



Fargo-Moorhead Metropolitan
Council of Governments

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23rd Meeting of the MATBUS Coordination Committee

September 16, 2026 | 9:00 – 10:30 am

Location: Metro COG Conference Room/Zoom

[Click here to join the meeting](#)

Meeting ID: 857 9290 5853

Passcode: 271629

1. Call to Order and Introductions
 - a. Approve Order and Contents of the Overall Agenda
 - b. Review and Action on Minutes from August 19, 2026
2. Public Comment Opportunity
3. Action Items
 - a. North Dakota State Aid for Public Transportation Agreement – **Jordan Smith**
 - b. Ambassador Cleaning Contract Amendment – **Cole Swingen**
4. Informational Items
 - a. Maps to Meals – **Mel Ell, Great Plains Food Bank**
 - b. August Budget to Actuals Review – **Jean Henning and Cole Swingen**
 - c. Director Update – **Jordan Smith**
 - d. Driver Staffing Update – **Matt Pinotti**
 - e. MSUM U-Pass Contract Update – **Cole Swingen**
 - f. Safety and Security Update – **Cole Swingen**
5. Other Business

Metro COG is committed to ensuring all individuals, regardless of race, color, sex, age, national origin, disability/handicap, 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 accommodate all requests for translation services for meeting proceedings, and related materials. Please contact Angela Brumbaugh at 701-532-5100 at least three 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.

A PLANNING ORGANIZATION SERVING

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

Agenda Item 1b

**22nd Meeting of the
MATBUS Coordination Committee
August 19, 2026 – 9:00 AM
Metro COG Conference Room/Zoom**

Members Present:

Deb White, Moorhead City Council, Chair
Nikkie Gullickson, Fargo City Commission
John Strand, Fargo City Commission
Cole Swingen, Assistant Transit Director (proxy)
Susan Thompson, Fargo Finance Director
Sebastian McDougall, Moorhead City Council
Jenica Flanagan, Moorhead Finance Director
Mike Rietz, Moorhead Assistant City Manager
Dustin Scott, West Fargo City Administrator
Perry Baatz, Dilworth Finance Officer
Brit Stevens, NDSU Transportation Manager
Ben Griffith, Metro COG Executive Director

Others Present:

Adam Altenburg, Metro COG
Shaun Crowell, MATBUS
Brenda Derrig, City of Fargo
Mel Ell, Great Plains Food Bank
Josh Gordon, MATBUS
Luke Grittner, MATBUS
Jean Henning, City of Fargo
Wyatt Papenfuss, City of Fargo
Matt Pinotti, MATBUS
Jordan Smith, MATBUS
Megan Zahradka, City of Moorhead
Linghao Zhang, Metro COG

1a. Approve Order and Contents of the Agenda

A motion to approve the agenda was made by Mr. McDougall and seconded by Mr. Strand. The motion was voted on and unanimously approved.

1b. Review and Action on Minutes from July 15, 2026

A motion to approve the minutes for the July 2026 regular meeting was made by Ms. Gullickson and seconded by Mr. McDougall. The motion was voted on and unanimously approved.

2. Public Comment Period

No members of the public addressed the committee.

3a. Program of Projects – 5339 Suballocated Funds

Mr. Smith presented the proposed FFY 2024 Section 5339 Program of Projects. NDDOT has made \$1 million in federal Section 5339 funding available to the City of Fargo. The proposed

program includes \$250,000 for bus passenger shelter rehabilitation and \$1 million for video surveillance improvements. Both projects were included in Fargo's 2026 capital budget.

Mr. Smith noted that MATBUS intends to bring future Programs of Projects to the committee prior to the applicable public hearing and grant application process. The proposed Program of Projects is scheduled for public notice on September 2 and 9, followed by a Fargo City Commission public hearing on September 14.

A motion to approve the proposed FFY 2024 Section 5339 Program of Projects and advancement of the projects through the required public hearing and grant application process was made by Ms. Gullickson and seconded by Mr. Strand. The motion was voted on and unanimously approved.

4a. July Budget to Actuals Review

Ms. Henning and Mr. Swingen provided the committee with an overview of the July budget-to-actuals review.

Ms. Henning noted that year-to-date revenues were approximately \$2.5 million below budget, primarily due to federal and state grant reimbursements that have not yet been drawn. Operating expenses were approximately \$580,000 under budget. Health insurance expenses were approximately \$400,000 below budget, offset in part by overtime expenses approximately \$415,000 over budget. She explained that staff anticipates drawing several outstanding grants before the end of the year, which should bring revenues more closely in line with budget projections.

Mr. Swingen noted that staff is refining operational budget-to-actual reporting to better account for monthly variations in ridership, revenue hours, and revenue miles rather than relying on annual estimates divided evenly across 12 months.

In response to a question by Chair White regarding driver vacancies and overtime, Mr. Pinotti reported that four fully licensed drivers were completing behind-the-wheel training, with two additional licensed drivers in classroom training. MATBUS anticipated being seven drivers short following two upcoming departures. He noted that driver shortages contribute to overtime expenses, including overtime among road supervisors.

4b. Program of Projects – Section 5307 and 5339 Direct Funds

Mr. Smith presented an overview of the City of Fargo's 2026 Program of Projects for FTA Section 5307 and Section 5339 funding. The Program of Projects includes approximately \$4.36 million in federal funding, including \$3.89 million in Section 5307 funding and \$471,470 in Section 5339 funding.

Mr. Smith explained that approximately \$2.17 million in Section 5307 funding is programmed for Fargo operating assistance, while approximately \$1.71 million will be suballocated to Moorhead. The Moorhead allocation reflects both its 2026 apportionment and an agreement between Fargo and Moorhead related to Section 5307 funds utilized by Fargo in 2025.

Section 5339 funding will support a pedestrian warning system, two microtransit expansion vehicles, and three road supervisor vehicles. Mr. Smith noted that future Programs of Projects will be brought before the committee to provide greater transparency regarding the use of federal transit funds prior to public hearings.

4c. Joint Powers Agreement Update

Mr. Smith reported that an initial draft of a revised Joint Powers Agreement has been developed and shared with Moorhead staff to begin discussions. He noted that it is MATBUS staff's goal to advance the agreement once a new MATBUS director is in place and, if possible, have a new agreement in effect by the beginning of 2027. Ms. Flanagan indicated the Moorhead staff would review the draft and continue discussions with Fargo.

4d. Ground Transportation Center Relocation Update

Mr. Swingen provided an update on the temporary relocation of MATBUS operations from the Ground Transportation Center (GTC). Following additional structural concerns at the GTC, Fargo administration directed MATBUS to vacate the facility. Operations were relocated to the former Fargo Police Station/Downtown Engagement Center at 222 4th Street North, with service beginning from the temporary location on August 17.

Mr. Swingen reported that the transition went smoothly and that MATBUS staff continues to make improvements to passenger amenities, signage, seating, and other features at the temporary facility. The new location provides space for dispatch, operations staff, drivers, offices, lockers, and an expanded driver break area.

In response to questions by Ms. Flanagan, Ms. Henning and Mr. Swingen indicated that costs associated with the relocation, including staff overtime, are being accounted for separately from the transit budget and will be borne by the City of Fargo rather than distributed among MATBUS partners. Ms. Derrig further explained that the decision to relocate was accelerated after an additional structural tendon failed at the GTC.

The committee expressed appreciation for MATBUS staff's quick response and emphasis on passenger and employee safety.

4e. Safety and Security Update

Mr. Swingen reviewed MATBUS safety and security incidents from July. Incidents included an interaction involving an individual experiencing mental health concerns and a separate confrontation between a passenger and driver. He emphasized the importance of de-escalation training and noted a slight overall decrease in reported incidents compared to recent months.

Chair White asked about incidents involving harassment or discriminatory comments toward passengers, particularly individuals wearing religious or traditional clothing, and whether additional driver training could be considered. Mr. Swingen indicated that MATBUS has not received many passenger reports of this nature but noted that similar incidents have occurred involving drivers. He indicated that additional training involving community organizations could be beneficial and could be explored.

5. Other Business

Mr. Strand noted that Mr. Smith and Mr. Swingen had advanced as finalists for the MATBUS director position following the interview and vetting process and thanked both for their service and interest in the position.

Chair White adjourned the meeting at 9:31 AM.

Memorandum



To: MATBUS Coordination Committee

From: Jordan Smith – Transit Director

Date: September 16, 2026

RE: *NDDOT State Aid for Public Transportation Agreement – SFY 2027*

BACKGROUND

The North Dakota Department of Transportation (NDDOT) has awarded Fargo Metro Area Transit \$649,416 in State Aid for Public Transit funding for State Fiscal Year (SFY) 2027, covering the period of July 1, 2026, through June 30, 2027. The funding distribution was calculated using the standard methodology established under North Dakota Century Code Chapter 39-04.2. No local match is required.

NDDOT Contract No. 38261344 provides the terms and conditions for MATBUS to receive and use the State Aid funding to provide public transit services in accordance with the state aid application and NDDOT program guidelines.

FUNDING

Funding Source	SFY 2027 Award	Local Match
NDDOT State Aid for Public Transit	\$649,416	None

CONTRACT REQUIREMENTS

Under the agreement, NDDOT will reimburse MATBUS for eligible transportation service costs up to \$649,416. Reimbursement requests may be submitted quarterly, and MATBUS must maintain supporting documentation and submit required reports in accordance with NDDOT program guidelines.

NEXT STEPS

Following review by the MATBUS Coordination Committee, the agreement will be presented to the City of Fargo Finance, Administration and Human Resources (FAHR) Committee for consideration. Following FAHR Committee approval, the agreement will be forwarded to the Fargo City Commission for final approval and authorization of the required signatures. Once fully executed, the agreement will be returned to NDDOT for processing.

REQUESTED ACTION

Staff requests that the MATBUS Coordination Committee recommend NDDOT Contract No. 38261344 for SFY 2027 State Aid for Public Transit funding in the amount of \$649,416 to the City of Fargo Finance, Administration and Human Resources (FAHR) Committee for approval.

Memorandum

To: MATBUS Coordination Committee

From: Cole Swignen – Assistant Transit Director

Date: September 16, 2026

RE: *Ambassador Cleaning Contract Amendment*



MATBUS has contracted with Ambassador Cleaning for cleaning services at the Metro Transit Garage and Ground Transportation Center since 2022. With the recent relocation of the Ground Transportation Center to the former police station/Downtown Engagement Center staff contacted Ambassador Cleaning and requested an updated quote for providing services at the new building.

Ambassador has quoted us \$3,195.00 per month for the cleaning of the new building, so a contract amendment has been created to update our current contract to this new price. The previous cost for cleaning the GTC was \$3,600 per month so we will see a \$405 per month savings.

This cleaning will replace the cleaning cost for the GTC that's listed in the contract.

REQUESTED ACTION

Staff requests that the MATBUS Coordination Committee recommend the attached contract amendment with Ambassador Cleaning to the City of Fargo Commission for approval.

SECOND AMENDMENT TO CONTRACT

Between the City of Fargo, North Dakota and
Ambassador Cleaning for
**GROUND TRANSPORTATION CENTER & METRO TRANSIT GARAGE
CUSTODIAL SERVICES**
(as previously amended and renewed)

This Second Amendment to Contract (the “Second Amendment”) is made and entered into by and between the CITY OF FARGO, NORTH DAKOTA, a North Dakota municipal corporation, hereinafter referred to as the “City,” and AMBASSADOR INC. D/B/A AMBASSADOR CLEANING, a North Dakota corporation, hereinafter referred to as the “Contractor.”

WHEREAS, the City and Contractor entered into a contract dated October 3, 2022, for custodial services at the Ground Transportation Center (“GTC”) and Metro Transit Garage (“MTG”) (the “Contract”);

WHEREAS, the City and Contractor entered into a First Amendment to Contract effective June 15, 2023, under which Contractor agreed to provide additional mid-day restroom cleaning services at the GTC (the “First Amendment”);

WHEREAS, by Written Renewal of Contract dated August 21, 2025, the City and Contractor exercised the Contract’s two-year renewal option and extended the Contract and First Amendment through October 9, 2027 (the “Renewal”);

WHEREAS, due to the relocation of MATBUS downtown hub operations, the City ceased using the GTC at 502 NP Avenue as its downtown transit hub and, effective August 17, 2026, relocated those operations to the former Downtown Engagement Center building located at 222 4th Street North, Fargo, North Dakota (the “DEC”);

WHEREAS, Contractor has agreed to replace the custodial services formerly provided at the GTC with custodial services at the DEC, six (6) days per week, for \$3,195.00 per month, and has further agreed that the price for the additional mid-day cleaning services established by the First Amendment will remain unchanged; and

WHEREAS, the parties desire to amend the Contract and First Amendment to reflect the change in location, scope, and price.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and Contractor agree as follows:

1. REPLACEMENT OF GTC CUSTODIAL SERVICES

Effective August 17, 2026, Contractor’s obligation under the Contract to provide regular custodial services at the GTC is terminated and replaced with an obligation to provide regular custodial services at the DEC. Contractor shall provide office and custodial cleaning services at the DEC six (6) days per week on a schedule coordinated with the City. The services shall include the ordinary custodial services reasonably applicable to the DEC’s use as the temporary MATBUS downtown hub. Contractor shall have no continuing obligation under the Contract to provide regular custodial services at the GTC unless separately requested and agreed to in writing by the parties.

2. ADDITIONAL MID-DAY CLEANING

The First Amendment is modified solely to change the location of the additional mid-day cleaning services from the GTC to the DEC. Contractor shall perform one (1) mid-day cleaning of the DEC restrooms every Monday through Saturday between 12:00 p.m. and 3:00 p.m. All other terms governing the additional cleaning services under the First Amendment remain unchanged.

3. PRICE

Beginning August 17, 2026, the City shall pay Contractor \$3,195.00 per month for the regular DEC custodial services described in Section 1 of this Second Amendment. This amount replaces the GTC monthly custodial-service price otherwise payable under the Contract and Contractor's bid price schedule. The price for the additional mid-day cleaning described in Section 2 remains the same as provided in the First Amendment: \$1,800.00 per month during calendar year 2026 and \$1,900.00 per month during calendar year 2027. Charges for any partial month shall be prorated based on the number of calendar days during which the applicable services are provided.

4. METRO TRANSIT GARAGE

Nothing in this Second Amendment changes Contractor's custodial-service obligations or compensation for the MTG. The MTG portion of the Contract remains unchanged and in full force and effect.

5. TERM

The services described in this Second Amendment shall continue through October 9, 2027, unless the Contract is earlier terminated in accordance with its terms.

6. RATIFICATION

Except as expressly modified by this Second Amendment, all terms and conditions of the Contract, First Amendment, and Renewal remain unchanged and in full force and effect. In the event of a conflict between this Second Amendment and the Contract, First Amendment, or Renewal, this Second Amendment controls.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their authorized representatives.

CITY OF FARGO, NORTH DAKOTA

**AMBASSADOR INC. D/B/A
AMBASSADOR CLEANING**

Dated: _____

Dated: _____

By: _____
Josh Boschee, Mayor

By: _____
Ned Halilovic, Owner/President

ATTEST:

By: _____
City Auditor



**GREAT PLAINS
FOOD BANK**

MATBUS Partnership Opportunity

Maps to Meals FM Initiative

August 2026



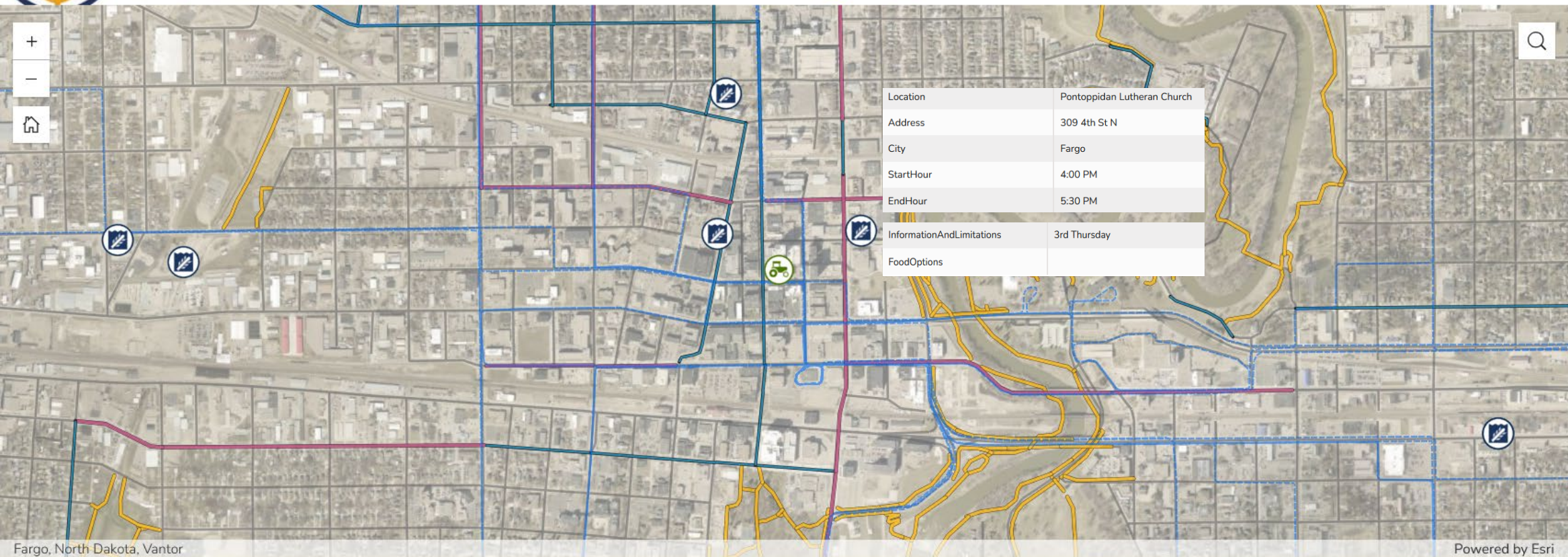
Maps to Meals: Connecting Food Access & Transportation

Great Plains Food Bank + MATBUS

The Challenge: Transportation is a significant barrier to food access and a **root cause of food insecurity** for neighbors without reliable transportation.

The Idea: Empower neighbors to find food resources and confidently use MATBUS to reach them.





FarmersMarkets



Food Pantry



Soup Kitchens



Food Pantries + MATBUS Routes + Transportation Resources

More Than a Map



GET THERE
MATBUS routes +
schedule



CARRY IT HOME
Backpacks / grocery
carts



MAKE IT
AFFORDABLE
Bus passes

The goal isn't simply to tell neighbors where food is. It's to help them get there—and get their food home.



What We're Asking of You Today

In the next few days, I'll be reaching out to MATBUS about these opportunities. I'd like to be able to share that **we brought Maps to Meals to this group and that you support us moving the initiative forward.**

Our Ask: Champion Maps to Meals

Help us strengthen food access by bringing your transportation expertise and support to the project.

1. ROUTES

Support including MATBUS routes on the Maps to Meals map.

2. SCHEDULE

Support a QR code linking directly to the current MATBUS schedule.

3. RIDES

Help us revisit opportunities for bus passes for neighbors accessing food resources.

4. BACKPACKS

Champion our request to MATBUS Marketing for branded backpacks or financial sponsorship.



Together, we can make getting to food—and getting it home—a little easier.

Thank you for your consideration.

Mel Ell, PMP
Community Impact Manager
Great Plains Food Bank
E: Mell@GreatPlainsFoodBank.org
Ph: 701.219.5353



August 2026 Operational Data Budget to Actuals

Ridership

Agency/Service	Budgeted	Actual	Variance
Fargo - Fixed Route	50,037	46,953	-6.2%
Moorhead & Dilworth - Fixed Route	31,158	35,220	13.0%
West Fargo - Fixed Route	1,277	1,047	-18.0%
NDSU - Fixed Route	6,219	8,118	30.5%
Fargo - Paratransit	3,446	3,296	-4.4%
Moorhead & Dilworth - Paratransit	846	945	11.7%
West Fargo - Paratransit	721	832	15.4%
NDSU - Microtransit	40	29	-27.5%

Revenue Hours

Agency/Service	Budgeted	Actual	Variance
Fargo - Fixed Route	4,641.26	4,638.60	-0.1%
Moorhead & Dilworth - Fixed Route	2,766.00	2,764.00	-0.1%
West Fargo - Fixed Route	270.14	270.14	0.0%
NDSU - Fixed Route	257.40	257.40	0.0%
Fargo - Paratransit	1,471.77	1,403.00	-4.7%
Moorhead & Dilworth - Paratransit	446.77	429.00	-4.0%
West Fargo - Paratransit	352.87	422.00	19.6%
NDSU - Microtransit	17.50	21.00	20.0%

Revenue Miles

Agency/Service	Budgeted	Actual	Variance
Fargo - Fixed Route	55,664.28	55,633.06	-0.1%
Moorhead & Dilworth - Fixed Route	37,057.00	37,025.00	-0.1%
West Fargo - Fixed Route	3,191.72	3,191.72	0.0%
NDSU - Fixed Route	3,144.84	3,144.84	0.0%
Fargo - Paratransit	19,139.46	18,956.00	-1.0%
Moorhead & Dilworth - Paratransit	6,502.89	6,224.00	-4.3%
West Fargo - Paratransit	4,936.71	5,650.00	14.4%
NDSU - Microtransit	66.00	58.00	-12.1%

Memorandum

To: MATBUS Coordination Committee

From: Matt Pinotti – Operations Manager

Date: September 16, 2026

RE: *Driver Staffing Update*



Vacant Positions	Leave of Absences	Drivers in Training	Contingent Offers	Upcoming Vacancies
4	2	2	0	2

Memorandum

To: MATBUS Coordination Committee

From: Cole Swignen – Assistant Transit Director

Date: September 16, 2026

RE: *MSUM U-Pass Contract Update*



As part of the annual process of renewing U-Pass agreements with local colleges, Minnesota State University Moorhead MSUM requested an amendment to the previous year's agreement to allow additional time to evaluate whether they would like to continue participating in the U-Pass Program. The amendment extends the existing agreement through January 10, 2027, which covers the 2026 fall academic semester, and increases the contract cost accordingly.

The U-Pass Program is subsidized by MSUM through the agreement. Under the program, current MSUM students are able to ride MATBUS fixed routes for free.



SERVICES CONTRACT

AMENDMENT NO. 1

This amendment is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State University Moorhead ("Minnesota State"), and the City of Fargo, a North Dakota municipal corporation 225 4th Ave. N. Fargo, ND 58102 ("Contractor").

WHEREAS, Minnesota State and Contractor have entered into a Professional/Technical Services Contract and any addenda, exhibits, or amendments thereto (the "Original Contract"), identified below:

Original Contract	
Contractor's Full Legal Name:	City of Fargo
Contract Title:	Service Contract
Effective Date of Original Contract:	August 19, 2025

WHEREAS, the parties wish to amend the Original Contract as stated below:

NOW THEREFORE, the parties do hereby agree as follows:

1. **AMENDED CONTRACT TERM.** The parties hereby agree that the Original Contract's Paragraph 1, Term of Contract shall be modified as follows:

Amended Contract Term	
Effective Date of Original Contract:	August 19, 2025
End Date of Original Contract:	August 18, 2026
End Date(s) of Previous Amendments, if applicable:	NA
Effective Date of this Amendment:	August 19, 2026, or upon the date the final required signature is obtained by Minnesota State, whichever occurs later
End Date of Amended Contract Term:	January 10, 2027

This Amendment shall be effective on the beginning date listed above or upon the date the final required signature is obtained by Minnesota State, whichever occurs later.

2. **AMENDED PAYMENT TERMS.** Original Contract's Paragraph 3, Consideration and Terms of Payment, is hereby amended as follows:

- ☒ For the additional services as outlined in this Amendment, Minnesota State shall pay Contractor an additional amount as follows:
- ☐ For any deleted or otherwise altered terms requiring reduced payments, Minnesota State shall pay the Contractor reduced amounts as follows:

AMENDED COST	
Original Contract Amount:	\$39,438.82
Previous Amendment Amount(s), if any:	\$0.00
This Amendment Amount:	\$14,165.19
Cumulative Contract Amount:	NOT TO EXCEED: \$53,604.01

3. **ENTIRE AGREEMENT.** Except as expressly amended above, the terms and conditions of the Original Contract and all previous amendments consistent with this Amendment remain in full force and effect. This Amendment and the Original Contract (including any previous written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

This Amendment shall be effective on the effective date listed above or upon the date the final required signature is obtained by Minnesota State, whichever occurs later.

The Original Contract and any amendments will not exceed beyond five (5) years of the Effective Date of the Original Contract and shall otherwise remain in effect until the End Date listed above or until all obligations set forth in the Original Contract and any amendments have been satisfactorily fulfilled, whichever occurs first.

The remainder of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. CONTRACTOR:

Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of Contractor as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE:

Employee certifies that funds have been encumbered as required by Minnesota Statutes §16A.15.

By (authorized signature and printed name)
Title
Date

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Minnesota State University Moorhead

By (authorized signature and printed name)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date



**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
*MINNESOTA STATE UNIVERSITY MOORHEAD***

SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State University Moorhead (hereinafter MINNESOTA STATE), and the City of Fargo, a North Dakota municipal corporation 225 4th Ave. N. Fargo, ND 58102 (hereinafter CONTRACTOR).

WHEREAS, MINNESOTA STATE, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain services, and

WHEREAS, MINNESOTA STATE is in need of services that are not related to building or facilities construction, repair, maintenance or remodeling, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract, and

NOW, THEREFORE, it is agreed:

1. **TERM OF CONTRACT.** This contract shall be effective on August 19, 2025, or upon the date the final required signature is obtained by MINNESOTA STATE, whichever occurs later, and shall remain in effect until August 18, 2026, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by MINNESOTA STATE's authorized representative.
2. **CONTRACTOR'S DUTIES.**
 - a. The CONTRACTOR will:

Provide free rides to all enrolled Minnesota State University Moorhead (MSUM) students regardless of full or part-time status, class standing, or location of residence on the Fargo-Moorhead Metro Area Transit fixed route transit system. This service is referred to as the "U-Pass Program," or simply as "U-Pass." MSUM students must swipe their 2025-2026 academic year MSUM identification cards (Dragon ID Card) at the time of boarding.
 - b. MINNESOTA STATE will:

Review enrollment after the 30th class day of each semester to ensure only currently enrolled students are being allowed free bus access and those no longer enrolled are being blocked from free bus access.

3. **CONSIDERATION AND TERMS OF PAYMENT.**

a. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by MINNESOTA STATE as follows:

- i. Compensation of Thirty-Nine Thousand Four Hundred Thirty-Eight and 82/100 Dollars (\$39,438.82).
- ii. The **total obligation** of MINNESOTA STATE for all compensation and reimbursement to the CONTRACTOR shall not exceed Thirty-Nine Thousand Four Hundred Thirty-Eight and 82/100 Dollars (\$39,438.82).

b. **Terms of Payment.**

- i. Payment shall be made by MINNESOTA STATE promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by MINNESOTA STATE's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MINNESOTA STATE, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MINNESOTA STATE to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:
 1. **Retainage.** No more than 90% of the amount due will be paid by MINNESOTA STATE until all the services in this contract have been reviewed by MINNESOTA STATE's authorized representative. The balance due will be paid when MINNESOTA STATE's authorized representative determines that CONTRACTOR has satisfactorily fulfilled all the terms of this contract.
- ii. Nonresident Aliens. Pursuant to 26 U.S.C. §1441, MINNESOTA STATE is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). MINNESOTA STATE will withhold all required taxes unless and until CONTRACTOR submits documentation required by the Internal Revenue Service indicating that CONTRACTOR is a resident of a country with tax treaty benefits. MINNESOTA STATE makes no representations regarding whether or to what extent tax treaty benefits are available to CONTRACTOR. To the extent that MINNESOTA STATE does not withhold these taxes for any reason, CONTRACTOR agrees to indemnify and hold MINNESOTA STATE harmless for any taxes owed and any interest or penalties assessed.

4. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

a. MINNESOTA STATE's authorized representative for the purpose of administration of this contract is:

Name: Georges Tippens, VP of Finance & Administration, or their successor
Address: MSUM, 1104 7th Avenue South, Moorhead, MN 56563
Telephone: 218-477-3304

E-Mail: georges.tippens@mnstate.edu

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

- b. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Julie Bommelman, Transit Director
Address: Metro Transit Garage, 650 23rd Street North, Fargo, ND 58102
Telephone: 701-476-6686
E-Mail: jbommelman@fargond.gov
Fax: 701-241-8150

5. **CANCELLATION AND TERMINATION.**

- a. This contract may be canceled by MINNESOTA STATE at any time, with or without cause, upon **thirty (30) days** written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- b. Termination for Insufficient Funding. MINNESOTA STATE may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of MINNESOTA STATE receiving notice that sufficient funding is not available. MINNESOTA STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. MINNESOTA STATE will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

6. **ASSIGNMENT.** The CONTRACTOR shall neither assign or transfer any rights or obligations under this contract without the prior written consent of MINNESOTA STATE.

7. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold MINNESOTA STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MINNESOTA STATE, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for MINNESOTA STATE's failure to fulfill its obligations pursuant to this contract.

8. **WORKERS' COMPENSATION.** The CONTRACTOR certifies it is in compliance with applicable laws pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered MINNESOTA STATE employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way MINNESOTA STATE's obligation or responsibility.

9. **DATA DISCLOSURE.**

- a. As a condition of this contract, CONTRACTOR is to provide a federal tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. **This contract will not be approved unless these numbers are provided.**
- b. **Independent Contractors.** Minn. Stat. §256.998 requires MINNESOTA STATE to report the name, address and social security number of independent contractors to the New Hire Reporting Center of the Minnesota Department of Human Services unless this Contract is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

10. **INTELLECTUAL PROPERTY.** The CONTRACTOR represents and warrants that any materials, plans, specifications, documents, software or intellectual property of any kind produced or used under this contract (MATERIALS) do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, MINNESOTA STATE at the CONTRACTOR'S expense from any action or claim brought against MINNESOTA STATE to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or MINNESOTA STATE's opinion is likely to arise, the CONTRACTOR shall, at MINNESOTA STATE's discretion, either procure for MINNESOTA STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

11. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
12. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
13. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by MINNESOTA STATE and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
14. **ANTITRUST.** The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this Master Contract and any Work

Order Contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

15. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: 7. Liability; 10. Data Disclosure;; 10. Intellectual Property; 11. Jurisdiction and Venue; and 13. State Audits.

16. **FORCE MAJEURE.** No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

17. **INSURANCE.**

a. CONTRACTOR shall submit an ACORD Certificate of Insurance to MINNESOTA STATE's authorized representative prior to execution of the contract.

b. CONTRACTOR shall maintain and furnish satisfactory evidence of the following:

- i. **Workers' Compensation Insurance.** CONTRACTOR must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, CONTRACTOR shall require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of North Dakota.
- ii. **Commercial General Liability.** CONTRACTOR shall maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence
\$2,000,000.00 annual aggregate applying per project or location
\$2,000,000.00 annual aggregate applying to Products/Completed Operations

In addition, the following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal Injury and Advertising Injury

Products and Completed Operations Liability

Contractual Liability as provided in Insurance Services Office (ISO) form CG 00 01 04 13 or its equivalent

Pollution Exclusion with standard exception as per Insurance Services Office (ISO)

Commercial General Liability Coverage Form – CG 00 01 04 13 or its equivalent

Independent Contractors (let or sublet work)

Waiver of Subrogation in favor of MINNESOTA STATE

Coverage will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU)

Name the following as Additional Insureds, to the extent permitted by law:

The Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, to include the Project's College or University, the State of Minnesota, officers and employees of the State of Minnesota, the Architect and

its agents as additional named insured, to the extent permitted by law, for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

- iii. **Commercial Automobile Liability.** CONTRACTOR shall maintain insurance protecting it from bodily injury claims and property damage claims resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations of vehicles under the contract, and in case any work is subcontracted the CONTRACTOR will require the subcontractors to maintain Commercial Automobile Liability insurance. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence Combined Single Limit (CSL) for bodily injury and property damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned

c. Additional Insurance Conditions:

- CONTRACTOR'S policy(ies) shall be primary insurance to any other valid and collectible insurance available to MINNESOTA STATE with respect to any claim arising out of CONTRACTOR'S performance under this Contract;
- If CONTRACTOR receives a cancellation notice from an insurance carrier affording coverage herein, CONTRACTOR agrees to notify MINNESOTA STATE within five (5) business days with a copy of the cancellation notice unless CONTRACTOR'S policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to MINNESOTA STATE.
- CONTRACTOR is responsible for payment of Contract related insurance premiums and deductibles;
- CONTRACTOR'S policy(ies) shall include legal defense fees in addition to its liability policy limits;
- The insurance policies will be issued by a company or companies having an "A.M. Best Company" financial strength rating of A- (Excellent) or better and authorized to do business in the State of Minnesota prior to execution of the Contract.
- An Umbrella or Excess Liability insurance policy may be used to supplement the CONTRACTOR'S policy limits to satisfy the full policy limits required by the Contract.

- d. MINNESOTA STATE reserves the right to immediately terminate the contract if CONTRACTOR is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against CONTRACTOR. All insurance policies must be available for inspection by MINNESOTA STATE and copies of policies must be submitted to MINNESOTA STATE's authorized representative upon written request.

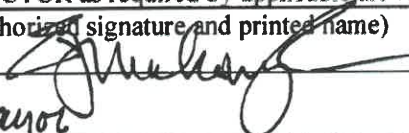
The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. CONTRACTOR:

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

By (authorized signature and printed name)	 Dr. Timothy J. Mahoney
Title	Mayor
Date	11-10-25

2. VERIFIED AS TO ENCUMBRANCE:

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

By (authorized signature and printed name)	 Joel Haugrud
Title	Accounts Payable Accountant
Date	11/19/2025

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Minnesota State University Moorhead

By (authorized signature and printed name)	 Steven
Title	VPFA
Date	11/19/2025

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)	 Christina Lien
Title	Contract Compliance Officer
Date	11/19/2025

Memorandum

To: MATBUS Coordination Committee

From: Cole Swingen – Assistant Transit Director

Date: September 16, 2026

RE: *Safety and Security Update*



Monthly Summary

February 2026

- Public Intoxication – **3** Incidents
- Verbal Altercation – **3** Incidents
- Fargo PD Request – **1** Incident
- Physical Altercation – **1** Incident
- Trespass/Passenger Removal – **2** Incidents

March 2026

- Public Intoxication – **7** Incidents
- Verbal Altercation – **4** Incidents
- Physical Altercation – **2** Incident
- Trespass/Passenger Removal – **2** Incidents
- Injury – **1** Incident

April 2026

- Public Intoxication – **12** Incidents
- Verbal Altercation – **7** Incidents
- Physical Altercation – **5** Incident
- Trespass/Passenger Removal – **4** Incidents
- Theft – **1** Incident
- Vandalism – **1** Incident
- Drug Paraphernalia – **2** Incidents

May 2026

- Public Intoxication – **6** Incidents
- Verbal Altercation – **5** Incidents
- Physical Altercation – **3** Incidents
- Trespass/Passenger Removal – **2** Incidents
- Vandalism – **2** Incidents

June 2026

- Public Intoxication – **3** Incidents
- Verbal Altercation – **6** Incidents
- Physical Altercation – **1** Incident
- Trespass/Passenger Removal – **5** Incidents
- Biohazard – **1** Incident

July 2026

- Public Intoxication – **2** Incidents
- Verbal Altercation – **5** Incidents
- Trespass/Passenger Removal – **6** Incidents
- Theft – **1** Incident

August 2026

- Verbal Altercation – **1** Incident
- Trespass/Passenger Removal – **1** Incident
- Mental Health Incident – **1** Incident
- Vandalism – **1** Incidents
- Theft – **1** Incident