000</del>	HEU	Local	\$705,638 <del>\$303,000</del> \$78,404 <del>\$34,000</del>

Amendment 1 - 2025-2028 Metro COG TIP

Existing projects with no change in cost

NDDOT	9210005 22888	2026 <del>2025</del>	I-29	8.1	CR 20 S of Argusville Interchange	High Tension Cable Median Guardrail (HTCMG)	Safety	\$ 2,040,000	HSIP	State	\$1,836,000 \$204,000
NDDOT	9220039 23330	2026 <del>2024</del>	I-29	8.6	S of Argusville Interchange Gardner Interchange	High Tension Cable Median Guardrail (HTCMG)	Safety	\$ 2,926,000	HSIP	State	\$2,633,000 \$293,000

Amendment 1 - 2025-2028 Metro COG TIP

New project

Metro COG	0242073	2025				Flex to Metro COG Planning	Planning	\$404,948	STBG	Local	\$323,958.33 \$80,989.67
NDDOT	9242074 24496	2025	Fargo District			Pavement marking at various highways throughout the Fargo District	Safety	\$1,600,000	HES	Local	\$1,440,000 \$160,000



**To:** Policy Board Members  
**From:** Chelsea Levorsen, Assistant Transportation Planner  
**Date:** November 21, 2024  
**Re:** **2024 Metro Profile**

The latest Metropolitan Profile is now complete. This annual report is prepared by Metro COG to provide a snapshot of the Fargo-Moorhead metropolitan area based on data collected from 2023. Like last year, the report is divided into five sections (community profile, roadways, freight, bike & pedestrian, and transit) with metrics to be continually tracked in the future to identify larger trends.

The Transportation Technical Committee approved recommendation to the Policy Board at their November 14<sup>th</sup>, 2024 meeting. The full 2024 Metro Profile can also be reviewed on Metro COG's website at:

<http://fmmetrocog.org/resources/metro-profile>

At their regularly scheduled meeting on Thursday, November 14, 2024, the Technical Transportation Committee (TTC) members voted unanimously to recommend approval of the 2024 Metropolitan Profile to the Policy Board.

**Requested Action:** Approve the 2024 Metropolitan Profile.

**To:** Policy Board  
**From:** Adam Altenburg, AICP  
**Date:** November 15, 2024  
**Re:** **Regional Comprehensive Safety Action Plan**

In June 2023, Metro COG contracted with SRF to develop the Regional Comprehensive Safety Action Plan, the region's first safety action plan aimed at reducing and eliminating serious injuries and fatalities on the region's transportation network. This plan is intended to provide Metro COG and local jurisdictions with strategies to address safety risks on the roadway network using analyses of historic crash information combined with transportation network user and community input to identify potential safety projects. The plan establishes a vision of a 55 percent reduction in fatalities or serious injuries on the region's roadways by 2040. This vision will be measured annually beginning in 2025 by the percent reduction in fatal and serious injury crashes.

Several of the outcomes of the Regional Comprehensive Safety Action Plan are the development of a High Injury Network (HIN) and a public dashboard. The HIN consists of roadway corridors in the area where severe crashes are occurring and helps to prioritize high-risk locations that may guide safety investments in the region. The plan also identifies countermeasures to help minimize the occurrence and severity of crashes in the future.

The report and dashboard can be found on Metro COG's website:

<https://fmmetrocog.org/safestreeets>

At their regularly scheduled meeting on Thursday, November 14, 2024, the Transportation Technical Committee (TTC) unanimously recommended approval of the Plan to the Policy Board.

**Requested Action:** Approve the Regional Comprehensive Safety Action Plan.

**To:** Policy Board  
**From:** Adam Altenburg, AICP  
**Date:** November 15, 2024  
**Re:** **EV Readiness Study**

In January 2024, Metro COG contracted with HDR to develop the Electric Vehicle (EV) Readiness Study, a study aimed at providing clarity and direction to prepare for increased EV adoption in the region by identifying key partnerships and actionable strategies. The study provides recommended approaches to preparing for the increased adoption of EVs that can be considered by local jurisdictions and other partners including utility providers, public agencies, and the business community. The study includes information on anticipated EV growth, where it may be more likely to occur, and recommended strategies to support the adoption of EVs and the installation of EV charging infrastructure.

The report can be found on Metro COG's website:

<https://fmmetrocog.org/evreadiness>

At their regularly scheduled meeting on Thursday, November 14, 2024, the Transportation Technical Committee (TTC) unanimously recommended approval of the Study to the Policy Board.

**Requested Action:** Approve the EV Readiness Study.

**To:** Policy Board  
**From:** Michael Maddox, AICP  
**Date:** 11/14/2024  
**Re:** **Fargo Transportation Plan – Final Report**

The Fargo Moorhead Metropolitan Council of Governments (Metro COG) programmed a study for the City of Fargo within its Unified Planning Work Program (UPWP) in 2021 to create the City of Fargo's first ever transportation plan. This planning effort was directed create a "playbook" that the City of Fargo can use in the development of the roadway network within its jurisdiction. It would encapsulate transportation policy, guidance on best practices, priorities, and would create a unified transportation vision amongst all City of Fargo Departments.

Metro COG partnered with Kimley-Horn with subconsultant Bolten-Menk to conduct the effort. Metro COG, the City of Fargo, and the consultants have been working to develop the plan for multiple years and through multiple contract amendments. The Fargo Transportation Plan did not solely address roadway infrastructure, but rather was a wholistic effort to integrate policies on how land use planning, maintenance activities, and multimodal transportation options are considered within roadway project development.

The plan also forwarded a roadway typology framework that was developed in the Parking and Access study. This new typology framework informs transportation infrastructure utilization in different contexts. This coincides with work that was being done through the Fargo Growth Plan, which was being developed in tandem with the Fargo Transportation Plan.

The Fargo Transportation Plan was adopted by a unanimous vote of the Fargo City Commission in October 2024. Metro COG's Transportation Technical Committee (TTC) unanimously recommend Policy Board approval of the final report of the Fargo Transportation Plan at their regularly scheduled meeting on Thursday, November 14, 2024.

**Requested Action:** Approval of the Final Report of the Fargo Transportation Plan.