



## Bis-Man Transit Board Meeting

July 27, 2023, 11:30 AM

<https://us02web.zoom.us/j/81982003383>

Call in: +1 312 626 6799; Meeting ID: 819 8200 3383

### Welcome & Introductions

### Approval of Agenda

### Consent Agenda

1. Previous Month's Minutes
  - a. Attachment A – 2023/5/25 Regular Meeting
  - b. Attachment B – 2023/7/7 Executive Committee Meeting
  - c. Attachment C – 2023/7/24 Finance Committee Meeting
  - d. Attachment D – 2023/7/24 CTIC Meeting
2. Financial Report (May & June)
  - a. Attachment E
3. Ride Stats (May & June)
  - a. Attachment F

### Public Comment

### Unfinished Business

1. Transit Development Plan Discussion – *Bill Troe, SRF Consulting*

### New Business

1. 2023-2024 Safety Plan Targets
  - a. Attachment G
2. National Express On-Time Performance Request
  - a. Attachment H
3. Jefferson Lines Lease Agreement
  - a. Attachment I
4. Investment Discussion
  - a. Attachment J
5. Staff Benefit Renewal
  - a. Attachment K

6. Grant Opportunities

**Executive Director Report**

1. Funding Update
2. Advertising Update
3. Ridership Update

**Operations Report**

**Other Business**

**Adjourn**

- The next Board Meeting will be held on August 24, 2023, at 11:30 am. •



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**A**

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## **Bis-Man Transit Board Meeting**

May 25, 2023, 11:30 AM

Via Zoom and In-Person at  
3750 E. Rosser Ave. Bismarck, ND 58501

**Attending:**

**Lynn Wolf, President**

**DeNae Kautzmann, Secretary/Treasurer**

**Lacey Long, Vice President**

**Glenn Lauinger**

**Karel Sovak**

**Helen Baumgartner**

**Andrew Stromme**

**Commissioner Connelly**

**Commissioner Rohr**

**Not Attending:**

**Steve Heydt**

**Royce Schultze**

**Staff:**

**Deidre Hughes**

**Taylor Kitzan**

**Mike Mundahl**

**Craig Thomas**

**Tom Reisenauer**

**Guests:**

**Trevor Vannett**

**Bill Troe**

**Matt Lundgren**

**Susan Dingle**



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## Meeting called to order at 11:30 A.M.

**Approval of Agenda:** Lynn added “Recognition Time” after Other Business to the Agenda. Andrew moved to approve the revised agenda. Karel seconded the motion. Motion carried unanimously.

**Consent Agenda:** Helen moved to approve the Consent Agenda. Lacey seconded the motion. Motion carried unanimously.

**Public Comment:** N/A

## Unfinished Business

1. Operations Contract Acceptance: Deidre discussed that the City Commission voted to approve National Express as the operations contractor for upcoming renewal. The contract will begin November 1, 2023 and end October 31, 2026. Deidre commented that proposed minor changes are highlighted in the contract document included in the packet. Deidre thanked everyone that was involved in the Operations RFP process. Karel asked if Appendix 6 can be updated with most recent inventory. Deidre answered that she will update. Karel moved to approve the Operations Contract. Glenn seconded the motion. Motion carried unanimously.
2. Transit Development Plan Update – *Bill Troe, SRF Consulting*: Bill explained that it is important to identify ways to “close the gap” in the budget and will continue to work through this. Bill also mentioned that a workshop will be taking place in June to discuss the organizational structure. After the workshop, the results will be presented to the rest of the Board and the Final Public Meeting will be scheduled some time after.

## New Business

1. North Dakota Community Foundation Grant: Deidre discussed that staff is looking for approval for the ND Community Grant, which is a mini grant in the amount of \$5,000, for new CAT bus route signs. Transit was not approved for AARP Community Grant for new CAT bus route signs. DeNae commented that it is Finance Committee’s recommendation to approve the ND Community Grant application. DeNae moved to approve the ND Community Grant application. Karel seconded the motion. Motion carried unanimously.

## Executive Director Report

1. Project Update:
  - Fast fare Fareboxes installed in fixed route buses last week.
  - Touch a Truck in Mandan last Saturday – Mike and Taylor attended and had 500-600 children passed through. Mike connected with adults who requested travel training.



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- Olmstead Commission Meeting – Deidre attended and talked about public transportation.
  - Wachter Middle School has a scavenger hunt on the CAT bus routes tomorrow for last day of school.
  - National Express Safety Meeting – Deidre attended on Monday and explained organizational structure and funding.
  - Homeless Coalition CAT Bus Passes - \$1,400 of \$5,000 left in budget for Coalition members.
2. Advertising Update: Advertising Sales are \$48,279.37 so far this year. Trending over budget so far for the year. ND Department of Human Services will be wrapping a CAT bus and four shelters soon. Bench advertisements for new bench locations are also in the works.
  3. Ridership Update: Finished the month of April just shy of 7,600 rides. That includes 11 days with Blue Route being out of service. Not yet at pre-COVID numbers, but getting close. Averaging 304 daily boarding's on fixed route and total ridership has increased 32% over prior year-to-date (January through April). U-Mary ridership was at 262 for the month of April. This is a 110% increase from April 2022. CAT on-time performance was 88% and Paratransit was 97% for the month of April. Glenn asked if Blue Route was at 46% ridership because it was out of service in April. Deidre answered yes, that Blue Route is lowest performing route, so that is the route that is chosen to be out of service if needed.

**Operations Report:** Craig gave a staffing update of three paratransit drivers who passed their CDL license and are now driving fixed routes. One trainee will be taking their test soon, and another three new hires should be starting a CDL class soon. Other new hires include a Front Desk receptionist and Customer Service Representative. Matt Lundgren, Regional Vice President, introduced himself and thanked Deidre and the Board for the continued relationship with National Express.

**Other Business:** N/A

**Recognition Time:** Lynn thanked and congratulation Deidre Hughes for her 5 years of service with Bis-Man Transit on behalf of the Board. Deidre was presented with cake and a card.

**Andrew moved to adjourn the meeting. Helen seconded the motion.**

**Meeting adjourned at 12:03 P.M.**



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**B**

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## **Bis-Man Transit Board Executive Committee Meeting**

July 7, 2023, 10:00 AM  
Via Zoom Conference Call

**Attending:**

**Lynn Wolf, President**

**DeNae Kautzmann, Secretary/Treasurer**

**Lacey Long, Vice President**

**Karel Sovak**

**Staff:**

**Deidre Hughes**

**Taylor Kitzan**

**Meeting was called to order at 10:05 A.M.**

Deidre discussed that the Organizational Structure Review Committee Meeting mostly talked about funding. The representatives from the City of Bismarck were wrapping up their 2024 budget. The conversation was had that there might be room in the budget to request funds from the COB General Fund to match non-complementary ADA service and a percentage of operating costs. A memo from the MPO and SRF Consulting went to the City Commission agenda for July 11<sup>th</sup>, 2023 to request \$270,450 for 2022-23 and \$276,333 for 2023-24.

Karel thanked Deidre for the work she has put into this request.

Karel moved to approve the request to the City Commission for additional funding. DeNae seconded the motion. Motion carried unanimously.

DeNae noted that the City of Bismarck is in favor for the additional hours for paratransit. The working group thought the City of Bismarck should be approached for additional funding to cover the cost.

**Meeting adjourned at 10:12 A.M.**



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C

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# Bis-Man Transit Finance Committee Meeting Minutes

July 24, 2023, 3:00 P.M.

Via Zoom Conference Call

Attending: DeNae Kautzmann, Chair

Glenn Lauinger


Lynn Wolf

Staff: Deidre Hughes

Taylor Kitzan

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Meeting was called to order at 3:00 P.M.

Deidre updated the Finance Committee on the Safety Plan Target. It is usually done by June, but DOT did not provide a target and indicated it is best to do it locally. Staff collected stats during July, and that is why we are behind.

National Express on time performance for CAT was 80% resulting in \$1,000 in liquidated damages. They requested that it be reduced to \$500 due to all the road construction. Glenn asked if our current software updates to traffic routes. It does not; it has to be done with software support and routes and detours are constantly changing. Lynn moved to reduce liquidated damages to \$500. Glenn seconded. Motion approved. The committee recommends the Board accept the reduction.

Jefferson Lines Lease is up at the end of October. Deidre proposed a 14-month lease with November and December rental rates at the current rate with a 3% increase for January-December 2024. Finance approved the proposal and recommends the Board accept it.

Glenn asked about the bus depot service contract. It is automatically renewed. Deidre will review as to whether the built-in increase will cover the cost of the service since National Express increased their price to service the depot. She will report back.

Taylor checked out rates for CDs, and the highest was at Dakota Community Bank and Trust at 5.3% for 13 months. Deidre recommends moving \$2,028,281.86 and \$44,581.47 into two CDs at Starion because they will match the rate. The interest income will be \$119,269.83. Glenn would like another \$500,000 invested, but Deidre and Taylor are concerned about cashflow in 2024. DeNae suggested a shorter timeframe, buying a CD for six months. Deidre will investigate and report her findings to the Board on Thursday. The finance committee recommends that the Board purchases the two CDs discussed above.

Deidre reported on employee benefits. She proposes switching carriers for eye insurance due to in network providers at a slight increase of \$23.12. A different health insurance plan with the Blue Cross Blue Shield was selected due to deductibles. Mike will have to pay some premium out of pocket, but he is fine doing it. The health plan is approximately \$2,000 less than the budgeted amount. The benefits are well within budget. The finance committee recommends that the Board accept the benefits as proposed by the staff.

A grant update was given. We received the Community Foundation grant we applied for in the amount of \$5,000. Deidre is looking at applying for Wal-Mart and Costco community grants. They usually don't award grants in deficit situations. Grants are given one time. Also, if the Cities don't provide more money towards the after-hours paratransit or only partially provide what is needed she is looking at applying for an Otto Bremer grant to make up the difference. Deidre reported that she has a meeting with Mandan's Mayor and City Administrator on Wednesday to discuss additional funding.

Meeting adjourned at 3:30 P.M.





D

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# Community Transportation Input Committee Meeting Minutes

July 24, 2023, 2:00 P.M.

Via Zoom Conference Call & In person at  
3750 E Rosser Avenue, Bismarck

Attending: Glenn Lauinger Andrew Stromme  
Susan Dingle Jeannie Pedersen  
Ranee Sailer

Staff: Deidre Hughes Taylor Kitzan  
Mike Mundahl

**Meeting was called to order at 2:00 P.M.**

**Ridership Update:** Deidre discussed ridership statistics from May and June. Major highlights include ridership for CAT over 9,000 each month, average daily boardings for both modes at 614, and 94.81% on-time performance for paratransit, year to date.

**Transit Development Plan Public Meeting & Study Progress:** Deidre reminded the committee that the final Transit Development Plan public meetings will be held tomorrow at the Mandan Library and the Bismarck Veterans Memorial Library. Bill Troe with SRF Consulting will be on hand to discuss the organizational structure & funding situation. The study as a whole is 85% complete, and Bis-Man Transit will be tentatively looking at September 2023 for approval of the study.



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**City Commission Update:** Deidre said Bis-Man Transit has been prevalent at the Bismarck City Commission Meetings recently to request funding from the City of Bismarck general fund to help offset some of the non-ADA required service local match portions of funding for after-hours paratransit service. Bill Troe with SRF Consulting provided a presentation to city commissioners. Following the presentation, there were a number of questions from some of the commissioners. Deidre said the information has been gathered to answer those questions and will be included in the discussion at the next Bismarck City Commission meeting on July 25<sup>th</sup>.

**Funding Discussion:** Deidre said Bis-Man Transit has been awarded the ND Community Foundation grant in the amount of \$5,000. This will be used to replace the CAT bus route signs throughout the community. The project will be done by the end of summer. There are also several other smaller community grants that Deidre has been looking into; however they do not qualify for some of them. Once she has a better idea of what the cities of Bismarck and Mandan will offer for the non-ADA service hours, a request will be put in for some Otto Bremer funds for a 2-year operating grant. Deidre also stated that she sent letters to approximately 80 agencies last week to seek donations and support. Because some agencies are non-profit organizations and donations may be out of the question, the letter asked that they reach out to their city commissioners to express support for transit. Deidre will continue to reach out to larger organizations to schedule meetings to see if they could do anything for annual donations or agency fees.

**Other Business:** None

**Meeting adjourned at 2:09 P.M.**



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# May 2023

## MONTHLY REPORT

	Month	YTD	PY Month	PY YTD	% INC/DEC OVR PYM	% INC/DEC OVR PYTD	
<b>RIDERSHIP</b>							
FIXED ROUTE	9,145	37,037	5,765	26,963	58.63%	37.36%	
PARATRANSIT	7,832	38,373	8,074	37,989	-3.00%	1.01%	
Total	16,977	75,410	13,839	64,952	22.68%	16.10%	
FR AVG. DAILY BOARDINGS	351.730769						
DR AVG. DAILY BOARDINGS	252.645161						
<b>Pass./Hour    Pass./Hour    Pass./Hour</b>							
<b>REVENUE HOURS</b>	<b>Month</b>	<b>YTD</b>	<b>Month</b>	<b>YTD</b>	<b>PY YTD</b>	<b>PY YTD</b>	<b>% INC/DEC OVR PYTD</b>
FIXED ROUTE	1,847.00	8,719.83	4.95	4.25	3.08	8,766.6	-0.53%
PARATRANSIT	2,698.87	13,503.02	2.90	2.84	2.95	12,878.0	4.85%
Total	4,545.87	22,222.85	3.73	3.39	3.0	21,644.5	
<b>Pass./Mile    Pass./Mile</b>							
<b>REVENUE MILES</b>	<b>Month</b>	<b>YTD</b>	<b>Month</b>	<b>YTD</b>	<b>PY YTD</b>	<b>PY YTD</b>	<b>% INC/DEC OVR PYTD</b>
FIXED ROUTE	29,538	139,436	0.31	0.27	140,037		-0.43%
PARATRANSIT	37,512.76	183,179.91	0.21	0.21	177,458		3.22%
Total	67,051.16	322,615.41	0.52	0.48	317,495		1.61%
<b>ON TIME PERFORMANCE</b>							
	<b>Month</b>	<b>YTD</b>	<b>PY Month</b>	<b>PY YTD</b>	<b>% INC/DEC OVR PYM</b>	<b>% INC/DEC OVR PYTD</b>	
FIXED ROUTE	84.00%	87.00%	82.00%	86.00%	2.44%	1.16%	
PARATRANSIT	93.23%	95.03%	98.00%	95.20%	-4.87%	-0.18%	
<b>RIDERSHIP PER ROUTE</b>							
<b>ROUTE</b>	<b>Month</b>	<b>YTD</b>	<b>PY Month</b>	<b>PY YTD</b>	<b>% INC/DEC OVR PYM</b>	<b>% INC/DEC OVR PYTD</b>	
BLACK	2157	8530	1320			63.4%	
BLUE	819	3498	757			8.2%	
GREEN	1698	7382	950			78.7%	
RED	1093	3865	543			101.3%	
ORANGE	1963	8059	1086			80.8%	
PURPLE	1415	5703	1109			27.6%	
<b>RIDERSHIP BY DESTINATION</b>							
	<b>Month</b>	<b>YTD</b>	<b>PY Month</b>	<b>PY YTD</b>	<b>% INC/DEC OVR PYM</b>	<b>% INC/DEC OVR PYTD</b>	
(Included in 'Ridership Per Route' Numbers)	U-Mary	230	1180	107		115.0%	
	UTTC	104	427	41		153.7%	
	Bismarck Library	520	2115				
	Mandan Walmart	129	539				
	Mandan Dans	412	1766				
<b>ACCIDENTS</b>							
	<b>Month</b>	<b>Month at Fault</b>	<b>YTD</b>	<b>YTD at Fault</b>			
FIXED ROUTE	1	0	5	3			
PARATRANSIT	0	0	7	7			
SERVICE VEHICLE	0	0	0	0			
<b>COMPLAINTS</b>							
	<b>Month</b>	<b>YTD</b>					
FIXED ROUTE	2	10					
PARATRANSIT	0	4					
Office Staff	0	1					
<b>COMPLIMENTS</b>							
	<b>Month</b>	<b>YTD</b>					
FIXED ROUTE	0	0					
PARATRANSIT	3	6					
Office Staff	0	0					

# June 2023

## MONTHLY REPORT

	Month	YTD	PY Month	PY YTD	% INC/DEC OVR PYM	% INC/DEC OVR PYTD	
<b>RIDERSHIP</b>							
FIXED ROUTE	9,090	46,127	5,784	32,747	57.16%	40.86%	
PARATRANSIT	7,925	46,298	8,217	46,206	-3.55%	0.20%	
Total	17,015	92,425	14,001	78,953	21.53%	17.06%	
FR AVG. DAILY BOARDINGS	349.615385						
DR AVG. DAILY BOARDINGS	264.17						
<b>Pass./Hour    Pass./Hour    Pass./Hour</b>							
<b>REVENUE HOURS</b>	<b>Month</b>	<b>YTD</b>	<b>Month</b>	<b>YTD</b>	<b>PY YTD</b>	<b>PY YTD</b>	<b>% INC/DEC OVR PYTD</b>
FIXED ROUTE	1,845.58	10,565.41	4.93	4.37	3.09	10,614.1	-0.46%
PARATRANSIT	2,716.24	16,219.26	2.92	2.85	2.98	15,492.8	4.69%
Total	4,561.82	26,784.67	3.73	3.45	3.0	26,106.9	
<b>Pass./Mile    Pass./Mile</b>							
<b>REVENUE MILES</b>	<b>Month</b>	<b>YTD</b>	<b>Month</b>	<b>YTD</b>	<b>PY YTD</b>	<b>PY YTD</b>	<b>% INC/DEC OVR PYTD</b>
FIXED ROUTE	29,530	168,965	0.31	0.27	168,072		0.53%
PARATRANSIT	38,407.10	221,587.01	0.21	0.21	216,127		2.53%
Total	67,936.60	390,552.01	0.51	0.48	384,199		1.65%
<b>% INC/DEC    % INC/DEC</b>							
<b>ON TIME PERFORMANCE</b>	<b>Month</b>	<b>YTD</b>	<b>PY Month</b>	<b>PY YTD</b>	<b>OVR PYM</b>	<b>OVR PYTD</b>	<b>% INC/DEC OVR PYTD</b>
FIXED ROUTE	80.00%	86.00%	83.00%	86.00%	-3.61%		0.00%
PARATRANSIT	93.70%	94.81%	91.00%	94.50%	2.97%		0.33%
<b>RIDERSHIP PER ROUTE</b>							
<b>ROUTE</b>	<b>Month</b>	<b>YTD</b>	<b>PY Month</b>	<b>PY YTD</b>	<b>PY YTD</b>	<b>PY YTD</b>	<b>% INC/DEC OVR PYTD</b>
BLACK	2100	10630		1214			73.0%
BLUE	923	4421		589			56.7%
GREEN	1612	8994		1060			52.1%
RED	1206	5071		715			68.7%
ORANGE	1840	9899		1121			64.1%
PURPLE	1409	7112		1085			29.9%
<b>RIDERSHIP BY DESTINATION</b>							
	<b>Month</b>	<b>YTD</b>	<b>PY Month</b>	<b>PY YTD</b>	<b>PY YTD</b>	<b>PY YTD</b>	<b>% INC/DEC OVR PYTD</b>
(Included in 'Ridership Per Route' Numbers)	U-Mary	248	1428		146		69.9%
	UTTC	44	471		43		2.3%
	Bismarck Library	600	2715				
	Mandan Walmart	125	664				
	Mandan Dans	384	2150				
<b>ACCIDENTS</b>							
	<b>Month</b>	<b>Month at Fault</b>	<b>YTD</b>	<b>YTD at Fault</b>			
FIXED ROUTE	3	2	8	5			
PARATRANSIT	0	0	7	7			
SERVICE VEHICLE	0	0	0	0			
<b>COMPLAINTS</b>							
	<b>Month</b>	<b>YTD</b>					
FIXED ROUTE	2	12					
PARATRANSIT	3	7					
Office Staff	0	1					
<b>COMPLIMENTS</b>							
	<b>Month</b>	<b>YTD</b>					
FIXED ROUTE	0	0					
PARATRANSIT	0	6					
Office Staff	0	0					



July 27, 2023

**TO:** Bis-Man Transit Board of Directors

**FROM:** Deidre Hughes, Executive Director

**SUBJECT:** Recommendation to approve safety plan targets for July 1, 2023, to June 30, 2024

**RECOMMENDATION:** Staff recommends that the Bis-Man Transit Board of Directors approve the Safety Plan targets for July 1, 2023, to June 30, 2024, as presented.

**BACKGROUND:** The FTA requires that all transit agencies review safety targets within their safety plan annually. This review is due by June 30th of each year. The Board of Directors approved the full safety plan in November of 2020. All content and targets remain the same for this reporting period. Unlike the previously approved safety targets, staff used Bis-Man Transit statistics to develop a more realistic set of goals for our system. This was under the advisement of NDDOT.

Proposed targets are pictured below.

**7.3 Targets**

Measuring safety performance metrics includes targets or goal we strive to accomplish. Based on the previous operating year statistics, the following lists are the targets set for Bis-Man Transit.

Mode of Transit Service	Fatalities (total)	Fatalities (per 100 thousand VRM)	Injuries (total)	Injuries (per 100 thousand VRM)	Safety Events (total)	Safety Events (per 100 thousand VRM)	System Reliability (VRM/ failures)
Fixed Route Bus	0	0	3 or less	0.2	5 or less	0.33	9,500
ADA/ Paratransit	0	0	3 or less	0.75	1 or less	1	35,000



Previous year targets are pictured below.

### 7.3 Targets

Measuring safety performance metrics includes targets or goal we strive to accomplish. The following lists are the targets set for Bis-Man Transit in accordance with the North Dakota Department of Transportation targets.

Mode of Transit Service	Fatalities (total)	Fatalities (per 100 thousand VRM)	Injuries (total)	Injuries (per 100 thousand VRM)	Safety Events (total)	Safety Events (per 100 thousand VRM)	System Reliability (VRM/ failures)
Fixed Route Bus	0	0	5 or less	0.2	7 or less	0.28	10,000
ADA/ Paratransit	0	0	1 or less	0.1	1 or less	0.1	70,000





H

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July 27, 2023

**TO:** Bis-Man Transit Board of Directors

**FROM:** Deidre Hughes, Executive Director

**SUBJECT:** National Express On-Time Performance Liquidated Damages Waiver Request (CAT Bus)

**BACKGROUND:** Due to the large number of construction zones and detours that have impacted the CAT Bus in June, National Express is requesting a waiver on the June 2023 on-time performance liquidated damages of \$500.

**DISCUSSION:** The on-time performance for the CAT bus in June was 80%, assessed at \$1,000 in liquidated damages. Per the contract, each percentage under 90% is assessed at \$100.

**FINANCIAL IMPACT:** The total waiver request by National Express is \$500, bringing the assessed liquidated damages for June CAT on-time performance to \$500.

**RECOMMENDATION:** Staff recommends approval of this request due to the excessive number of detours that directly impact the software's ability to track on-time performance.



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### Detours impacting June CAT Bus On-time Performance

START	END	ROUTE	DESCRIPTION
5.8.23	TFN	Orange	Due to lane restrictions on 7th St, Orange route will take 5th St to Front Ave
5.9.23	TFN	Orange	Due to lane restrictions on 7th St & watermain work on Front Ave
5.9.23	TFN	Green	Due to watermain work on Front Ave.
5.30.23	TFN	All	Construction work is causing occasional delays on all routes, specifically Green & Purple routes. Expect occasional delays while road construction continues. Also, Bismarck Expy down to one lane of travel between 3rd St & 12th St.
5.31.23	TFN	Orange/Green	Due to construction work.
6.2.23	TFN	Purple	Due to bridge construction work, Purple route will bypass Old Red Trail & Mandan Walmart, and will travel on 14th St NW between Collins Ave & Sunset Dr
6.2.23	TFN	Black/Blue	Due to paving in downtown Bismarck, Black & Blue may experience minor delays, specifically around 5th & 6th St.
6.6.23	6.6.23	Blue	Due to closure of E Ave C between 1st St & 2nd St to remove a dead tree, Blue WB will travel on Ave D between 3rd St & Mandan Ave.
6.6.23	TFN	Black/Red	Due to road work on Washington between Century & 43rd Ave, Black & Red may experience delays.
6.9.23	6.10.23	Purple	Due to closure of Main St for Buggies-n-Blues, Purple will bypass Main St & take 3rd St EB to Dan's.
6.13.23	6.13.23	Red	Due to construction, Red route is experiencing delays.
6.14.23	6.14.23	Blue	Due to tree work on Ave C, Blue route NB will take 3rd St to Ave D, to Mandan St, back to Ave C.
6.19.23	6.23.23	Orange	Orange will travel S on 1th St to E Ave B to N 11th St, back to E Ave C.
6.19.23	7.31.23	Blue/Red/Purple	Due to closure of Divide Ave between Schafer St & College Dr.
6.23.23	TFN	Orange	Update from previous Orange route Front Ave detour... Front Ave is open, however 12th St is still closed.
6.26.23	TFN	Orange	2 Updates from previous Orange route detour... due to construction work on Rosser Ave. Still on detour: Front Ave to 14th St, south to Bowen Ave.
6.26.23	6.26.23	Purple	Due to road work, Purple will bypass the 27th St N loop & will stay on Old Red Trail.



July 27, 2023

**TO:** Bis-Man Transit Board of Directors

**FROM:** Deidre Hughes, Executive Director

**SUBJECT:** Jefferson Lines Lease Agreement

**RECOMMENDATION:** Staff recommends approval of the fourteen-month lease extension for Jefferson Lines.

**BACKGROUND:** Bis-Man Transit offered Jefferson Lines a ten-month lease for January through October 2023 to align with the National Express operations contract.

**DISCUSSION:** With the recently signed National Express operations contract starting November 1, 2023, staff contacted Jefferson Lines to inform them of the upcoming lease extension.

**FINANCIAL IMPACT:** The lease amount for Jefferson Lines for the contract term of November 1, 2023 – December 31, 2024, is \$29,544.83.



3750 E Rosser Avenue,  
Bismarck, ND 58501



701.258.6817



info@bismantransit.com



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## **LEASE AGREEMENT**

This lease agreement is made and entered into effect the 1st day of November, 2023

By and between Bis-Man Transit Board, referred to in this document as “LANDLORD.” And Jefferson Lines, referred to in this document as “TENANT.”

### **WITNESSETH**

In consideration of the payment of rental as provided in this document and the covenants and agreement set forth in this document, the LANDLORD does demise and lease to the TENANT, and the TENANT does take and lease from the LANDLORD, a part of the premise situated within the City of Bismarck, County of Burleigh, State of North Dakota, more particularly described as follows:

A portion of the Bismarck-Mandan Intermodal Ground Transportation Facility consisting of 1960sq. ft. of office space and 10 parking spaces on the furthest southwest portion of the south parking area located at:

3750 E. Rosser Ave.  
Bismarck, ND. 58501  
In Miriam Industrial Park 3RD, Block 001

Referred to in this document as demised premises, premises, or the leased premises, together with all rights, privileges, easements, appurtenances and immunities belonging to or in any way pertaining to the said building upon the demised premises, subject to the following terms and conditions:

### **ARTICLE 1**

#### **TERM**

1.01 To have and to hold the same for a term commencing on November 1, 2023, and ending on December 31, 2024.

### **ARTICLE II**

#### **USE OF LEASED PREMISES**

2.01 The TENANT shall use the leased premises solely for the purpose of office, and storage space together with transit facilities and other transit operations generally associated therewith.

2.02 No change in the business use of the leased premises by the TENANT shall be made or permitted without the express written consent of the LANDLORD.

2.03 TENANT will not permit the demised to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous; it being understood and agreed that the use of the premises in the proper and ordinary conduct of the TENANTS business for the purposes set forth in this article shall not in any event be considered in violation of the paragraph.

### **ARTICLE III**

#### **RENT**

3.01 TENANT agrees to pay LANDLORD a minimum rent for said leased premises, a total sum of \$29,544.83, payable at the rate of \$2,057.44 per month for November and December 2023 and \$2,119.16 per month for January through December 2024.

3.02 The monthly minimum rent shall be paid in advance of the first day of each month for in the lease term in lawful money of the United States to such other party or parties as LANDLORD may hereafter designate.

### **ARTICLE IV**

#### **UTILITIES**

4.01 LANDLORD shall pay for utilities including electricity, water, and natural gas in the facility. Telephone services shall be paid by the individual TENANT.

### **ARTICLE V**

#### **REPAIRS AND COVENANT AGAINST WASTE**

5.01 TENANT will, at its own expense, during the term of this lease or any extension thereof, keep the parts or portions of the demised premises furnished by the TENANT, in good order and repair, and keep them free from waste or nuisance of any kind. LANDLORD will, during the term of this lease or any extension thereof, keep the parking areas, hallways, parts, and portions furnished by the LANDLORD, and other common areas of the demised premises in good order and repair, and keep them free from waste or nuisance of any kind.

5.02 TENANT shall conserve heat, air conditioning, water, and electricity and shall use due care in the use of the leased premises, and of the public areas in the building, and without qualifying the foregoing, shall not neglect or misuse water fixtures, electric lights and heating and air conditioning.

## **ARTICLE VI**

### **RIGHT TO ENTER**

6.01 LANDLORD, its agents and representatives may at any time and all reasonable times during the day and night enter to view and inspect the leased premises, or to clean and maintain the same, or to make repairs, or to make such improvements or changes in the leased premises or the building as LANDLORD may deem proper, upon giving reasonable notice to TENANT. The right of entry reserved in the immediately preceding sentence shall not be deemed to impose any greater obligation on LANDLORD to clean, maintain, repair or change the leased premises than is specifically provided in this lease. The LANDLORD, its agents or representatives may at any time in case of emergency enter the leased premises and do such acts as LANDLORD may deem proper in order to protect the leased premises, the building or any occupants of the building.

## **ARTICLE VII**

### **ALTERATIONS**

7.01 TENANT will not make any improvements, alterations of or additions to the leased premises without the written approval of LANDLORD, and all improvements, alterations, additions or changes which may be made by either of the parties hereto upon the leased premises, except movable furnishings and equipment, shall be property of LANDLORD, and shall remain upon and be surrendered with the leased premises, as part thereof, at the termination of the lease or any extension thereof. In connection with any alterations, TENANT shall furnish LANDLORD with assurances, including such bonds as LANDLORD deems necessary, that the contemplated alterations, additions, improvements or changes will be completed according to plan and will be paid for. TENANT will not permit any mechanics, laborers, or materialmen's liens to attach to the leased premises or the building for any labor material furnished to, or for the account of TENANT, or claimed to have been so furnished in connection with any work performed or claimed to have performed in, on or about the leased premises.

## **ARTICLE VIII**

## **SIGNS**

8.01 TENANT shall permit no signs to be placed outside the leased premises without LANDLORD approval, but shall have the right to letter the entrance to the leased premises, providing the size, style, text and color are first approved in writing by LANDLORD.

## **ARTICLE IX**

### **RULES AND REGULATIONS**

9.01 TENANT shall use the leased premises and the public areas in the building in accordance with such rules and regulations as may from time to time be made by LANDLORD for the general safety, comfort and convenience of the owners, occupants and tenant of the building, and shall cause TENANT'S customers, employees and invitees to abide by such rules and regulations.

## **ARTICLE X**

### **ASSIGNMENT OF LEASE**

10.01 TENANT shall not assign or sublet the whole or any part of this lease or the leased premises without the consent of the LANDLORD, but if such consent to assignment is given in writing by the LANDLORD, the TENANT shall be released from all performances of this lease for all TENANT obligations arising from and after the date of such agreement. Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee in bankruptcy, or any assignee for the benefit of creditors, or operation of law.

## **ARTICLE XI**

### **FIRE OR OTHER CASUALTY**

11.01 LANDLORD in the event of a partial or total destruction of the premises during the term hereof from any cause, LANDLORD shall with reasonable diligence repair the same, provided, however that in the event LANDLORD in its sole and absolute discretion determines it to be impractical to repair the premises, it may terminate this lease. In the event LANDLORD shall elect to repair the premises, this lease shall not terminate, but TENANT shall be entitled to a reduction to be calculated in the proportion that the tenantable portion of the leased premises bears to the entire leased premises. LANDLORD shall not be responsible to TENANT for

damage to, or destruction of any furniture, equipment or improvements of TENANTS, or other changes made by TENANT in, on or about the leased premises.

## **ARTICLE XII**

### **INDEMNITY**

12.01 LANDLORD shall not be liable to TENANT or TENANT'S employees, agents, or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the demised premises, caused by the negligence or misconduct of TENANT, its agents, servants, or employees, or of any other person entering upon the premises under express or implied invitation of TENANT, or caused by the failure of TENANT'S obligation to keep clean, repair, and maintain the space and the TENANT agrees to indemnify and defend LANDLORD and hold it harmless from any and all loss, expense, attorney's fees or claims accruing out of such damage or injury.

12.02 Any injury to person or damage to property caused by the negligence of LANDLORD or by the failure of LANDLORD to repair and maintain, shall be the liability of LANDLORD and not of TENANT, and the LANDLORD agrees to indemnify and defend TENANT and hold it harmless from any and all loss, expense, attorney's fees or claims arising out of such damage.

## **ARTICLE XIII**

### **INSURANCE**

13.01 Without limiting TENANT'S liability hereunder, TENANT agrees, at its own cost and expense, to carry public liability insurance protecting LANDLORD and TENANT in the amount of One Million Dollars (\$1,000,000.00) for personal injuries sustained in any one accident, and Five Hundred Thousand Dollars (\$500,000.00) for property damage. All policies of insurance shall name both LANDLORD and TENANT as insures thereunder and shall protect the interest of LANDLORD for incidents that are caused by or contributed by the TENANT. Certificates of said insurance providing for not less the fifteen (15) days' notice to LANDLORD prior to cancellation thereof shall be furnished to LANDLORD prior to TENANT taking possession of the demised premises.

## **ARTICLE XIV**

## **WAIVER OF SUBROGATION**

14.01 Notwithstanding anything in the Lease to the contrary, if the building is damaged or destroyed by fire, or an extended coverage risk, TENANT, its agents, employees, representatives and invitees are hereby released from any liability by reason thereof to the extent of insurance proceeds realized by LANDLORD as a result of such damage or destruction. In no event shall any such release be applicable if so to do would work in contravention of any requirement in an applicable policy of insurance to the effect that if the insured waives subrogation, coverage is or may be void.

## **ARTICLE XV**

### **EMINENT DOMAIN**

15.01 If the entire building is taken by eminent domain, this lease shall be automatically terminates as of the date of taking. If a portion of the building is taken by eminent domain, LANDLORD shall have the right to terminate this lease by giving written notice thereof to TENANT within ninety (90) days after the date of taking. If a portion of the leased premises is taken by eminent domain and this lease is not thereby terminated, LANDLORD shall, at its expense restore the leased premises by TENANT, to as near the condition which existed immediately prior to the date of taking as reasonably possible, and rent shall abate during such period of time as the portion of the leased premises bears to the entire lease premises. All damages awarded for a taking under the power of eminent domain, whether for the whole or a part of the leased premises, shall belong to, and be the property of, LANDLORD, whether such damages shall be awarded as compensation for diminution in value to the leaseholder estate hereby created or to the fee of the leased premises provided, however that LANDLORD shall not be entitled to any award made to TENANT for loss of business, fair value of, and cost of removal of stock fixtures. The term "eminent domain" shall include the exercises of any similar governmental power and any purchase or other acquisition in lieu of condemnation.

## **ARTICLE XVI**

### **HOLD OVER**

16.01 Should TENANT, or any of its successors in interest hold over the leased premises, or any part thereof, after the expiration of the term of this lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy from month to month



only. All obligations and duties imposed by this lease upon the LANDLORD and TENANT shall remain the same during any such period of occupancy.

## **ARTICLE XVII**

### **DEFAULT OF TENANT**

17.01 The following events shall be deemed to be events of default by TENANT under lease:

- (1) TENANT shall fail to pay any installment of the rent hereby reserved and such failure shall continue for a period of ten (10) days after written demand therefore shall have been made by LANDLORD.
- (2) TENANT shall fail to comply with any terms, provisions, or covenant of the lease, other than the payment of rent, and shall not cure such failure within three (3) days after written notice thereof to TENANT.
- (3) TENANT shall desert or vacate any substantial portion of the premises. Assignment or subletting by TENANT shall not be considered as an act of default.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided, or any other remedies provided by law, nor shall pursuit of any remedy herein constitute a forfeiture or waiver of any rent due to LANDLORD hereunder, or any damage occurring to LANDLORD by reason of the violation of breach of any of the terms, provisions and covenants herein contained. The waiver by LANDLORD of any violation or breach of any of the terms, provisions, or covenants a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained which may occur subsequent thereto. Forbearance by LANDLORD to enforce one or more of the remedies herein provided upon an event of default shall not be deemed to constitute a waiver of such default.

## **ARTICLE XVIII**

### **SUBORDINATION**

18.01 TENANT accepts this lease subject and subordinate to my mortgage or mortgages now a lien upon the demised premises. This lease shall also be subject and subordinate to the lien of any other mortgage which may at any time hereafter be or become a lien on demised premises. TENANT shall at all times hereafter, on demand, execute any instruments, releases or

other documents that may be required by any mortgages for the purpose of subletting and subordinating this lease to the lien of any such mortgages.

## **ARTICLE XIX**

### **WAIVER OF COVENANTS**

19.01 Failure of LANDLORD to insist, in any one or more instances, upon strict performance of any term, covenant, or condition of this lease, or to exercise any option herein contained shall be construed as a waiver, or a relinquishment for the future, of such term, covenant, condition or option, but same shall continue and remain in full force and effect. The receipt by LANDLORD of rents with knowledge of breach in any of the terms, covenants or conditions of this lease to be kept of performed TENANT shall not be deemed a waiver of such breach, and LANDLORD shall not be deemed to have waived any provision of this lease unless expressed in writing and signed by LANDLORD.

## **ARTICLE XX**

### **RENTAL PAYMENT AND NOTICE**

20.01 Each provision of this instrument or any of the applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery or any notice or the making of any payment by LANDLORD to TENANT or with reference to the sending, mailing or delivery of any notice to the making of payment by TENANT to LANDLORD shall be deemed to be complied with when and if the following steps are taken:

A. All rent and other payments required to be made by TENANT to LANDLORD hereunder shall be payable to LANDLORD in Bismarck, North Dakota, at the address set forth in Article 3, or at such other address as LANDLORD may specify from time to time by written notice delivered in accordance herewith.

B. All payments required to be made by LANDLORD to TENANT hereunder shall be payable to TENANT at the address set forth below, or at such other address within the continental United States as TENANT may specify from time to time by written notice delivered in accordance herewith.

C. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when deposited in the United States Mail, postage prepaid, Registered or Certified Mail, Return Receipt Requested, addressed to the parties hereto at the respective

address set out opposite their names below, or such other address as they have theretofore specified by written notice delivered in accordance herewith.

LANDLORD: Bis-Man Transit Board

3750 E. Rosser Ave.

Bismarck, ND 58501

TENANT: Jefferson Partners L.P.

DBA Jefferson Lines

2100 East 26<sup>th</sup> St

Minneapolis, MN 58404

**ARTICLE XXI**

**TENANT TO SURRENDER PREMISES**

21.01 Upon the expiration or the termination of the term of this lease, TENANT shall, at all expense:

- 1) Remove TENANT'S goods and effects and those of all persons claiming under TENANT;
- 2) Quit and deliver up the leased premises to LANDLORD, peaceably and quietly, in as good order and condition as the same were in on the date the term of this lease commenced or were thereafter placed in by LANDLORD and/or TENANT, reasonable wear and tear excepted.

**ARTICLE XXII**

**HEATING AND AIR CONDITIONING**

22.01 LANDLORD will furnish reasonable heat and air conditioning in main office areas during usual business hours and during usual and appropriate seasons.

**ARTICLE XXIII**

**SHOWING PREMISES**

23.01 LANDLORD shall have the right to show the leased premises for leasing at all reasonable times during the last six (6) months of this lease, or any extension thereof.

**ARTICLE XXIV**

**MISCELLANEOUS**

24.01 There are no understandings or agreements not incorporated in this lease except as may be provided in a written addendum signed and accepted by both parties. This is a North Dakota contract and shall be construed according to the laws of North Dakota. The captions in this lease are for convenience only and are not part of this lease. The covenants and agreement hereof shall as fully and completely bind the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto as if they had been specifically mentioned in each of said covenants and agreements. If any provision in this lease should for

any reason by adjudged invalid or illegal, that provision shall be deemed omitted therefrom and shall not invalidate any other provision of this lease and remainder hereof shall remain in full force and effect.

24.02 The agency contract extension is dependent on the acceptance of the lease agreement. If the TENANT chooses not to extend the agency contract, the TENANT can continue to execute a lease agreement with the LANDLORD; however, if the TENANT chooses to terminate the lease agreement, the TENANT will not be able to execute the agency contract extension.

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

LANDLORD:

BIS-MAN TRANSIT BOARD

BY: \_\_\_\_\_

ITS \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

TENANT:

JEFFERSON LINES

BY: \_\_\_\_\_

ITS \_\_\_\_\_



J

July 27, 2023

**TO:** Bis-Man Transit Board of Directors

**FROM:** Deidre Hughes, Executive Director

**SUBJECT:** CD Renewal Recommendation

**BACKGROUND:** On June 24, 2022, Bis-Man Transit invested \$2,000,000.00 from cash reserves and \$43,962.62 transfer of funds from an LPL Money Market savings account into two separate 13-month Certificate of Deposits at a rate of 1.30% with Starion Bank. The interest earned on each Certificate of Deposit is approximately \$28,164.77 and \$619.09.

**DISCUSSION:** After rate shopping with different local banks and credit unions, Starion Bank is able to offer the best rate of 5.40% on both 6-Month and 13-month Certificate of Deposits.

**FINANCIAL IMPACT:** The chart below shows a projection of August 2023 to August 2024 general income and expenses, which shows the amount of Cash Reserves Bis-Man Transit is to have on-hand for operations.

Cash Reserves as of July 2023	\$ 3,350,000.00
Plus 5307 Reimbursements	\$ 1,890,349.50
Plus 5339 Reimbursements	\$ 611,779.00
Plus 5310 Reimbursements	\$ 506,647.00
Plus Local Funds	\$ 2,166,000.00
Expenses <b>PROJECTED</b>	<b>\$ (6,500,000.00)</b>
Difference in Cash Reserves as of August 2024	<u>\$ 2,024,775.50</u>

Rolling over both Certificate of Deposits with the current balances for the same term at the rate of 5.40% will generate Bis-Man Transit \$121,524.02 in investment income. Currently, there is enough money in Cash Reserves to invest an additional \$500,000.00 into a 6-Month Certificate of Deposit without disturbing cash flow for operations, generating an additional \$13,322.51 in investment income.

**RECOMMENDATION:** Staff recommends rolling over both 13-month Certificate of Deposits in the amounts of \$2,028,164.77 and \$44,581.71 to the new rate of 5.40%, as well as transfer an additional \$500,000.00 from Cash Reserves into a new 6-month Certificate of Deposit at the rate of 5.40%.



3750 E Rosser Avenue,  
Bismarck, ND 58501



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K

Bis-Man Transit delivers valued public transportation, linking people, jobs and communities.

July 27, 2023

**TO:** Bis-Man Transit Board of Directors

**FROM:** Deidre Hughes, Executive Director

**SUBJECT:** Employee Insurance Recommendation

**BACKGROUND:** Bis-Man Transit currently offers health insurance to all employees paid by the company up to \$1,200 per month per employee. Employer-sponsored dental and vision coverage is also provided for all employees.

**DISCUSSION:** All policies renew on September 1, 2023. To ensure the appropriate policies are continued, staff reviews annually.

**FINANCIAL IMPACT:** The health and dental insurance policies are within the 2023 Budget. The vision insurance policy is \$23.12 over budget for the year.

9/1/2023-12/31/2023

BlueCare Gold 80-1000		
Deidre	\$ 477.58	\$ 939.62
Spouse	\$ 462.04	
Taylor	\$ 452.47	\$ 452.47
Mike	\$ 623.09	\$ 1,335.08
Spouse	\$ 711.99	
Monthly	\$ 2,727.17	\$ 2,592.09

1/1/2023-8/31/2023	\$ 19,293.44
9/1/2023-12/31/2023	\$ 10,368.36
Company Paid	\$ 29,661.80
Employee Paid	\$ 540.32
2023 Budget	\$ 32,015.00

Plan Name	Individual	Individual + 1
TDA Dental	\$ 39.49	\$ 75.06

1/1/2023-8/31/2023	\$ 1,417.68
9/1/2023-12/31/2023	\$ 758.44
Company Paid	\$ 2,176.12
2023 Budget	\$ 2,233.00

Plan Name	Individual	Employee + One
VSP	\$ 12.48	\$ 18.09

1/1/2023-8/31/2023	\$ 298.48
9/1/2023-12/31/2023	\$ 194.64
Company Paid	\$ 493.12
2023 Budget	\$ 470.00
Over budget	\$ 23.12

**RECOMMENDATION:** Staff recommends approval of the BlueCare Gold 80 1000 Plan from Blue Cross and Blue Shield. Staff also recommends approval of the TDA Dental and VSP Vision Insurance plans.



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Bismarck, ND 58501



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