



# Bis-Man Transit Board Meeting

August 24, 2023, 11:30 AM

<https://us02web.zoom.us/j/87360024647>

Call in: +1 312 626 6799; Meeting ID: 873 6002 4647

## Welcome & Introductions

## Approval of Agenda

## Consent Agenda

1. Previous Month's Minutes
  - a. Attachment A – 2023/7/27 Regular Meeting
  - b. Attachment B – 2023/8/21 CTIC Meeting Minutes
  - c. Attachment C – 2023/8/21 Finance Committee Meeting
2. Financial Report
  - a. Attachment D
3. Ride Stats
  - a. Attachment E

## Public Comment

## Unfinished Business

1. Jefferson Lines Service Agreement
  - a. Attachment F
2. Service Alternative -Transit Development Plan
  - a. Attachment G

## New Business

1. Paratransit Bus Recommendation
  - a. Attachment H

## Executive Director Report

1. Funding Update
2. Transportation Training Grant
3. Outreach Update

## Operations Report

## Other Business

## Adjourn

- The next Board Meeting will be held on Sept 28, 2023, at 11:30 am. •



3750 E Rosser Avenue,  
Bismarck, ND 58501



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**A**

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

## Bis-Man Transit Board Meeting

July 27, 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**

**Glenn Lauinger**

**Steve Heydt**

**Andrew Stromme**

**Helen Baumgartner**

**Commissioner Connelly**

**Not Attending:**

**Lacey Long, Vice President**

**Karel Sovak**

**Royce Schultze**

**Staff:**

**Deidre Hughes**

**Taylor Kitzan**

**Mike Mundahl**

**Craig Thomas**

**Tom Reisenauer**

**Guests:**

**Trevor Vannett**

**Rachel Lukaszewski, MPO**

**Bill Troe, SRF Consulting**

**Susan Dingle**

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

**Approval of Agenda:** DeNae moved to approve the Agenda. Andrew seconded the motion. Motion carried unanimously.

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

**Public Comment:** Trevor Vannett commented that the TDP looks good and that he wants to help with the advocacy of the plan and will work with other groups to do so as well.

Susan Dingle commented that if members of the public had questions about Bill Troe's presentation on topics that were not anticipated, if they may ask. Lynn answered that the Board would take the request under advisement.

## Unfinished Business

1. Transit Development Plan Update – *Bill Troe, SRF Consulting*: Bill discussed the conclusion of the Organizational Structure meeting held in June was that the current Organizational Structure is preferred by the majority minus some inefficiencies. The opportunity to become a Transit Authority in the future can improve those inefficiencies. Bill explained that closing the revenue and expenditure gap won't start with service reductions, but instead finding other sources of funding to cover the gap. Sales tax option is being researched currently. Bill and Deidre talked to both City of Bismarck and City of Mandan to request funding. City of Bismarck committed to provide funding for 2022-23 and 2023-24. City of Mandan is still discussing the request. Deidre also is reaching out to stakeholders.

## New Business

1. 2023-2024 Safety Plan Targets: Deidre discussed that in the past Transit has piggybacked on NDDOT Safety Targets. After discussion with the DOT, they recommended Transit create individual Safety Targets. Andrew moved to approve the 2023-2024 Safety Plan Targets. Steve seconded the motion. Motion carried unanimously.
2. National Express On-Time Performance Request: Deidre explained that CAT On-time performance is 80% and that is below the Liquidated Damages threshold. After a conversation with Craig, National Express would like a \$500 reduction in On-Time performance due to road construction detours on all routes. DeNae commented that the Finance Committee recommends the \$500 reduction in On-Time Performance. DeNae moved to approve the \$500 reduction in On-Time Performance. Glenn seconded the motion. Motion carried unanimously. Steve asked if the geofences can be updated so that



this won't be an issue in the future. Deidre answered that when the company switches to Passio it will have that capability.

3. **Jefferson Lines Lease Agreement:** Deidre discussed that the Jefferson Lines Lease Agreement is in line with National Express contract timeline and would like it to be on the same timeline as West River. Staff recommends to keep the Lease amount the same until the end of 2023 and increase the amount for 12 months starting January 1, 2024. DeNae commented that the Finance Committee recommends the Board approve the Jefferson Lines Lease Agreement as presented and moved approve. Glenn seconded the motion. Motion carried unanimously.
4. **Investment Discussion:** Deidre explained that both 13-month CD's renewed on July 24<sup>th</sup> that were opened in June 2022. Staff recommends to roll over both 13-month CD's to a new rate of 5.4% with Starion. Staff also recommends to invest an additional \$500,000 from Cash Reserves into a 6-month CD at the same rate. DeNae commented that the Federal Reserve raised the rates again this week and that interest rates on CD's might increase and recommended waiting a week to see if they do before commit to the 5.4% interest rate. DeNae moved to reinvest in two 13-month CD's and one 6-month CD as recommended by staff with the provision of looking at if the rate will increase next week. Steve seconded the motion. Motion carried unanimously.
5. **Staff Benefit Renewal:** Deidre explained that staff recommends changing the health insurance plan with Blue Cross Blue Shield to a better deductible plan that is within the budget, staying with the TDA dental plan, and changing from Avesis to VSP plan for vision insurance. Avesis vision plan no longer covers Dakota Eye and staff uses that provider which is the reason for the vision insurance plan change. This brings the vision insurance budget \$23 over, but health insurance is under budget by \$2,000. DeNae commented that Finance Committee recommends the Board approve the benefit package presented by staff and moved to approve. Glenn seconded the motion. Motion carried unanimously.
6. **Grant Opportunities:** Deidre informed the Board that Transit was awarded the ND Community Foundation grant in the amount of \$5,000 to replace CAT bus route signs. Deidre will also be applying for Walmart and Costco grants and an Otto Bremer operating grant. Deidre asked that if anyone finds other grant opportunities to let her know.

## Executive Director Report

1. **Funding Update:** Deidre will still be in discussion with City of Mandan on a funding request, as well as HIT in Mandan as they make up a majority of paratransit trips to Mandan. Deidre



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is grateful for the City of Bismarck for their commitment in providing funding and thanked Bill Troe and his staff for their efforts.

2. Advertising Update: Deidre updated that Transit is currently at \$70,641 in advertising revenue and will be trending over \$100,000 in advertising revenue for 2023. Deidre thanked Mike for his hard work growing the advertising program in-house to generate more revenue. Previously we were only receiving \$40,000 a year in revenue under Mobile Ads contract. New bus wraps are in the works with advertisers currently.
3. Ridership Update: Deidre discussed that May 2023 is the first time since pre-covid that CAT trips exceeded 9,000, this is the first time since May 2019. May historically is the highest ridership month. Paratransit completed 7,832 trips in May 2023. In June 2023, CAT ended the month at 9,090 trips and paratransit at 7,925 trips. This is a 40% increase in CAT ridership from this time last year. CAT on time performance is 86% and paratransit is 94.8% year to date. National Express is in a better position with paratransit staffing and excessive trip duration is down from the end of last year.

Glenn requested Deidre explain the Jefferson Lines Service Agreement. Deidre explained that National Express employs the Jefferson Lines bus depot, but Bis-Man Transit holds the contract. The Service Agreement is to staff the bus depot at a set rate with a 3% annually. The rate National Express is charging Bis-Man Transit is increasing at the start of their new contract. Deidre had a meeting with Kevin at Jefferson Lines and starting November 1, 2023 the rate to staff the bus depot will be monthly at \$3,000. This will give Transit \$160/month in revenue for administrative costs to facilitate. Once the Service Agreement comes from Jefferson Lines, it will be presented on the August Agenda.

Lynn thanked the entire staff for all they do to help Bis-Man Transit work.

**Operations Report:** Craig explained that staffing the Fixed Route continues to be a struggle due to drivers needing a CDL. National Express offers paid CDL training and a risk to this is drivers will obtain their CDL and go to work elsewhere after. This has happened recently and has now created issues for time off requests for drivers. If Blue Route is not running it is because of a shortage on drivers. Craig commented that a paratransit bus will some times be put on fixed route to cover because it does not require a CDL to operate. Deidre commented that Craig has been driving due to the shortage of drivers and thanked him for his work.

**Other Business:** Glenn recognized Starion Bank for being a Public Transportation supporter for the past 20 years and the Board values the business relationship.

Commissioner Connelly discussed that Global Neighbors has a new Executive Director and is interested in strengthening the relationship with Transit. Commissioner Connelly explained he has



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had conversations with long-term care facilities in the community as well to improve relationships with Transit.

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

**Meeting adjourned at 12:23 P.M.**



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**B**

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## Community Transportation Input Committee Meeting Minutes

August 21, 2023, 2:00 PM

**Attending:**

Glenn Launiger

Andrew Stromme

Trevor Vannett

Susan Dingle

Randee Sailer

**Not Attending:**

Helen Baumgartner

**Staff:**

Deidre Hughes

Taylor Kitzan

Danae Thiery



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

## Regular Agenda

1. Transit Develop Plan Public Meeting & Study Progress: Deidre discussed a service alternative presented to Policy Board and TAC last week for the TDP. Bill Troe, SRF, came up with a service alternative that would run 14 vehicles during fixed route hours open to the public and run as a “dial a ride” service. This alternative would be put in place if Bis-Man Transit cannot fill the funding gap.

Trevor asked if this service alternative would be in the TDP. Deidre answered yes. Trevor commented that the City Commission wouldn't accept that alternative. Deidre explained that this is part of the plan as a whole, and the Board and the City Commission would be asked to accept the plan rather than approve the alternatives.

Deidre discussed that the TDP documents should be ready mid-September and will have to be accepted by the appropriate channels, and should be finalized by the end of November.

2. Funding Discussion Update: Deidre explained that a meeting was held with members of the City of Mandan, and it was recommended to ask HIT Inc. for a donation since most trips with Mandan pick-up originate at their day program. There has been no word back yet.

Deidre also discussed that she has had meetings with Brenda Nagle, CEO of Bismarck Mandan EDC and Todd Steinwald, from the Leach Foundation. Deidre is researching the grant application from the Leach Foundation and will have to see if they are able to fund what Transit is looking for. Deidre also has meetings scheduled with the directors from local agencies (Enable, Pride, Hit, Support Systems etc.) this Friday.

Deidre explained that there is an RFP opportunity for travel training for people with disabilities. Deidre is researching to make sure Bis-Man Transit is able to respond and that it won't interfere with the Mobility Manager grant.

Trevor commented that it would be nice to receive funds from Mandan. Deidre reiterated that it will be good to have riders and advocates in Mandan as those conversations with the City of Mandan continue.

## Other Business: N/A

Meeting adjourned at 2:17 P.M.



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C

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## Bis-Man Transit Finance Committee Meeting Minutes

August 21, 2023, 3:00 PM  
Via Zoom

**Attending:** Lynn Wolf Glenn Lauinger

**Not Attending:** DeNae Kautzmann

**Staff:** Deidre Hughes Taylor Kitzan

Meeting called to order at 3:02 P.M.

1. **Jefferson Lines Service Agreement:** Deidre discussed that she reached out to Kevin from Jefferson Lines for the new service agreement contract. The rate will be \$3,000/monthly, with an annual 3% increase. The document belongs to Jefferson Lines, but Deidre anticipates she will receive the new contract before the Board Meeting on Thursday and will send it to the Board prior to the meeting.
2. **Service Alternative -Transit Development Plan:** Deidre explained that DeNae requested that SRF come up with a service alternative if no additional funding is received. Bill developed an alternative that included operating 14 paratransit buses during the current fixed route hours and days as a “Dial a Ride” service, so it would be open to all riders. This would result in about a \$2 million reduction in operating costs, but would not be able to provide many rides that are given currently, leaving many with no other options for transportation. This will be included in the plan, and the whole plan will have to be approved by the appropriate parties.
3. **Paratransit Bus Recommendation:** Deidre explained that she has an email out to Becky Hanson at NDDOT to ask if Transit can use \$69,000 from a 5339 grant to help offset the local match amount on the purchases of replacement buses for Bus 54 and Bus 55. This is due to increased bus prices since the original grant applications. If Deidre is not able to include this on Thursday’s meeting, she will have to hold an Executive Committee Meeting for action.
4. **Funding Update:** Deidre discussed she has not heard back from the HIT Inc. donation request. The DD Council has an RFP out for Disabilities Travel Training, and Deidre is meeting with the FTA tomorrow afternoon to make sure there is no issues with Transit applying for that proposal since we are a recipient of Mobility Manager 5310 grant funding through the State of North Dakota. The deadline is August 28<sup>th</sup>, 2023. Deidre continues to have meetings with representatives of different organizations.

Meeting adjourned at 3:42 P.M.



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## July 2023 MONTHLY REPORT

	Month	YTD	PY Month	PY YTD	% INC/DEC OVR PYM	% INC/DEC OVR PYTD	
<b>RIDERSHIP</b>							
FIXED ROUTE	8,626	54,753	7,154	39,901	20.58%	37.22%	
PARATRANSIT	6,846	53,144	7,521	53,727	-8.97%	-1.09%	
Total	15,472	107,897	14,675	93,628	5.43%	15.24%	
FR AVG. DAILY BOARDINGS	345.04						
DR AVG. DAILY BOARDINGS	220.84						
<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	1,677.50	12,242.91	5.14	4.47	3.22	12,384.1	-1.14%
PARATRANSIT	2,521.78	18,741.04	2.71	2.84	2.99	17,976.0	4.26%
Total	4,199.28	30,983.95	3.68	3.48	3.1	30,360.1	
<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	27,155	196,120	0.32	0.28	197,159		-0.53%
PARATRANSIT	35,120.38	256,707.39	0.19	0.21	252,367		1.72%
Total	62,275.48	452,827.49	0.51	0.49	449,526		0.73%
<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%	86.00%	83.00%	85.00%	1.20%	1.18%	
PARATRANSIT	93.41%	94.61%	93.00%	94.29%	0.44%	0.34%	
<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	2010	12640	1557	1557		29.1%	
BLUE	624	5045	712	712		-12.4%	
GREEN	1618	10612	1312	1312		23.3%	
RED	1110	6181	762	762		45.7%	
ORANGE	1726	11625	1716	1716		0.6%	
PURPLE	1538	8650	1095	1095		40.5%	
<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	213	1641	176		21.0%	
	UTTC	39	510	25		56.0%	
	Bismarck Library	461	3176				
	Mandan Walmart	169	833				
	Mandan Dans	472	2622				
<b>ACCIDENTS</b>							
	<b>Month</b>	<b>Month at Fault</b>	<b>YTD</b>	<b>YTD at Fault</b>			
FIXED ROUTE	0	0	8	5			
PARATRANSIT	0	0	7	7			
SERVICE VEHICLE	0	0	0	0			
<b>COMPLAINTS</b>							
	<b>Month</b>	<b>YTD</b>					
FIXED ROUTE	1	13					
PARATRANSIT	3	10					
Office Staff	0	1					
<b>COMPLIMENTS</b>							
	<b>Month</b>	<b>YTD</b>					
FIXED ROUTE	0	0					
PARATRANSIT	1	7					
Office Staff	0	0					



# STANDARD AGENCY CONTRACT

FORM A-233 (Rev. 12/18108-c)a

THIS AGREEMENT, made and entered into as of this _____ day of _____ by and between			
<b>Jefferson Partners L.P.</b> <b>d/b/a Jefferson Lines</b> <b>2100 E 26<sup>th</sup> Street</b> <b>Minneapolis, MN 55404</b>  And/or ITS SUCCESSORS AND ASSIGNS <small>PARTY OF THE FIRST PART HEREINAFTER CALLED COMPANY</small>	And	<b>Bis-Man Transit</b> <b>3750 East Rosser Avenue</b> <b>Bismarck, ND 58501</b>  <small>PARTY OF THE SECOND PART, HEREINAFTER CALLED AGENT</small>	
COMPANY AGREES To pay Agent the following commissions starting November 1, 2023 the following:			
(1)	On transportation charges collected by Agent from sale of tickets, except as hereinafter provided.	N/A	
(2)	On transportation charges collected by Agent from the sale of commutation tickets or books or other multiple ride tickets	N/A	
(3)	On transportation charges for express shipments, whether prepaid, collect, received from the consignor at Agent's Station.	N/A	
(4)	On transportation charges for express shipments, whether prepaid, collect, delivered to the consignee at Agent's Station.	N/A	
(5)	On PTO honored prepared by Agent	N/A	
(6)	On excess baggage/excess value charges collected by Agent	N/A	
(7)	Operating fee of \$36,000 annually provided to Bis-Man Transit from Jefferson Lines in exchange for staffing the depot and ticket counter. Bis-Man Transit will provide staff at a rate of 4 hours per day, 7 days per week.  An increase of 3% will be added to this flat fee after 12 months, and after each 12 months consecutively following.	\$3,000 Monthly	
a) As used in this section. The term "charges" does not include any taxes collected in addition to the tariff charges or selling price. b) To permit Agent to deduct commissions to which he is entitled under (A) of this section from the Company funds in his possession when making remittances as provided in paragraph (E) of Section II			

## II. AGENT AGREES

A. To sell such services as Company may supply, for Company and its affiliated and connecting carriers at lawfully published tariff rates, and to furnish the public any information contained in tariffs, bulletins, circulars, and literature insofar as the same is applicable to transportation of passengers or handling of baggage, express or United States mail by Company and its affiliated and connecting carriers.

B. To furnish for the transaction of Company business and the accommodation and comfort of its patrons, suitable waiting room or space, and adequate sanitary toilet facilities, together with convenient facilities for the sale of tickets and the handling of baggage and express; to maintain the said waiting room or space and facilities, together with all driveways, walks, approaches and premises appurtenant thereto, in a clean sanitary and safe condition at all times, and to reimburse and hold harmless Company from any and all expenses incurred and/or claims arising directly or indirectly from any neglect or failure to so maintain the said waiting room, space, facilities or appurtenant premises.

C. To properly protect baggage, express and assume full liability for the damage or loss thereof while under Agent's care or supervision; and to reimburse Company for payments made or expenses incurred by Company by reason of loss or damage as aforesaid.

D. To be liable for all charges for transportation services sold regardless of collection of such charges. To be liable for, protect and always segregate, and not commingle with the funds of Agent or others, any and all money and/or property of the Company in the care or under the supervision of Agent and to reimburse Company for any loss or damage to such money and/or property. The title to tickets and proceeds thereof and of all other moneys collected for Company shall be always in the Company, it being the intention of this agreement that the Agent shall always be in the person of trustee and fiduciary of the same for the Company.

E. To render reports of the Company daily and to remit payment daily or at such other times as may hereinafter be prescribed by the Company, all monies belonging to the Company or collected for the account of the Company.

F. To provide the following without charge:

- 1) Handle newspaper and express shipments made under regular contract.
- 2) Issue tickets in exchange for tickets or ticket orders issued by another agent, connecting carrier's agent, or the Company.

G. To permit authorized representatives of Company during reasonable hours, to inspect and check all property of Company, and inspect and audit all records and accounts pertaining to the business of Company, kept or supervised by Agent and to permit such authorized representatives, at their discretion to collect all moneys belonging to Company in the possession of the Agent.

H. To properly file and maintain all tariffs, time schedules, circulars and bulletins furnished by Company, and to furnish to

the public complete and accurate information in accordance therewith.

I. To place and maintain sign or signs designating the aforesaid premises as a ticket agency for the Company and affiliated carriers.

J. That the title of all station equipment, signs, etc. furnished to the Agent shall be always in the Company and Agent will return said property or pay for its value upon the termination of this agreement. Upon the termination of this agreement the Agent will permit a representative of the Company to remove all signs, decals, and any other evidence of the sale of tickets and any other services which might lead the public to believe that Agent is still the Agent for the Company.

K. At Agent's expense, and upon Company's request, to permit Company to install its own telephone number(s) and to have its own listing in all directories, it being always clearly understood and agreed by Agent that said telephone number(s) shall be the Company and that Company shall have the exclusive right, privilege, possession and use thereof. Upon termination of this Agreement, for any reason, Company shall have the absolute right to transfer said telephone number(s) to any other facility. Further, the Agent shall be responsible for and agrees to pay all charges incurred in connection with the use of any such telephone number(s) during the term of this Agreement.

L. To remove from the telephone directory or any other advertising medium any listing or reference to the fact that he is Agent for the Company as soon as possible upon notice of termination of this agreement and to cooperate fully in referring any inquiries about Company's services per the Company's instructions.

M. That in case suit is instituted to collect any money due hereunder on default in payment by Agent, to pay to Company any expense incurred by Company in instituting and prosecuting such suit, including such additional sum for attorney's fees as the court may adjudge reasonable in said suit. Agent agrees to and does hereby waive all benefits or relief from all appraisements, valuation and exemption laws now or hereafter enacted in any state.

N. Agent specifically authorized Company to deduct from any money that may be due Agent hereunder the compensation previously allowed Agent on tickets or transportation charges subsequently refunded to patrons and also the full amount of any payment or payments made or expenses incurred by company by reason of loss of or damage to baggage and/or express chargeable to Agent; and Agent hereby contracts and agrees to pay to Company on demand any deficiency that may accrue with respect to such adjustments, refunds, losses, or damages.

O. When applicable, to pay his covered employees in compliance with the Fair Labor Standards Act and to maintain adequate and accurate records of their hours, rates of pay and other conditions of employment as required by the Act and Regulations Part 516.

P. Not to use the words; "Jefferson Lines" as part of the Agent's business name for any purpose. Agent acknowledges that the words "Jefferson Lines" together with the various symbols slogans, logos, and the like (Marks) of Jefferson Partners L.P., d/b/a Jefferson Lines, are special and unique assets of Jefferson Partners LP. The use of Marks under this Agreement is for the purpose of distinguishing the services of Jefferson Partners only. Agent may use Marks only as an aid in informing the public where Jefferson Lines' services may be purchased, and that Agent is authorized to sell Jefferson Lines' services. Agent shall not use Marks to identify Agents services or in any other way except as specifically authorized herein.

Q. That the Agent is responsible for safeguarding and accounting for all tickets and bus bills, assigned and entrusted to it for sale to customers. In the event that any tickets or bus bills cannot be accounted for at the time Agent is required to make one of his regularly scheduled reports to Company, the Company, if duly informed of any such missing tickets or bus bills agrees to cooperate with Agent with a view to ascertaining whether or not such missing tickets or bus bills were in fact, sold; PROVIDED, HOWEVER, that such cooperation shall not embrace any out-of-pocket expenses to and/or the expenditures of undue time and effort by the Company. In the event that any such missing tickets and/or bus bills assigned and entrusted to Agent cannot be successfully located and discovered as having been sold, then it is agreed that the Account shall be settled by Agents paying to Company an amount for each missing ticket or bus bill equal to the average sale price for that ticket form or bus bill actually sold by Agent during the month the missing ticket or bus bill would have been so sold. In the case of tickets infrequently sold by the Agent, the average sale prices will be determined by using the last sales of that form.

R. Unless specifically authorized in writing by Company, with respect to routes served by the Company to and from, Agent agrees to perform the services set forth in this Article II solely for Company or for persons affiliated with Company and for no other persons.

### III. IT IS MUTUALLY AGREED

A. That payment aforesaid shall constitute full and complete compensation to Agent for all facilities furnished and services rendered by Agent.

8. The Company reserves no control over the Agent or any of its employees, subordinates, or associates, as to how the facilities involved in this contract should be furnished or the services here involved should be performed. Agent shall limit his activities for the Company to the consummation of the results herein specified. Agent, shall have no power to bind the Company by contract or otherwise except as herein provided as to the sale of transportation for persons and/or property. The Company reserves no control whatsoever over the employment, discharge, compensation of or services rendered by any employees, subordinated, or associates of Agent. It is further expressly understood that nothing contained herein shall be deemed to require the Agent to perform in person any of the services hereby contracted for, and that if the Agent so elects, all his obligations hereunder may be performed by persons in his employ or otherwise under his control. The Company shall not be responsible for acts or omissions of said employees,

subordinates or associates and Agent agrees to save Company harmless from all liability ensued by any such act or omission.

C. The terms of this agreement shall be from the following date: and continue thereafter until terminated by at least sixty (60) days' previous notice from either party to the other, or as otherwise provided herein. Provided, however, that any default in the accounts or remittance of Agent shall be sufficient cause for Company to immediately terminate this agreement without notice and the Agent hereby authorized Company to do so in that event and provided, further, that failure to comply with the applicable minimum wages, overtime, and record keeping provisions of the Fair Labor Standards Act in the employment of his covered employees shall constitute a default under this contract and shall be sufficient cause for the Company to immediately terminate this agreement without notice and the Agent hereby authorized Company to do so in that event, and provided, further, that any violation of any other provisions of this agreement, which is not remedied within ten (10) days after notice thereof, shall also be sufficient cause for immediate termination of this agreement without further notice. All notices may be either written or be given orally by or to an official or supervisory employee of the Company.

D. It is a condition of this agreement that the company shall have the right to load and unload passengers and their baggage in its usual bus operations at the Agent's location, and in the event that at any time during the term of this agreement, the Company privilege in this respect, including the privilege to park vehicles used in common carrier service to the extent necessary to conduct operating to or from said location is restricted, denied, or otherwise prevented, whether by municipal, state or federal law, ordinance, or decree, or otherwise, the Company shall have the right to immediately terminate this agreement without notice.

The company also reserves the sole right to determine the volume of service to be operated by it to or from the city in which Agent's facility described in paragraph 8 of Section II is located or to otherwise terminate service forthwith. Accordingly it is understood and agreed that nothing in this Agreement shall constitute a representation, or an agreement of the Company with the Agent that it will schedule or designate any specific number of buses or any buses to make a stop at said city for the purpose of taking on or discharging passengers, baggage and express, but the Company does agree that those buses which it may from time to time designate to make a stop at said City for the purpose of taking on or discharging passengers there at will, during the term of an extension hereof, utilize the station of the Agent for said purposes.

E. This agreement cancels all previous contracts and agreements pertaining to the subject of commission agency between Agent and company and/or its predecessors in interest except as to unfulfilled obligations heretofore incurred, and this agreement constitutes the entire commission agency contract between the parties.

F. This agreement may not be assigned by the Agent.

G. If the Company shall, after default made by the Agent in any payment to be made by him, or in the performance of any.

covenant or agreement to be by him performed under this agreement, accept from the Agent any payment to be made by him, or the performance of any covenant or agreement to be by the Agent performed under this agreement, or if the Company after such default shall do any act or exercise any right remedy, option or election permitted by this agreement, neither the acceptances of such payment nor the acceptance of such performance, nor the doing of such act, nor the exercise of any such right, remedy, option or election shall be construed or deemed a waiver of such prior default, except only to the extent that such prior default shall be extinguished by the payment or performance so accepted by the Company.

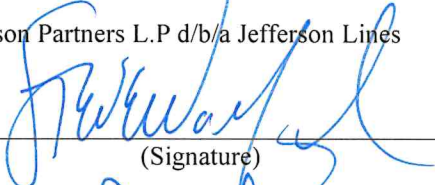
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate the day and year first hereinabove written.

Agent:

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Title)

Jefferson Partners L.P d/b/a Jefferson Lines

 8/22/23  
\_\_\_\_\_  
(Signature) (Date)

President  
\_\_\_\_\_  
(Title)





# Service Concepts Summary

Characteristics of Option	Service Alternative					
	Current – Fixed Route / Paratransit / Non-ADA Demand Response	Fixed Route / Paratransit Only	Convert to Demand Response			Elderly and Disabled Only (Operate 14 Paratransit Vehicles and Current Paratransit Hours)
			Operate 20 Vehicles for Current Paratransit Hours	Operate 20 Vehicles for Current Fixed Route Hours	Operate 14 Vehicles for Current Fixed Route Hours and Days	
Change Relative to Current Service	Retain Current 6 Fixed Routes and Retain Current Paratransit/Non-ADA Service Levels	(7 AM to 7 PM Weekdays) (8 AM to 7 PM Saturdays) (No Sunday Service) (No Holiday Service)	Same number of Vehicles as Current (14 Paratransit+6 Fixed Route)  All Riders need to Reserve Their Trip at least One Day In Advance  Reservations are First Come, First Served	Same number of Vehicles as Current (14 Paratransit+6 Fixed Route)  All Riders need to Reserve Their Trip at least One Day In Advance	Operate 14 Vehicles in Service All Riders need to Reserve Their Trip at least One Day In Advance	Elderly and Handicapped Only Reserve Trip at least One Day in Advance  (Same Number of Paratransit Vehicles)  (Same Paratransit Hours)
Current Rider Impacts (Numbers Reflect First Half of 2023 Boarding Data)	No change - 303 daily FR and 258 Para Riders Accommodated	35 riders Weekdays/Saturday 41 rides on Sunday 51 rides on Holidays Move Trip Time / Do Not Make Trip	95 Fixed Route / Paratransit Riders not Served (Daily)	140 Fixed Route / Paratransit Riders not Served Weekdays/Saturdays 41 rides on no Served Sunday 51 rides on not Served Holidays No Paratransit Priority for Service	300 Fixed Route / Paratransit Riders not Served Weekdays/Saturdays 41 rides not Served Sundays 51 rides not Served on Holidays No Paratransit Priority for Service	303 Fixed Route Riders Per Day not Served
Eligible Federal Grants	5307 / 5310 / 5339	5307 / 5310 / 5339	5307 / 5310 / 5339	5307 / 5310 / 5339	5307 / 5310 / 5339	5310 / 5339
Annual Operating/Capital Cost	\$6.8 Million (Average 2023-2029)	\$6.3 Million (Average 2023-2029)	\$6.7 Million (Average 2023-2029)	\$6.2 Million (Average 2023-2029)	\$4.9 Million (Average 2023-2029)	\$4.7 Million
Funding Gap	\$1.35 Million Operating Cash Account Depleted in 2026	\$0.98 Million Operating Cash Account Depleted in 2026/27	\$1.43 Million Operating Cash Account Depleted in 2026	\$0.9 Million Operating Cash Account Depleted in 2026/27	Closes the Gap	\$1.1 Million (Lose \$1.7 million in 5307)



August 24, 2023

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

**FROM:** Deidre Hughes, Executive Director

**SUBJECT:** Paratransit Bus Purchases

**RECOMMENDATION:** It is recommended that the Bis-Man Transit Board approve the purchase of two paratransit cutaway buses to replace buses 54 and 55. Staff also recommends decommissioning and selling bus 54 and 55, as both have exceeded their useful life in age and miles.

**BACKGROUND:** Bis-Man Transit received FY22 5339 grant funding to replace buses 54 and 55.

Both buses were received on July 1, 2012. Bus 54 has 235,393 miles, and Bus 55 has 256,475 miles.

**DISCUSSION:** The buses will be purchased from the State of North Dakota bid for fourteen passenger cutaway buses. The factory lead time for these vehicles is estimated at seven months through Davey Coach Sales, LLC. Unlike the buses they will replace, the proposed vehicles do not require a CDL.

**FINANCIAL IMPACT:** The purchase price of each bus is estimated to be \$153,500. Staff is currently working with Davey Coach to finalize pricing. The federal portion will be \$69,343 with a local match of \$84,157. Staff continues to work with NDDOT to determine if federal funding for another project can be redistributed to offset the local match required. If approved, the federal portion would rise to \$104,014, and the local portion would drop to \$49,486 per bus.

Project	Federal	Local	Total per Bus	Total Purchase
Lower Federal Match	\$69,343	\$84,157	\$153,500	307,000
<b>Total</b>	<b>\$138,686</b>	<b>\$168,314</b>		
Higher Federal Match	\$104,014	\$49,486	\$153,500	307,000
<b>Total</b>	<b>\$208,028</b>	<b>\$98,972</b>		

