



Bis-Man Transit Board Meeting

August 27, 2020, 11:30AM
3750 E Rosser Ave, Bismarck, ND/Zoom

Welcome & Introductions

Approval of Agenda

Consent Agenda

1. Previous Month's Minutes
 - a. Attachment A – July Regular Meeting
2. Financial Report
 - a. Attachment B
3. Ride Stats
 - a. Attachment C
4. Parking Lot Repair Recommendation Approval
 - a. Attachment D
5. Printing Contract Recommendation Approval
 - a. Attachment E
6. Building Lease Recommendation Approval
 - a. Attachment F
7. Employee Handbook Approval
 - a. Attachment G

Public Comment

Unfinished Business

1. Strategic Planning Location

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

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2. COVID-19 Safety Update
 - a. Attachment H

New Business (Regular Agenda)

1. CTAA Conference
 - a. Attachment I
2. Chamber of Commerce Membership Dues
 - a. Attachment J
3. FTA Discretionary Grant

Executive Director Report

1. CARES Funding Reimbursement Update
2. Community Outreach Update
3. Advertising Update
4. Contract Review Update
 - a. Attachment K

Operations Report

Standing Committee Update

1. Finance Committee Update

Ad Hoc Committee Update

1. New Route Task Force Update
 - a. Attachment L

Other Business

Adjourn

□ **The next Board Meeting will be held September 24, 2020 at 11:30am.**



Bis-Man Transit Regular Board Meeting Minutes

July 23, 2020, 11:30 A.M.

Via Zoom

| | | |
|------------|-----------------------------|--------------------------|
| Attending: | President/Shalna Laber | Vice President/Lynn Wolf |
| | Sec. /Tres. DeNae Kautzmann | Glenn Lauinger |
| | Lacey Long | Kim Stevenson |
| | Steve Heydt | Commissioner Dennis Rohr |
| | Commissioner Nancy Guy | Karel Sovak |

| | |
|----------------|----------------|
| Not Attending: | Royce Schultze |
|----------------|----------------|

| | | |
|--------|----------------|--------------|
| Staff: | Deidre Hughes | Craig Thomas |
| | Tom Reisenauer | Danae Drake |
| | Taylor Kitzan | |

| | | |
|---------|----------------|-------------------|
| Guests: | Steve Saunders | Helen Baumgartner |
| | Trevor Vannett | Mickey Teubner |

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

Approval of Agenda: Karel moved to approve the agenda. Lynn seconded the motion. Motion carried unanimously.

Consent Agenda: Lynn moved to approve the consent agenda. Kim seconded the motion. Motion carried unanimously.

Public Comment: Mickey Teubner asked about beta testing the Ecolane app and if there was anything special that needed to be done. Deidre explained that beta testing for the Ecolane app would start soon and that Mickey would be on the sign-up sheet to beta test it.

Unfinished Business:

- 1. Strategic Planning:** Deidre requested approval of Robin Thorstenson as facilitator Bis-Man Transit's Strategic Planning at a rate of \$250. Steve Heydt asked how many hours would be included in the rate, which Deidre replied that this is a flat rate. Commissioner Guy asked if Robin will just facilitate the Strategic Planning or if she will also draft it. Deidre answered that the rate Robin quoted was for all services. Deidre discussed that the tentative dates for the Strategic Planning would be September 12th or 26th and can be done remotely. Deidre will send a Doodle Poll on which date works best for a majority of The Board. Karel moved to approve Deidre's Strategic Planning request. Steve seconded the motion. Motion carried unanimously.
- 2. Lease Discussion:** Glenn discussed Lease Agreements with West River Transit and Jefferson Partners that will be ending December 31st, 2020. Glenn explained that the Finance Committee discussed renewing these agreements for another one year or three-year term, as well as increasing the rate by three percent. DeNae spoke on behalf of the Finance Committee by recommending not increasing the contract rate by three percent due to decrease in ridership related to COVID-19. DeNae also recommended, on behalf of the Finance Committee, to only renew the contracts for another year due to the building agreement with the City of Bismarck. Karel moved to approve the recommendations of the Finance Committee on the Lease Agreements with West River Transit and Jefferson Partners. Lynn seconded this motion. Motion carried unanimously.
- 3. Contract Update:** Deidre discussed that we are currently up for bid for our printing contract until August 6th. Deidre will bring bids back to The Board prior to the end of the current contract date of September 30th, 2020. Deidre explained to The Board that the Ecolane contract was between Ecolane and National Express, so she wasn't able to obtain a copy to review. Deidre discussed that

herself and Glenn will be looking through smaller contracts as time allows and will provide updates to The Board.

New Business:

1. **Check Signer:** Glenn discussed that DeNae would like to be removed from the bank accounts as a check signer and that Deidre needed to be added as a check signer. Glenn explained that he would like to remain as a check signer and asked Kim if she would like to remain as well. Kim answered yes, she would like to remain as a check signer. Glenn moved to remove DeNae as a check signer, add Deidre as a check signer, and keep himself and Kim as check signers on all Bis-Man Transit banking accounts. Lacey seconded this motion. Motion carried unanimously.
2. **Employer Paid Medical Coverage:** Glenn asked The Board to consider adding dental and vision insurance to Bis-Man Transit employee's benefit package. Glenn discussed that Deidre and Taylor agreed upon Companion Life for dental insurance and Avesis for vision insurance. DeNae recommended that The Board makes the decision of amending the Employee Handbook to reflect the addition of coverage.
 - a. **Limits:** DeNae moved that The Board would allow fifty dollars a month per employee (single plan) to cover dental and vision insurance available after 30 days of employment. Karel seconded the motion. Motion was rescinded. Karel moved to approve dental and vision insurance coverage at a rate of \$82 monthly for employee and their spouse. Lacey seconded the motion. Karel amended his original motion to accept vision and dental insurance for staff plus one at a rate set annually by The Board available after 30 days of employment and that the employee policy be amended as necessary. Lacey seconded this motion. Motion carried unanimously.

DeNae moved to cap the vision and dental insurance at the rate of \$82 monthly for 2020 and to review the rate annually at budget cycle. Karel seconded the motion. Motion carried unanimously.

DeNae moved that The Board adopts both Companion Life dental plan and Avesis vision plan. Glenn seconded the motion. Motion carried unanimously.

Executive Director Report:

1. **Staffing Update:** Deidre discussed that Mike Mundahl will be starting as the Marketing and Mobility Specialist on Monday, August 3rd.
2. **Community Outreach:** Deidre discussed that we will be participating in the BisMarket event on August 15th, as well as all of the Orientation Days at the colleges. Deidre asked The Board that if there are any other Community

Outreach events we should be participating in, to please bring those to her attention.

3. **Routematch Update:** Deidre emailed a letter that Seth Thompson from Vogel Law Firm had drafted in reference to the termination of the Routematch contract on October 31st, 2020. Once this letter is received by Routematch, a request for proposal of a new bid can be established for our automatic vehicle location software and automated passenger counter. Deidre discussed the procurement process with The Board and that if any Board Member would like to see the RFP before it is submitted, she is able to share that.
4. **COVID-19 Safety Update:** Deidre discussed how business has been at the transit facility since allowing the public to enter for business again. Deidre also discussed the different methods that riders can purchase tickets, and that the new Ecolane app will allow diminishing balances for paratransit riders.

Commissioner Rohr asked about the 24-hour notice for paratransit rides and how strict that policy is. Deidre answered that paratransit cannot run as a taxi service in the regard of providing same-day rides. Our current operation process and staffing does not allow for rides to be booked same day.

Operations Report: Craig discussed that the operations team are continuing to practice the safety measures that they have in place due to COVID-19. Craig also discussed that hand sanitizer is now fixated in the passenger compartment of the vehicles and that safety meetings for the operations staff have resumed.

Standing Committee Update

1. **Finance Committee Update:** No other business that wasn't previously discussed.

Ad Hoc Committee Update

1. **New Route Task Force:** Deidre discussed that a survey has been sent out to the public on recommendations of the new fixed routes. Once the results are back, the New Route Task Force can move forward with the implementation of the new fixed routes. Helen asked Deidre what means of communication that the survey was distributed. Deidre answered through the survey is available through an online link as well as a paper copy. Deidre mentioned that this Task Force will be meeting bi-weekly.

Other Business: No other business.

Meeting adjourned at 12:30 P.M.



July 2020

MONTHLY REPORT

| | Month | YTD | PY Month | PY YTD | % INC/DEC OVR PYM | % INC/DEC OVR PYTD |
|-------------------------|-----------|----------------|------------|--------------|----------------------|-----------------------|
| RIDERSHIP | | | | | | |
| FIXED ROUTE | 4,343 | 32,456 | 8,351 | 61,080 | -47.99% | -46.86% |
| PARATRANSIT | 6,102 | 41,603 | 9,153 | 64,469 | -33.33% | -35.47% |
| Total | 10,445 | 74,059 | 17,504 | 125,549 | -40.33% | -41.01% |
| | | | | | | |
| FR AVG. DAILY BOARDINGS | 167.04 | | | | | |
| DR AVG. DAILY BOARDINGS | 196.84 | | | | | |
| | | | | | | |
| | | | Pass./Hour | Pass./Hour | Pass./Hour | |
| | | | | | | % INC/DEC OVR PYTD |
| REVENUE HOURS | Month | YTD | Month | YTD | PY YTD | PY YTD |
| FIXED ROUTE | 1,804.35 | 9,539.53 | 2.41 | 3.40 | 5.03 | 12,144.1 |
| PARATRANSIT | 2,564.11 | 17,169.03 | 2.38 | 2.42 | 2.80 | 23,033.0 |
| Total | 4,368.46 | 26,708.56 | 2.39 | 2.77 | 3.6 | 35,177.1 |
| | | | | | | |
| | | | Pass./Mile | Pass./Mile | | |
| | | | | | | % INC/DEC OVR PYTD |
| REVENUE MILES | Month | YTD | Month | YTD | PY YTD | |
| FIXED ROUTE | 28,999 | 157,534 | 0.15 | 0.21 | 200,943 | -21.60% |
| PARATRANSIT | 33,118.50 | 224,496.05 | 0.18 | 0.19 | 308,938 | -27.33% |
| Total | 62,117.50 | 382,030.05 | 0.33 | 0.39 | 509,881 | -25.07% |
| | | | | | | |
| | | | | | % INC/DEC OVR PYM | % INC/DEC OVR PYTD |
| ON TIME PERFORMANCE | Month | YTD | PY Month | PY YTD | | |
| FIXED ROUTE | 90.38% | 84.67% | 75.21% | 79.78% | 20.17% | 6.13% |
| PARATRANSIT | 99.00% | 98.40% | 98.00% | 96.00% | 1.02% | 2.50% |
| | | | | | | |
| RIDERSHIP PER ROUTE | | | | | | % INC/DEC OVR PYM |
| ROUTE | Month | YTD | | PY Month | | |
| BLACK | 820 | 6314 | | 1547 | | -47.0% |
| BLUE | 809 | 6237 | | 1574 | | -48.6% |
| GREEN | 481 | 4386 | | 930 | | -48.3% |
| RED | 946 | 6399 | | 1774 | | -46.7% |
| BROWN | 628 | 4671 | | 1363 | | -53.9% |
| PURPLE | 659 | 4446 | | 1163 | | -43.3% |
| U-Mary | 0 | 673 | | 125 | | -100.0% |
| | | | | | | |
| ACCIDENTS | Month | Month at Fault | YTD | YTD at Fault | | |
| FIXED ROUTE | 0 | 2 | 3 | 0 | | |
| PARATRANSIT | 1 | 1 | 4 | 4 | | |
| SERVICE VEHICLE | 0 | 0 | 0 | 0 | | |
| | | | | | | |
| COMPLAINTS | Month | YTD | | | | |
| FIXED ROUTE | 2 | 14 | | | | |
| PARATRANSIT | 3 | 18 | | | | |
| | | | | | | |
| COMPLIMENTS | Month | YTD | | | | |
| FIXED ROUTE | 0 | 1 | | | | |
| PARATRANSIT | 3 | 16 | | | | |
| Office Staff | 1 | 4 | | | | |

D



August 27, 2020

TO: Bis-Man Transit Board of Directors

FROM: Deidre Hughes, Executive Director

SUBJECT: Parking Lot Repair Recommendation

BACKGROUND: The Bis-Man Transit Board received 5339 grant funds for the repair of facility parking lot.

DISCUSSION: Bis-Man Transit enlisted the help of City of Bismarck Engineering Department to determine what repairs were needed. This department also assisted with the request for proposal process. The project was split in two parts, asphalt repair and concrete repair. The concrete repair pricing came back with one quote which was significantly higher than expected. The asphalt repair came back, with two quotes with Strata Corporation proposing the lower of the two at \$49,114.77.

FINANCIAL IMPACT: We were awarded a 5339 grant to fund this project. With the cost of design and construction management for the project, the estimated total is \$54,026. 10% (\$4,911.48) of the project total will be billed to Bis-Man Transit for their assistance with design and construction management by the City of Bismarck Engineering Department. The local match of this project is \$10,805.20. It is recommended by the City of Bismarck Engineering Department that the concrete repairs be handled on an as need basis.

RECOMENDATION: Staff recommends approval of the quote from Strata Corporation for \$49,114.77 for asphalt repair. Staff also recommends that the concrete repair from Knife River quote is declined. Concrete repair will be contracted on an as need basis with the help of the City of Bismarck.



Engineering Department

August 5th, 2020

Deidre Hughes
Executive Director
Bis-Man Transit
3750 E Rosser Ave
Bismarck, ND 58501

Subject: Bis-Man Transit Parking Lot Improvement Project
Bid Review and Recommendation of Award

Ms. Hughes,

Per our discussion yesterday, bids were received and opened on Monday August 3rd for the Bis-Man Transit Parking Lot Improvement Project. The work was divided into two parts: Part A – Asphalt Repair and Part B – Concrete Repair, with a separate contract to be awarded for each part.

Two bids were received for Part A, one from Strata Corporation and one from Zimmerman Contracting, with Strata being the lowest bidder. One bid was received from Knife River for Part B.

| <u>Bidder</u> | <u>Part A - Asphalt</u> | <u>Part B - Concrete</u> |
|---------------|-------------------------|--------------------------|
| Strata Corp. | \$49,114.77 | |
| Zimmerman | \$55,319.53 | |
| Knife River | | \$68,226.60 |

The bids have been reviewed for accuracy and to ensure they have the necessary supporting documentation. A summary of the bids is included in this letter for you as well.

Unfortunately, the bids were quite higher than expected and it is our understanding that the Bis-Man Transit Authority has limited grant funds available to complete the work, and that amount would not be enough given the bid amounts received. As discussed previously, we feel that pursuing the asphalt work and eliminating, or reducing, the concrete work is in the best interest of the Bis-Man Transit Authority.

Gabriel J. Schell, PE, City Engineer

Phone: 701-355-1505 • TDD: 711 • Fax: 701-222-6593 • 221 N. Fifth St. • PO Box 5503 • Bismarck, ND 58506-5503
Email: bisengd@bismarcknd.gov • www.bismarcknd.gov

Therefore, we are recommending award to Strata Corporation in the amount of \$49,114.77 for Part A – Asphalt Repair. For Part B – Concrete Repair, our recommendation is to reject the bid from Knife River Corporation.

If the Bis-Man Transit Authority decides to reject the bid from Knife River for the concrete work, it would be our recommendation to reduce the scope of the concrete repairs to include only the most important areas, and seek quotes for the work directly. This would allow you to avoid the bidding process and utilize any remaining amounts available in grant funds after the asphalt work. We can assist you if that is the direction you wish to proceed.

Please let us know if you have any questions. Thank you.



Aaron Schmidt, P.E.
Project Engineer

SUMMARY OF BIDS**- 0 Facility Project No. 2020 A - Asphalt****Bids Received: 08/03/2020****Bis-Man Transit Parking Lot Maintenance & Repair****Unit No. 1 BIS-MAN TRANSIT PARKING LOT MAINTENANCE - ASPHALT****Bidder No. 1
Strata Corp****Bidder No. 2
Zimmerman Construction
Inc.****Grand Forks****Minot**

| <u>Item No.</u> | <u>Description</u> | <u>Units</u> | <u>Quantity</u> | <u>Price</u> | <u>Total</u> | <u>Price</u> | <u>Total</u> | <u>Price</u> | <u>Total</u> |
|------------------------|--|--------------|-----------------|--------------|--------------------|--------------|------------------|--------------|------------------|
| 202-4.1 | UNCLASSIFIED EXCAVATION | CY | 13.50 | 60.00 | 810.00 | 75.00 | 1,012.50 | 160.00 | 2,160.00 |
| 205-4.12 | DRAINAGE STRUCT. INLET FILTER | EA | 3.00 | 150.00 | 450.00 | 200.00 | 600.00 | 200.00 | 600.00 |
| 302-4.3A | BLENDED BASE | TON | 26.80 | 33.00 | 884.40 | 42.50 | 1,139.00 | 70.00 | 1,876.00 |
| 401-6.31 | AC PATCH (FAA 41) | TON | 22.20 | 185.00 | 4,107.00 | 275.00 | 6,105.00 | 525.00 | 11,655.00 |
| 403-4.2 | BLOTTER SAND | TON | 9.00 | 36.14 | 325.26 | 80.00 | 720.00 | 17.75 | 159.75 |
| 405-8.2 | RUBBERIZED ASPH. SEALANTS | LF | 5,074.00 | 0.53 | 2,689.22 | 0.68 | 3,450.32 | 0.80 | 4,059.20 |
| 1206-4.1 | ADJ MANHOLE CASTING-ASPH PVMT | EA | 1.00 | 300.00 | 300.00 | 1,200.00 | 1,200.00 | 1,125.00 | 1,125.00 |
| 1207-4.2 | GEOTEXTILE REINF FABRIC | SY | 80.00 | 5.25 | 420.00 | 8.50 | 680.00 | 7.75 | 620.00 |
| 1210-4.1 | PVMT MRKNG PAINTED - 4" LN | LF | 995.00 | 0.55 | 547.25 | 1.05 | 1,044.75 | 0.83 | 825.85 |
| 1210-4.14 | PVMT MRKNG PAINTED - MESSAGE | SF | 56.00 | 7.50 | 420.00 | 8.50 | 476.00 | 4.35 | 243.60 |
| SP NO. 5 | DEPRESSED ASPHALT CRACK LEVELING (NUVC | LB | 2,272.00 | 4.00 | 9,088.00 | 3.85 | 8,747.20 | 2.90 | 6,588.80 |
| SP NO. 6 | SITE PREPARATION | SY | 5,985.00 | 0.30 | 1,795.50 | 0.50 | 2,992.50 | 0.15 | 867.83 |
| SP NO. 6 | BITUMINOUS SURFACE SEAL | SY | 5,985.00 | 0.80 | 4,788.00 | 3.50 | 20,947.50 | 4.10 | 24,538.50 |
| Unit Subtotals: | | | | | \$26,624.63 | | 49,114.77 | | 55,319.53 |

Project Subtotals:

| | | |
|---------------------|--------------------|--------------------|
| Bidder No. 1 | \$26,624.63 | \$49,114.77 |
| Bidder No. 2 | \$26,624.63 | \$55,319.53 |

SUMMARY OF BIDS**- 0 Facility Project No. 2020 B - Concrete****Bids Received: 08/03/2020****Bis-Man Transit Parking Lot Maintenance & Repair****Unit No. 1 Bis-Man Transit Parking Lot Maintenance - Concrete****Bidder No. 1
Knife River Corp.**

| | | | | | | Bismarck | |
|---------------------------|-------------------------------|--------------|-----------------|--------------|----------------------------------|-----------------|----------------------------------|
| <u>Item No.</u> | <u>Description</u> | <u>Units</u> | <u>Quantity</u> | <u>Price</u> | <u>Total</u> | <u>Price</u> | <u>Total</u> |
| 202-4.1 | UNCLASSIFIED EXCAVATION | CY | 3.50 | 60.00 | 210.00 | 150.00 | 525.00 |
| 205-4.12 | DRAINAGE STRUCT. INLET FILTER | EA | 2.00 | 150.00 | 300.00 | 150.00 | 300.00 |
| 302-4.3A | BLENDED BASE | TON | 7.00 | 33.00 | 231.00 | 145.00 | 1,015.00 |
| 1206-4.15 | ADJUST MH CASTING-CONCRETE | EA | 2.00 | 300.00 | 600.00 | 520.00 | 1,040.00 |
| 1207-4.2 | GEOTEXTILE REINF FABRIC | SY | 21.00 | 5.25 | 110.25 | 60.00 | 1,260.00 |
| 1210-4.1 | PVMT MRKNG PAINTED - 4" LN | LF | 1,064.00 | 0.55 | 585.20 | 2.00 | 2,128.00 |
| 1210-4.14 | PVMT MRKNG PAINTED - MESSAGE | SF | 8.00 | 7.50 | 60.00 | 10.00 | 80.00 |
| SP NO. 81 | SPALL REPAIR - PARTIAL DEPTH | SF | 229.00 | 60.00 | 13,740.00 | 175.00 | 40,075.00 |
| SP NO. 81 | FULL-DEPTH REPAIR | SF | 211.00 | 15.00 | 3,165.00 | 50.00 | 10,550.00 |
| SP NO. 81 | JOINT SEALING | LF | 3,882.00 | 2.75 | 10,675.50 | 2.55 | 9,899.10 |
| SP NO. 81 | RANDOM PCC CRACK CLEAN & SEAL | LF | 333.00 | 2.50 | 832.50 | 1.50 | 499.50 |
| SP NO. 81 | RANDOM PCC CRACK WIDEN & SEAL | LF | 95.00 | 5.75 | 546.25 | 9.00 | 855.00 |
| Unit Subtotals: | | | | | <u>\$31,055.70</u> | | <u>68,226.60</u> |
| Project Subtotals: | | | | | | | |
| | | | | | <u><u>\$31,055.70</u></u> | | <u><u>\$68,226.60</u></u> |
| Bidder No. 1 | | | | | | | |



MEMO

August 27, 2020

TO: Bis-Man Transit Board of Directors

FROM: Deidre Hughes, Executive Director

SUBJECT: Printing Services

Bis-Man Transit issued an Invitation for Bid for printing services on July 17, 2020 with bids due August 6, 2020. The last bid process for printing services was completed in 2019. Three bids were received. (United Printing, Image Printing, and the Printers). Image Printing provided quotes for current contract, as well as two additional one-year options. Given the amount of printing that will be necessary for upcoming route changes, Image Printing provided the lowest cost option. It is recommended that we enter into a one-year contract with Image Printing with a start date of October 1, 2020.

| Item- Image Printing | Min/Contract | Max/Contract | Min Cost | Max Cost |
|-----------------------|--------------|--------------|-------------------|--------------------|
| Route Map/Rider Guide | 2500 | 20000 | \$1,988.94 | \$8,651.48 |
| Flat Maps | 1 | 60 | \$50.00 | \$2,280.00 |
| Punch Cards | 2500 | 30000 | \$196.52 | \$1,513.77 |
| One Way Full | 500 | 5000 | \$129.27 | \$618.06 |
| One Way Reduced | 500 | 5000 | \$116.82 | \$574.09 |
| Totals | | | \$2,481.55 | \$13,637.40 |

| Item- United Printing | Min/Contract | Max/Contract | Min Cost | Max Cost |
|-----------------------|--------------|--------------|-------------------|--------------------|
| Route Map/Rider Guide | 5000 | 20000 | \$1,892.00 | \$8,931.18 |
| Flat Maps | 1 | 60 | \$104.00 | \$3,438.14 |
| Punch Cards | 2500 | 30000 | \$116.32 | \$1,096.44 |
| One Way Full | 500 | 5000 | \$72.40 | \$452.93 |
| One Way Reduced | 500 | 5000 | \$72.40 | \$452.93 |
| Totals | | | \$2,257.12 | \$14,371.62 |

| Item - The Printers | Min/Contract | Max/Contract | Min Cost | Max Cost |
|-----------------------|--------------|--------------|-------------------|--------------------|
| Route Map/Rider Guide | 5000 | 20000 | \$3,386.00 | \$11,224.00 |
| Flat Maps | 1 | 60 | \$45.00 | \$780.00 |
| Punch Cards | 2500 | 30000 | \$387.00 | \$2,094.00 |
| One Way Full | 500 | 5000 | \$194.00 | \$645.00 |
| One Way Reduced | 500 | 5000 | \$194.00 | \$645.00 |
| Totals | | | \$4,206.00 | \$15,388.00 |

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

3750 East Rosser Avenue, Bismarck, ND 58501 P: (701) 258-6817 F: (701) 258-6752 www.bismantransit.com



August 27, 2020

TO: Bis-Man Transit Board of Directors

FROM: Deidre Hughes, Executive Director

SUBJECT: Building Lease Agreements

RECOMENDATION: Staff recommends approval of the one-year lease extensions for West River Transit and Jefferson Lines.

BACKGROUND: Bis-Man Transit has been renting office space to West River Transit and Jefferson Lines for several years. As the contract between Bis-Man Transit and City of Bismarck will be expiring December 31, 2021, it was the recommendation of the Board of Directors to provide West River Transit and Jefferson Lines, lease options that expired at the same time.

DISCUSSION: Minor changes to the current leases. A rate increase will be waived for the current leases, due to the financial impacts of COVID-19. Additionally, verbiage was included that would prevent Jefferson Lines from terminating the building lease and continuing the agency lease, which requires staffing be provided for the Bus Depot.

FINANCIAL IMPACT: The annual lease amount for West River for the contract year of 2021 is \$10,988.92. The lease amount for Jefferson Lines for the contract duration of November 1, 2020 to December 31, 2021 is \$27,150.62.

LEASE AGREEMENT

This lease agreement is made and entered into effect the 1st day of November, 2020

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, 2020 and ending on December 31, 2021.

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, an annual sum of \$27,150.62 payable at the rate of \$1,939.33 per month.

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.

3.03 Due to the economic effects of COVID-19, the LANDLORD has chosen to defer an annual increase for this lease agreement. Future leases may not qualify for this deferment.

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 or 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 26th St

Minneapolis, MN 55404

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 _____

From: [Bob Musil](#)
To: ["Deidre Hughes"](#)
Subject: New Lease with Jefferson Lines
Date: Wednesday, August 19, 2020 1:34:22 PM
Attachments: [jl2020100_a1949579-c112-4722-8fe5-fa3ab60839b6.png](#)

Deidre, just a quick note to let you know our President and CEO is good with the edits you have suggested (highlighted in yellow on the lease draft) to the new lease. I believe you wanted to know this by today in order to get your board packets prepared. Please let me know if you have any questions.

-Bob-

Bob Musil
Business Development Manager
bobm@jeffersonlines.com
612.790.8254 Direct



Your #1 Bus Experience for 100 Years
www.JeffersonLines.com | (800) 451-5333

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LEASE AGREEMENT

This lease agreement is made and entered into effect the 1st day of January 2021.

By and between Bis-Man Transit Board, referred to in this document as “LANDLORD.” And WEST RIVER TRANSIT, 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 930sq. ft. of office space and 858 sq. ft of indoor parking space, 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 January 1, 2021 and ending on December 31, 2021.

ARTICLE II

USE OF LEASED PREMISES

2.01 The TENANT shall use the leased premises solely for the purpose of office, maintenance, 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, an annual sum of \$10,988.92 payable at the rate of \$915.74 per month.

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.

3.03 Due to the economic effects of COVID-19, the LANDLORD has chosen to defer an annual increase for the current lease duration. Future leases may not qualify for this deferment.

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.

LANDLORD, at its discretion, may assist financially in the cost of unnecessary improvements to the leased space requested by TENANT. Requests for financial assistance and to make said changes must have approval prior to the start of work.

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. If the need arises to reserve public spaces, arrangements must be made with the LANDLORD.

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.

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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 is obligated to repair and maintain 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.

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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.

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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.

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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.

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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: West River Transit.

3750 E. Rosser Ave.

Bismarck, ND 58501

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 be 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.

Date: _____

LANDLORD:

BIS-MAN TRANSIT BOARD

BY: _____

ITS _____

ATTEST: _____

TENANT:

WEST RIVER TRANSIT

BY: _____

ITS _____

From: [Carol Anderson](#)
To: ["Deidre Hughes"](#)
Subject: RE: West River Lease Agreement
Date: Tuesday, August 11, 2020 2:13:19 PM
Attachments: [image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)
Importance: High

Deidre, the lease agreement looks fine and WRT is in agreement.
Thank you,
Carol Anderson, WRT Director

From: Deidre Hughes [mailto:dhughes@bismantransit.com]
Sent: Monday, August 10, 2020 1:23 PM
To: 'Carol Anderson' <westriver.bisman@midconetwork.com>
Subject: RE: West River Lease Agreement

That will work! It shouldn't take more than 15 minutes.

Thanks!

Deidre Hughes

Executive Director

Bis-Man Transit

p: 701.258.6817 m: 701.516.0193

f: 701.258.6752

a: 3750 E Rosser Ave
Bismarck, ND 58501

w: bismantransit.com e: dhughes@bismantransit.com



From: Carol Anderson <westriver.bisman@midconetwork.com>
Sent: Monday, August 10, 2020 1:18 PM
To: 'Deidre Hughes' <dhughes@bismantransit.com>
Subject: RE: West River Lease Agreement

Sure, I could tomo after 1:00, does that work?
Carol

From: Deidre Hughes [<mailto:dhughes@bismantransit.com>]
Sent: Monday, August 10, 2020 1:12 PM
To: westriver.bisman@midconetwork.com
Subject: West River Lease Agreement

Hi Carol,

Would you have time to go over the lease extension for 2021 sometime this week? There aren't many changes but I just want to make sure we are on the same page before I present it to the Board the end of the month.

Thanks!

Deidre Hughes

Executive Director

Bis-Man Transit

p: 701.258.6817 m: 701.516.0193

f: 701.258.6752

a: 3750 E Rosser Ave
Bismarck, ND 58501

w: bismantransit.com e: dhughes@bismantransit.com





August 27, 2020

TO: Bis-Man Transit Board of Directors

FROM: Deidre Hughes, Executive Director

SUBJECT: Employee Handbook

BACKGROUND: Due to changes in employee benefits, staff was tasked with updating the employee handbook, previously implemented October 18, 2017.

DISCUSSION: Throughout the process of updating the benefit portion of the employee handbook, a number of additional errors were discovered. Staff worked with a Board Members and referenced other agencies handbooks to address the errors. Major corrections are highlighted in the attached document as well as listed below.

- Benefits begin 30 days after employment.
- IRA effective January 1, 2021 for all employees 30 days after employment
- Vacation leave rollover changed from March 31st to December 31st. This aligns wit sick leave rollover. Extension of vacation leave may be granted by Board.
- Holiday pay regulations revised to allow staff to use vacation before or after the holiday while still being paid.
- Leave donation clarified. Types of leave are also defined
- Merit increase will be effective January 1, following employee evaluations in December.
- Flex-time Policy was added to the document.
- Bonuses are now addressed. This is a requirement for FTA compliance.
- Network policy was clarified.
- Smoking policy was clarified.
- Per diem rates will now use Federal GSA.
- Other changes to the document include spelling errors and "Department Head/Supervisor" phrasing.

RECOMMENDATION: Staff recommends approval of the Employee Handbook as presented. As additional policies are needed, amendments will be included in the handbook and distributed to staff.

**BIS-MAN TRANSIT
EMPLOYEE HANDBOOK**
(8/27/2020)

WELCOME

Welcome to Bis-Man Transit!

This Employee Handbook was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees are required to read the Employee Handbook and be familiar with its contents. Any questions about this handbook should be directed to management.

Public transportation is a critical component to building social and economic growth in the Bismarck-Mandan area. Bis-Man Transit transports people to work, school, healthcare, shopping and recreation and our employees that provide these services that our customers and community rely upon. Take pride in knowing that you are joining a team that drives growth and success for Bis-Man Transit and the community.

Your employment at Bis-Man Transit will be challenging, enjoyable and rewarding. We are excited to have you with us and wish you every success here!

Deidre Hughes
Executive Director

EMPLOYMENT

AT WILL STATEMENT: Your employment with Bis-Man Transit is a voluntary one and is subject to termination by you or Bis-Man Transit at will, with or without cause, and with or without notice, at any time. Nothing in these policies shall be interpreted to be in conflict with or to eliminate or modify in any way the employment-at-will status of Bis-Man Transit employees.

This policy of employment-at-will may not be modified by any officer or employee and shall not be modified in any publication or document. The only exception to this policy is a written employment agreement approved at the discretion of the Executive Director or Board of Directors, whichever is applicable.

These personnel policies shall not be construed to be a contract between Bis-Man Transit and its employees. Bis-Man Transit reserves the right to amend, revise, or delete any of the policies herein.

EVALUATION PERIOD: The first three (3) months of employment and the first three (3) months after a transfer to a new position shall be considered an evaluation period. The evaluation period is a time for Bis-Man Transit to determine whether the employee is an appropriate match for the position. It is also a time for the employee to determine if the job is suitable to the employee. Bis-Man Transit in its discretion may extend the evaluation period thirty (30) days. Bis-Man Transit retains the right to terminate employment or return an employee to a prior position or comparable position at any point during or upon conclusion of the evaluation period. Completion of the evaluation period shall not confer any enforceable or contractual right to continued employment.

EQUAL EMPLOYMENT OPPORTUNITY: As a matter of policy, Bis-Man Transit requires all aspects of the employment relationship, training and promotions, and all personnel actions to be based on individual merit and individual capabilities. Bis-Man Transit shall not discriminate on the basis of race, religion, color, national origin, sex, sexual orientation, age, or disability, marital status, military status, unfavorable discharge from military service (except dishonorable), or any other protected status under applicable local, state or federal law. This policy applies to recruitment, hiring, compensation, promotion, transfer, disciplinary action, discharge, training, and all other terms, conditions and privileges of employment.

Bis-Man Transit will provide a reasonable accommodation to employees with a disability upon request, provided accommodation does not present an undue hardship. Reasonable accommodation generally involves modification or adjustment of a job, employment practice, or the work environment which makes it possible for an individual with a disability to perform the essential functions of the employee's job. An employee who believes he or she requires accommodation should contact the Executive Director. Consideration of such requests may entail an interactive dialogue over the requested accommodation. As part of the interactive process, Bis-Man Transit may request the employee to provide certain medical information related to the employee's ability to perform the essential job functions with or without reasonable accommodation.

CATEGORIES OF EMPLOYEES

For purposes of salary administration and eligibility for overtime payments and employee benefits, Bis-Man Transit classifies its employees and other workers as follows:

A) Full-time employees- Employees hired to work Bis-Man Transit's full-time (36) hour workweek on a regular basis. Such employees may be "exempt" or "nonexempt" as further defined.

B) Part-time employees- Employees hired to work fewer than thirty (36) hours per week on a regular basis. Such employees may be "exempt" or "nonexempt" as defined below.

C) Temporary employees- Employees engaged to work full time or part time on Bis-Man Transit's payroll with the understanding that their employment will be terminated no later than on completion of a specific assignment. (Note that a temporary employee may be offered and may accept a new temporary assignment with Bis-Man Transit and thus still retain temporary status.) Such employees may be "exempt" or "nonexempt" as defined below. (Note that employees hired through temporary employment agencies or as independent contractors for specific temporary assignments are employees of the respective agency or independent contractors and not employees of Bis-Man Transit.)

D) Nonexempt employees- Employees who are required to be paid overtime at the rate of one and one-half times (1.5) times their regular rate of pay for all hours worked beyond forty (40) paid hours in a workweek, in accordance with applicable state and federal wage and hour laws.

E) Exempt employees- Employees who perform administrative, executive or professional work as determined by Bis-Man Transit to be exempt from overtime requirements under applicable state and federal wage and hour laws.

JOB/INTERNAL POSTING

It is the policy of Bis-Man Transit to hire the most qualified employees available for all jobs and to encourage a career within Bis-Man Transit by promoting present employees whenever possible to fill vacancies as well as creating and sustaining a welcoming culture in which to conduct BIS-MAN TRANSIT business.

The Executive Director is responsible for the final selection and filling of authorized positions within Bis-Man Transit. The Executive Director is encouraged to consider current qualified Bis-Man Transit employees for vacant positions and may post job vacancies for a minimum of three (3) days internally before seeking applications from the general public. The posting of a notice internally does not guarantee placement of an internal candidate. In all instances, Bis-Man Transit will seek to fill a position with the most qualified applicant whether from within the organization or outside of the organization.

All candidates for a position may be subject to a drug test, criminal background check and other background investigation to determine qualifications and fitness for employment. Additionally,

all candidates for a position may be subject to a post-offer, pre-employment health examination to determine fitness for the position applied for when said position requires particular physical demands of the candidate.

TRANSFER AND PROMOTIONS

It is the policy of BIS-MAN TRANSIT to transfer and promote from within consistent with the interests of Bis-Man Transit. Employees are urged to obtain the necessary skills, training, education, professional registration or licenses necessary in order to be eligible candidates for transfer or promotion.

Criteria for Promotion to be considered - Employees seeking promotion to an open position must also apply to the Executive Director. They may be required to re-submit an application and they will also be interviewed by the hiring authority. In the selection of an employee to fill a higher job, the following will be considered:

- A) Aptitude, skills, ability and past performance, where applicable;
- B) Prior or newly acquired credentials which may qualify the employee for consideration in another classification.

TELEWORK

Bis-Man Transit confirms its commitment to recruit, develop, and retain a diverse and skilled workforce. Teleworking, or telecommuting, occurs when an eligible employee is allowed to work from home or another location on a full- or part-time basis. Teleworking is not a guaranteed benefit of employment and is not allowed under any circumstances where the operational needs of Bis-Man Transit would be adversely affected or disrupted or when an employee's telework arrangement would create an undue burden on Bis-Man Transit and other employees.

Definition of Teleworking

Telework is defined as working at home or at other off-site locations that are linked electronically (via computer, fax, etc.) to a central office or principal place of employment. Teleworking is a cooperative arrangement between Bis-Man Transit and staff, based upon the needs of the job and the Organization.

Teleworking is not a formal, universal employee benefit. Rather it is an alternative method of meeting the needs of the company. Bis-Man Transit has the right to refuse to make teleworking available to an employee and to terminate a teleworking arrangement at any time.

Eligibility

To be eligible for consideration of a telework arrangement, an employee must have no record of performance problems or disciplinary actions within the preceding two (2) years or term of employment. In the case of a new hire, the Organization will conduct a thorough reference check with past employers to determine whether he/she meets the requirement.

The employee must have demonstrated the following prior to approval of telework: proven ability to perform, high job knowledge, ability to establish clear objectives, flexibility and the ability to work independently and with dependability.

In addition, the employee must hold a position that will allow for the employee to work alone or with equipment that can be transported or kept at the alternate work site and have clearly defined tasks and objectives, does not require a regular direct face to face contact either with a client or team members, has measurable work activities, and does not require a high degree of supervision.

Prior written approval of any teleworking arrangement must be received by the Executive Director prior to any regular telework being performed.

Job Responsibilities

Under no circumstances will job responsibilities change due to teleworking. Professionalism in terms of job responsibilities, work output, and customer orientation will continue to follow the standards set by the Organization. The amount of time an employee is expected to work will not change due to teleworking. In the event that business conditions require the teleworking employee's presence at a central work location function, meeting, or other event, the employee is expected to report to the central work location, even if such occurs during normally scheduled home-work area hours.

Contact with the Central Work Location

Once a teleworking arrangement has been approved, the teleworking employee is responsible for maintaining contact with the Executive Director. It is expected that the Executive Director and the teleworker will act together to keep each other apprised of events or information obtained during the working day just as they normally would in an on-site employment arrangement.

Alternate Work Area

Bis-Man Transit shall provide workers' compensation and liability protection as obligated by State Statutes for the employee while in the course of employment within the agreed upon location and defined work schedule. The Organization assumes no responsibility for any activity, damages, or injury which is not directly associated or resulting from the official job duties for which the Organization has no ability to exercise control. The Organization assumes no responsibility for the employee's personal property.

In addition, the following must be adhered to:

A) A designated workspace should be maintained by the employee in a clean, professional, and safe condition.

B) Any change in the approved job assignment, location or defined work schedule must be reviewed and approved by the Executive Director in advance.

C) As liability may extend to accidents which could occur in the alternative work location, the Organization retains the right to make on-site inspections of this work area, at a mutually agreed upon time, to ensure that safe work conditions exist.

D) Employee tax implications related to alternate work locations are the responsibility of the employee.

E) Employee expenses not specifically covered in this policy will be dealt with on a case-by-case basis between the employee and the Executive Director.

F) Employees who work at home will manage dependent care and personal responsibilities in a way that allows them to successfully meet job responsibilities.

Equipment

A) Any hardware or software purchased by Bis-Man Transit remains the property of the Organization and will be returned to the Organization should the alternative work arrangement be terminated.

B) Software owned by the Organization may not be duplicated except as formally authorized by policy.

C) Employees using Organization software must adhere to the manufacturer's licensing agreements.

D) Restricted access materials (such as payroll, personnel files, etc.) may not be taken out of the office, copied, or compromised in any way. Employees working at alternate sites will take all precautions necessary to secure sensitive information and prevent unauthorized access to the Organization.

E) Bis-Man Transit equipment located at an alternative work location may not be used for personal activities.

Disclaimers

Bis-Man Transit will follow the rules and regulations of the Fair Labor Standards Act related to all wages owed to non-exempt and exempt employees working under a telework arrangement. Furthermore, in conjunction with the organization's Telework policy, Bis-Man Transit complies with the Americans with Disabilities Act ("ADA") and the Americans with Disabilities Amendments Act ("ADAA") in engaging in an interactive process to determine workplace accommodations for all employees who are injured or sick due to a qualifying short-term or long-term disability.

CHANGE OF NAME, ADDRESS, MARITAL OR FAMILY STATUS

Employees shall report all changes in name, address, telephone number and marital or family status to the Executive Director as follows:

A) Change of address - Provide on Employee Change of Information Form.

B) Change of family status - (add or delete dependents) - Federal and North Dakota Tax forms, beneficiary changes to Deferred Compensation and group insurance.

CONFLICT OF INTEREST

No employee of Bis-Man Transit shall have any substantial interest, direct or indirect, or engage in any business transaction or professional activity or incur any obligation of any nature which is in conflict with the proper discharge of their duties in the public interest.

No employee of Bis-Man Transit shall use their position to secure special privileges or exemptions, personally or for others. No employee of Bis-Man Transit shall directly or indirectly receive or agree to receive any compensation, gift, reward or gratuity from any source except Bis-Man Transit, for any matter or proceeding connected with or related to the duties of such employee.

Situations that may pose a conflict of interest must be reported to the Executive Director by the employee immediately. However, honoraria or expenses paid for papers, talks, demonstrations or appearances made by employees on their own time shall not be deemed as a violation of this section provided such activity is approved by the Executive Director.

CONFIDENTIALITY

You are required at all times while an employee of BIS-MAN TRANSIT and thereafter, to protect confidential information. Confidential information cannot be given to anyone without express prior approval of an authorized member of BIS-MAN TRANSIT management.

Further, all employees are prohibited from directly or indirectly using or allowing the use of official information obtained through, or in connection with, employment with Bis-Man Transit which has not been made available to the general public, for the furtherance of any private interest. Violation of this principle is a serious matter and will result in immediate disciplinary action. Additionally, disclosure of any information discussed and recorded in closed session held by the Board is strictly prohibited. Violation of this provision by any employee of Bis-Man Transit shall result in disciplinary action taken pursuant to those of this policy, and/or other provision that may be required under state law.

During your employment you may receive or have access to varying types of confidential information. Bis-Man Transit places a high value on confidential information. Confidential information means information that is not generally known to the public that is valuable and

which, if disclosed, could compromise client security or cause harm, damage or other adverse consequences to BIS-MAN TRANSIT, clients, customers and fellow employees.

Information is confidential regardless of its form. Your confidentiality obligations extend to confidential information included in memos, emails, computer files and other electronic formats.

OUTSIDE EMPLOYMENT

No full-time or part-time employee shall engage in outside employment which is not compatible with the full and proper discharge of duties and responsibilities of one's position or which tends to impair the capacity to perform one's duties and responsibilities in an acceptable manner. A full-time or part-time employee wishing to engage in outside employment shall notify the Executive Director of outside employment. The Executive Director shall evaluate the outside employment and determine its compatibility with the employee's obligation for full discharge of duties and responsibilities. Bis-Man Transit must assure that no conflict or appearance thereof occurs, and that no unauthorized use of position or Bis-Man Transit's facilities or property takes place.

BENEFITS

Bis-Man Transit has established a variety of employee benefit programs designed to assist employees and their eligible dependents in meeting financial burdens that can result from illness and disability, and to help plan for retirement. This portion of the Employee Handbook contains general descriptions of the benefits to which employees may be entitled.

This employee handbook does not change or otherwise interpret the terms of the official Benefit Plan Documents. To the extent that any of the information contained in this employee handbook is inconsistent with the official Benefit Plan Documents, the provisions of the official documents will govern in all cases.

INSURANCE

GROUP HEALTH INSURANCE: Bis-Man Transit provides health and major medical, dental, and vision to eligible employees. Eligible employees are defined as those who work an average of 36 or more hours a week as determined by Bis-Man Transit. Any eligible employee may enroll after 30 days of employment. The Executive Director will, in addition, promote the benefits and provide information and assistance to those eligible. Employee and family medical coverage is employer paid up to the limit set forth annually by the Board during the annual budget process. Enrollment of dependents after the initial medical insurance sign-up period will be subject to qualifying changes in status. Employee plus one dental and vision coverage is employer paid up to the limit set by the Board during the annual budget process.

Eligibility Date - Any eligible employee may enroll after 30 days of employment.

COBRA

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, better known as COBRA, if an employee terminates employment with Bis-Man Transit or has any other qualifying event, the employee is entitled to continue participating in the Company's group health plan for a prescribed period of time, usually 18 months. COBRA coverage may not be extended to employees terminated for gross misconduct.

For detailed information or questions on COBRA, employees should contact the Executive Director.

HIPAA

As required by the Health Insurance Portability and Accountability Act (HIPAA), Bis-Man has adopted a policy that protects the privacy and confidentiality of protected health information (PHI) whenever it is used by Bis-Man representatives. The private and confidential use of such information will be the responsibility of all individuals with job duties requiring access to PHI in the course of the jobs.

Bis-Man Transit has designated the Executive Director as the HIPAA Compliance Officer (HCO). Any questions or issues regarding PHI should be presented to the Executive Director for resolution.

RETIREMENT PLAN

Effective January 1, 2021, all eligible employee's contributions will be matched up to a maximum of 3% of the employee's base salary.

EDUCATION ASSISTANCE

Education programs will generally fall within the following categories:

- Bis-Man Transit-sponsored orientation programs.
- In-service/in-house education provided by Bis-Man Transit.
- Outside workshops, lectures, meetings and seminars.

On-going employee education and development opportunities are essential to sustaining an effective and satisfied workforce. Bis-Man Transit will provide, within reasonable, budgeted resources, employee education and development deemed necessary to assist Bis-Man Transit in achieving its stated mission.

Specific program content may change based upon business conditions and situational need. This policy applies to all employees of Bis-Man Transit.

POLICY

A) Employees may pursue education and development opportunities deemed necessary for the execution of day-to-day job-related duties as well as long-term development purposes to promote/grow Bis-Man Transit.

B) Bis-Man Transit may provide and/or facilitate:

1. On-the-job training and/or work-related instruction that prepares/supports the employees in performing their current roles. This includes instruction required by regulation, law and/or organizational policy.
2. Courses, workshops and seminars as well as attendance at conferences and conventions directed at enhancing and/or expanding employee work-related skills.
3. One-on-one, subject-specific mentoring engagements. Engagements are dependent upon mentor/protégé availability and fit with specific employee development needs.

C) It will be the responsibility of the Executive Director to authorize, monitor and ensure programs are satisfactorily completed within reasonable and customary timeframes.

Programs must be scheduled in accordance with Bis-Man Transits' operating needs and budgetary availability.

D) Employees planning to attend an outside conference or convention will be required to obtain the approval of the Board of Directors in advance prior to committing to registration/travel fees.

E) Newly-hired employees will be provided Orientation Training upon hire. Training topics will be designed to rapidly assimilate the employee into Bis-Man Transit organization while maximizing individual performance opportunities. Any specific-to-the job training that is critical will be provided immediately upon starting in the role.

F) Attendance at educational programs will NOT be counted as paid time IF ALL of the following four criteria are met:

1. Attendance is outside of the employee's regular working hours.
2. Attendance is voluntary. (Attendance is not voluntary if it is required by the employer. It is not voluntary if the employee is given to understand or is led to believe that his/her present working conditions or the continuation of his/her employment would be adversely affected by non-attendance.)
3. The educational program is not directly related to the employee's job.
4. The employee does not perform any productive work during such attendance.

G) The employee will be paid at their regular rate of pay per their typical schedule for the time off work for educational program attendance. If the educational program keeps the employee away from home overnight, the time outside of regular working hours will not be considered work time.

H) Travel time to educational programs will be counted as hours worked during normal working hours for non-exempt employees. If drive or travel time is outside of normal work hours and the trip is not an overnight trip, then time spent traveling is compensable for both non-exempt driver and passenger(s).

TIME OFF

VACATION

ENTITLEMENT AND ACCRUAL RATE: From the first day of employment, all full-time employees shall accrue vacation leave with pay, according to the following schedule. Application for vacation leave shall be in accordance with Bis-Man Transit policy.

The following table shows the annual accrual of vacation time for eligible employees:

| <i>Years of Service</i> | <i>Vacation Time</i> |
|-------------------------|----------------------|
| Date of Hire - 4 Years | 8 hours per month |
| 5-9 Years | 10 hours per month |
| 10-14 Years | 12 hours per month |
| 15-19 Years | 14 hours per month |
| 20+ Years | 16 hours per month |

All vacation will be prorated based on an individuals' hire date. Vacation time is not considered time worked when calculating overtime.

Part time employees will accumulate vacation leave at a prorated rate based on the average weekly hours worked.

36-40 hours = 100%
28-36 hours = 75%
20-28 hours= 50%
12-20 hours= 25%
Less than 12= 0%

Employees shall accumulate vacation time on a monthly basis which will be rolled over annually on December 31st of each calendar year. No employee may roll over more than 120 hours of vacation. In the stance of an employee who has already been granted scheduled vacation time off, adequate to avoid forfeiting any accruals or a circumstance beyond the employee's control prevents the taking of the scheduled vacation. Vacation leave extension may also be granted by the Board of Directors during extenuating circumstances.

SCHEDULING OF VACATION TIME: Since vacation leave is perceived to be a benefit for both the employee and Bis-Man Transit, employees should be encouraged to use such leave. The Executive Director will support this policy by preparing a schedule of appropriate times for taking

of such leave and indicating, where known, the dates during which the work load precludes employee scheduled absences. Vacation time may be used in four hour increments. All hourly employees must complete a vacation time off request form and have it approved by the Executive Director prior to utilizing vacation time.

PAYMENT UPON TERMINATION: An employee who is terminated/resigns is entitled to full payment for any unused, earned vacation that has accrued and is available for use.

Bis-Man Transit provides the following notices: (1) Only unused leave benefits that have actually accrued and been earned will be paid out upon an employee's separation from the Company; and (2) NO earned or unearned leave benefits will be paid out to any employee who has been employed with the Company for less than one year and quits employment without giving the Company a five-day notice of employment separation

NO ACCRUAL DURING UNPAID LEAVES OF ABSENCE: Vacation time shall not accrue during any approved unpaid leave of absence, except for military leave, FMLA leave, medical leave of absence resulting from illness or compensated injury. Leave will not accrue after 30 consecutive days in an FMLA status.

PERSONAL LEAVE

Personal leave is allotted by Bis-Man Transit and is designed to be a flexible form of paid leave and is to be used through an employee's accumulated, earned Vacation time. It may be used for any reason that an employee sees necessary. Unless the reason for personal leave is an emergency situation, precluding the making of prior arrangements, the leave is to be scheduled with the consent of the Executive Director far enough in advance to keep personal leave time geared both to operation needs of Bis-Man Transit and the convenience of the employee.

Personal time leave is allotted for discretionary purposes to every full-time, Bis-Man Transit employee through the use of the employee's available vacation time. A maximum of (40) hours of accumulated and earned vacation time may be allocated as personal time each calendar year. Employees hired after the beginning of the fiscal year shall be allowed to use the pro-rata amount of personal time for that year, based on date of hire. All uses of personal leave shall be charged in one (1) hour increments and is subject to the Executive Director's approval.

Part time employees will be allowed to utilize personal leave at the prorated rate of what is provided to full time employees.

HOLIDAYS

Bis-Man Transit administration observes ten (10) company paid holidays per year. Paid holidays are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and one floating holiday.

FLOATING HOLIDAY: A floating holiday must be approved in writing by the Executive Director. Approvals will be made on a first requested basis but are subject to the needs to Bis-Man Transit for that day.

NON-WORKING HOLIDAY: When a holiday falls on a non-working day, the nearest adjacent workday shall be granted as the holiday.

HOLIDAY REGULATIONS: For the purpose of administration, the following regulations shall be observed:

A) To qualify for holiday pay, an employee shall work the scheduled day prior to and the scheduled day following the holiday. Part-time employees shall work their work assignment the scheduled day prior to and the scheduled day following the holiday to qualify for holiday pay. Any exceptions to this qualification must be approved with the Executive Director prior to an employee's use of vacation. Employees on a current non paid status are not eligible for holiday pay.

B) Part-time regular employees shall be compensated for four (4) hour for holidays according to their normally scheduled workday. The holiday must fall on a day normally scheduled as a workday for part-time employees to be eligible for compensation.

SICK LEAVE

ENTITLEMENT: It is the policy of Bis-Man Transit to provide protection for its fulltime employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. It is a self-insurance program provided by Bis-Man Transit for the employee.

SICK LEAVE BENEFIT: All regular full-time, Bis-Man Transit administration employees receive (8) hours sick leave per month. At the end of the calendar year, an employee may carry over any unused sick days from the prior year. Sick leave may be accumulated to the maximum of (240) hours.

Part time employees will accumulate sick leave at the prorated rate of what is provided to full time employees as described under vacation hours.

TAKING UNEARNED SICK LEAVE NOT PERMITTED: No employee will be permitted to take leave not yet earned. Sick leave shall be paid at full pay at the employee's current rate of compensation.

PURPOSE OF SICK LEAVE: Employees may utilize sick leave when they are too ill to report to work, in the event of injury, or for routine medical and dental appointments. Employees may also use up to 50% of accumulated sick leave earned in the prior 12 months, to care for other ill persons within the employee's immediate family. The immediate family shall be defined as an employee's

spouse and dependent children within the home (including foster children). All foreseeable leave for such purposes shall require specific prior approval of the Executive Director. In the event of sick leave usage for any purpose, the Executive Director may require certification of a medical doctor confirming validity of the illness/injury.

NOTIFICATION: An employee must contact the Executive Director at least one hour prior to their scheduled start time to request the use of sick leave. During authorized sick leave, an employee must notify the Executive Director periodically so that he or she may plan on the return. This may be waived in the event of confinement or illness for a specific period of time as indicated in a physician's statement. The standard procedure for use of sick leave benefits is as follows:

A) An employee on sick leave shall inform the Executive Director of the facts and the reason for the absence as soon as possible. Failure to do so on the first (1st) day of illness may be cause for denial of the sick leave pay for the period of absence.

B) Absence for part of a day that is chargeable to sick leave shall be charged proportionately in an amount not less than one (1) hours per day for non-exempt employees.

C) An employee returning to work after an extended illness of longer than three (3) consecutive days may be required to provide a physician's statement substantiating that the employee may return to work.

Failure to apply for a leave of absence for extended illness upon expiration of all such benefits will result in automatic termination.

D) Notice of an employee's desire to return to work after an illness of one week or more must be given to the Executive Director no later than 5:00 p.m., Monday through Friday, on the workday prior to the date for return to work. The employer may request a physician's note to verify propriety of returning to work and noting any restrictions which the employer will consider and accommodate when appropriate.

AUTHORITY TO SEND HOME: The Executive Director may direct an employee who appears ill to leave work. In such instances, this time off shall be charged to available sick leave.

EXCLUDED FROM OVERTIME BASE: Sick pay for hours not worked will be excluded when computing overtime for the workweek in which it was taken.

RATE OF PAY FOR SICK TIME: An employee shall be paid sick leave equivalent to their normally scheduled straight time pay.

RESULTS OF IMPROPER USE OR REPORTING: An employee who uses sick leave for purposes other than those authorized by this policy or who otherwise use sick leave in a manner inconsistent with this policy or Executive Director who falsely certified sick leave allowance for absence from work may be subject to disciplinary action, up to and including immediate dismissal.

EFFECT OF WORKFORCE SAFETY AND INSURANCE PAYMENTS: Employees who are injured on the job and have lost time from the job because of their injury may not receive sick leave payments once Worker's Compensation Insurance payments begin.

LEAVE DONATION

An employee may be eligible to receive donated sick leave from other employees if he or she is suffering from a medical emergency or donated vacation leave if he or she has a relative or household member suffering from an a medical emergency, which is defined as a medical condition of the employee or a family member that will require the prolonged absence of the employee from duty and will result in a substantial loss of income to the employee because the employee will have exhausted all paid leave available apart from a leave-sharing plan. Donated sick leave may also be used for an employee for the purpose of donating an organ or bone marrow.

Donated vacation leave is also available for a qualifying exigency arising from the fact that the employee's spouse, child, or parent is a covered military service member who is on covered active duty or has been notified of impending call or order to active duty in the Armed Forces.

Amount of Donated Leave

The sick/vacation leave donation cannot exceed four months in a 12-month period.

Employee Eligibility to Receive Leave Donation

1. To be eligible to receive donated leave, the employee: Must use all accrued vacation leave, compensatory time, and sick leave prior to receiving the donated hours; (Note: When the situation is for an employee's relative or household member, sick leave means only family sick leave.) Must have over six months of continuous regular service;
2. Cannot be on probationary or temporary status; and
3. Must submit a written request to receive donated hours to the Executive Director.
4. Accompanying this request must be a written statement from a licensed physician or health care practitioner verifying the severe or extraordinary nature of the condition, certifying the leave is necessary, and stating the length of time needed to be absent from work and when the leave should begin.

Also accompanying this request must be a written statement from the Executive Director indicating his or her response to the employee's request.

The Executive Director must approve a request for donated leave before the request is initiated for the employee.

Employee Donation

Employee donations must be done on a voluntary basis.

By completing the Employee Donation of Leave form, an employee can donate leave in one-hour increments.

The donating employee must retain sick and vacation leave balance of at least 40 hours after the donation. Donated annual leave is not returnable.

Employees can donate up to 40 hours of their accrued sick leave hours. Donated sick leave is not returnable.

Definitions Specific to Donated Sick Leave

"Relative of the employee" is limited to the spouse, child, stepchild, foster child, grandchild, grandparent, stepparent, or parent of the employee.

"Household member" means those individuals who reside in the same home, who have mutual obligations to and do provide financial support for one another, and foster children or legal wards, even if they do not live in the same home.

"Severe" or "extraordinary" means serious, extreme, or life-threatening. These terms do not include conditions associated with normal pregnancy.

"Qualifying exigency" includes short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities that may arise out of active duty or call to active duty status and upon which the employer and employee agree

BALANCE NOT PAID UPON TERMINATION: Upon termination from Bis-Man Transit service, accumulated but unused sick leave benefits will not be paid.

FAMILY AND MEDICAL LEAVE:

FAMILY AND MEDICAL LEAVE ACT (FMLA): If an employee has worked for Bis-Man Transit a minimum of one (1) year, and has worked 1,250 hours or more during the twelve (12) months prior to requesting leave, they are eligible for family and medical leave.

If eligible, an employee will be allowed up to twelve (12) weeks of unpaid leave within a twelve (12) month period for the birth or adoption of a child, to provide either physical or psychological care for a child, spouse or parent with a serious health condition, or to care for the employee's own serious health condition. FMLA leave may also be used for qualifying activities if an employee's spouse, son, daughter or parent is on covered active duty or called to covered active duty status. This twelve (12) month period is measured forward from the date an employee's first FMLA leave begins. However, an employee must conclude leave for the birth or placement

of a child for adoption or foster care within twelve (12) months after the event. Leave may begin prior to birth or placement, as circumstances dictate.

To qualify for medical leave, the health condition or treatment(s) must be such that it requires an employee to be absent from work on a recurring basis or for more than a few days for treatment or recovery.

INTERMITTENT OR REDUCED LEAVE: In the case of an employee's own serious health condition or that of a qualifying family member, the employee may take leave intermittently or on a reduced work schedule, if medically necessary. When the leave is for adoption or birth of a child, an employee may take leave intermittently or on a reduced work schedule only with the joint approval of the employee and Bis-Man Transit.

If an employee requests intermittent or reduced leave status, Bis-Man Transit may temporarily transfer them to another position of equivalent pay and benefits to better accommodate their leave.

USE OF PAID TIME OFF BENEFITS: An employee taking an FMLA leave is required to use all available PTO leave benefits, prior to taking the remainder of the FMLA leave unpaid. Using paid time off benefits does not add to the total length of the FMLA leave. PTO time will no longer accrue after 30 days in an FMLA status.

To the extent an employee does not have available paid time off benefits, their pay will be reduced for all full days of unpaid leave taken or for all partial days of leave taken. If the employee is exempt, reducing their pay for partial days off will not affect their exempt status under the Fair Labor Standards Act.

LEAVE PROVISIONS FOR SPOUSES BOTH WORKING FOR BIS-MAN TRANSIT: If leave is taken for the adoption or birth of a child, the maximum combined leave for both spouses is twelve (12) weeks. If leave is taken to care for an ill child or spouse, each spouse is entitled to twelve (12) total weeks of leave.

JOB RESTORATION: Most employees granted leave will be returned to the same position held prior to the leave, or one that is equivalent in pay, benefits, and other terms and conditions of employment.

Certain highly compensated salaried employees are eligible for leave, but are not guaranteed restoration to their position if they choose to take leave.

EMPLOYEE BENEFITS: An employee's health care benefits will continue during their leave. Both Bis-Man Transit and employee will continue to pay their customary portions of the monthly premium. The Accountant will advise the employee of the payment due dates.

NOTIFICATION: An employee must provide Bis-Man Transit with thirty (30) days' written notice of their need for leave, or, if emergency conditions prevent such notice, the employee must notify Bis-Man Transit as soon as is practical. Such notice must be provided to the Executive Director. The employee may need to report periodically on their status during the leave period.

Within a reasonable time after receiving an employee's notice, Bis-Man Transit will provide detailed information about the requirements and availability of the leave.

CERTIFICATION: Certification of the need for leave to care for an employee's illness or injury or that of a qualifying family member is required. An employee must obtain the following information from a health care provider and make it available to Bis-Man Transit:

- The date the serious health condition began
- The duration of the condition
- A statement that the employee needs to care for the ill person and the estimated length of the leave or a statement that the employee is unable to perform the functions of their job
- If applicable, the medical reasons verifying the need for intermittent leave or a reduced work schedule, such as scheduled dates for treatment(s)

DISPUTE RESOLUTION: If there is a dispute about the medical opinion provided by an employee's physician, Bis-Man Transit may require a second opinion by a physician of its choice, at its expense. If a third opinion is necessary, a third doctor may be selected, also at the Bis-Man Transit's expense. The doctor must be agreed upon by both the employee and Bis-Man Transit.

RELEASE TO RETURN TO WORK: A doctor's release is required to return from a medical leave of one (1) week or longer.

PROBLEM RESOLUTION: It is the policy of Bis-Man Transit not to terminate or discriminate against any employee exercising their rights under the Family Medical Leave Act. If an employee thinks they have been treated unfairly, the employee should contact the Executive Director. If for any reason the problem is not able to be resolved at that level, the employee should contact the Board of Directors. The decision made will be final and binding.

BENEFIT ACCURALS: An employee taking leave under the FMLA will continue benefits during the entire period of such FMLA leave, excluding paid time off (PTO) accruals after 30 consecutive days in an FMLA status.

NOTE: Bis-Man Transit will comply with all state FMLA laws. When both the federal and state law apply, leave will run concurrently and the provisions more beneficial to the employee will apply. Any revisions to FMLA statutes, regulations or guidelines will automatically be included in this policy upon their effective date, regardless if this policy has specifically been revised to include those revisions

TYPES OF LEAVE

MATERNITY, PATERNITY, ADOPTION, OR FOSTER CARE PLACEMENT: Employees are eligible for up to 12 weeks of family leave (during any rolling 12-month period) for maternity, paternity, adoption, or foster care placement for bonding with the child. All maternity, paternity, or adoption leave must be taken on a consecutive basis and at the time of birth or adoption. If both parents are employed by Bis-Man Transit, they are limited to a total of 12 weeks combined for such bonding leave.

Leave for birth mother maternity recovery is typically six weeks for births. Requests for maternity recovery leave in excess of six weeks must be supported by the employee's physician. Documentation from a physician regarding expected recovery required. Employees may use up to six weeks of paid sick leave concurrently with the first six weeks of leave in connection with maternity, paternity, adoption, or foster care placement for baby bonding time. Once paid sick time (up to six weeks) has been exhausted, the employee must use accrued vacation time concurrently with the FMLA leave as described under the "Provisions" section of this policy. If an employee has less than six weeks of accrued sick leave or elects more than six weeks of maternity, paternity or adoption leave, time off must be vacation and/or approved unpaid leave.

If during maternity leave the employee experiences medical complications, additional sick leave past the normal six weeks may be used.

In regards to Foster Care or Legal Guardianship, each request will be reviewed on a case-by-case basis to determine paid or unpaid leave. Intermittent leave approval may be granted based on the circumstances.

Leave may be taken before the actual placement of a child if an absence from work is required for the placement or foster care to proceed.

SERIOUS HEALTH CONDITION – FAMILY MEMBER: Family: Spouse, parent, child, foster child, or step child under the age of 18 or incapable of self-care.

Up to 80 hours of sick leave in a rolling 12-month period may be used, if available.

Documentation from a physician will be required.

Serious Health Condition – Employee

Employees must use accrued sick leave and/or vacation. The remainder of the leave is unpaid. However, leave donation may apply (see Leave Donation guideline).

Documentation from a physician will be required upon return to work.

SNOW DAYS: On days when the Bis-Man Transit Administrative Office is closed due to adverse weather conditions, employees will be paid for their scheduled work hours. If the administrative office is open but the employee is unable to make it in to the office due to adverse weather, the employee may use available accrued vacation time if available.

BEREAVEMENT LEAVE: Bis-Man Transit provides bereavement leave to employees as follows:

Employees will be granted up to three (3) working days in conjunction with the time of death or date of the funeral for the employee's:

- Parent
- Spouse or Domestic Partner
- Child (including step children)
- Sibling (including step siblings)
- Current Spouse or Domestic Partner's Father or Mother or Sibling
- Sibling's current Spouse or Domestic Partner
- Niece/Nephew
- Grandchild/Grandparent including step relationships
- Aunt/Uncle

A working day shall be defined as a day which the employee is regularly scheduled to work. Pay will be calculated based upon the employee's actual scheduled hours missed due to Bereavement Leave and will be paid at the employee's base rate. Bereavement leave is not counted as hours worked for the purposes of computing overtime pay.

Should additional time off be desired, it must be approved by the Executive Director and will be taken from the employee's vacation/personal time accrual.

Employees must notify the Executive Director of the need for a Bereavement Leave as soon as possible.

CIVIC LEAVES OF ABSENCE

JURY AND WITNESS DUTY: Bis-Man Transit encourages all employees to be civic minded. If notice is received to serve on a jury or as a subpoena for a witness, official documentation should be reported to Bis-Man Transit.

When summoned to jury duty, employees have the option of requesting paid time off or jury duty leave for the time away from the job. An employee requesting jury duty leave shall be granted time off with pay for a maximum of three days. If paid time off is requested for jury duty, the employee may keep the fees paid to them as jury duty pay. If no PTO is available, time off without pay will be given after three days.

When asked to appear as a witness or expert witness on behalf of Bis-Man Transit, an employee shall be deemed to be performing duties or services for Bis-Man Transit and shall receive the same compensation as during regularly scheduled work hours. An employee may not retain any witness fee while serving as a witness on behalf of Bis-Man Transit.

An employee who performs witness duties unrelated to their official capacity with Bis-Man Transit must do so in a paid time off or leave without pay status. In these situations, the employee will retain witness fees, mileage and/or subsistence payments received from the court.

Employees must return to work on any day when jury or witness duty dismisses prior to the end of the employee's regularly scheduled workday.

TIME OFF TO VOTE: Employees are encouraged to vote either before or after work to minimize time away from work. Employees will, however, be allowed up to one hour away from work to vote. If time away from work to vote exceeds more than one (1) hour, employees will be required to use PTO or, if unavailable, unpaid leave.

MILITARY DUTY: Excused absence will be granted to all employees required for military training duty with the National Guard or other branches of the military forces. The employee's salary will be maintained for a maximum of two (2) weeks (ten (10) working days) in a calendar year. In addition, Bis-man Transit will follow all rules and regulations under the Uniformed Services Employment and Reemployment Rights Act (USERRA) for activated military personnel.

EXTENDED LEAVES OF ABSENCE:

A) Vacation leave and compensatory time off accumulated may be used for personal obligations requiring leaves of absence for longer duration than the personal leave, subject to the approval of the Executive Director.

B) The employee must request leave without pay from the Executive Director in writing for leave in excess of available or accumulated paid time off before said leave is taken.

C) Leave under this section or extension thereof must be approved by the Executive Director.

D) An employee on an extended leave of absence, without pay, does not accrue vacation leave or sick leave credit for the period of the unpaid leave of absence. Such employees may continue medical, dental and insurance coverage, but only where the employee pays the total cost of such participation while on unpaid leave of absence.

EXCUSED ABSENCES WITHOUT PAY

The following policy regarding excused absences without pay in no way alters or preempts Bis-Man Transit's legal obligations to employees under the federal Family and Medical Leave Act and the Bis-Man Transit's FMLA policy.

An excused absence without pay may be granted to an employee at the discretion of management for less than thirty (30) consecutive calendar days. An excused absence without pay does not break the continuity of an employee's service provided the employee returns to work at the end of the leave.

Generally, excused absences without pay are limited to looking after urgent personal affairs, taking time off for military training or emergency service, or dealing with the extended sickness of the employee or members of the employee's immediate family, whether or not involving an FMLA leave.

Reinstatement following a period of excused absence without pay is not guaranteed (unless guaranteed under FMLA or other law), since operational conditions may change during that period. If Bis-Man Transit's conditions make reinstatement possible, the employee will receive the same consideration as if employment had not been interrupted.

An employee may not engage in any other employment during this period of absence without the written permission of the Executive Director

Employees taking excused absences without pay are required to use all available paid time off prior to taking an unpaid leave.

COMPENSATION

ANNUAL SALARY ADJUSTMENTS: Upon approval of the Board, employees may be eligible for a salary adjustment as authorized by the Executive Director.

Bis-Man Transit believes that performance measurements and achievement provide the best methodology for determining pay progression. This allows an employee's rate of pay to be determined by the employee's own performance and value to the organization.

It provides Bis-Man Transit with an incentive tool to achieve organizational goals and encourages all employees to reach their maximum potential. Such increases recognize individuals whose performance is superior, as well as those who need to improve.

MERIT INCREASES

ELIGIBILITY: Employees are generally eligible for merit increase consideration on January 1st. Each employee eligible for a merit increase shall be evaluated in accordance with this compensation plan and the requirements of the evaluation instrument and instructions so that said evaluation is completed and discussed with the employee prior to the actual Merit Anniversary Date of January 1st.

In the case of part-time employees, the actual Merit Anniversary Date shall not be considered to have occurred unless the employee has at least nine hundred (900) hours of actual work

hours (including benefit time) since the last merit increase or four hundred and fifty (450) hours when the first merit increase is six (6) months from the date of hire. The merit increase shall be effective on the January 1st.

EVALUATION PERIOD: All newly hired employees shall serve a six (6) month evaluation period which may be extended by the Executive Director if additional time is necessary in order to properly evaluate the employee's prospect of success in the position.

All merit increases require that a performance evaluation form be submitted to the Executive Director along with the merit increase request, i.e. a completed Payroll Change Form. Whether or not the employee receives a merit increase, the evaluation form shall be sent to the Accountant no later than December 20th.

OVERTIME PAYMENTS

The Federal Fair Labor Standards Act (FLSA), as well as State law, requires that all employees who are not exempt from overtime payment be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate for all hours actually worked beyond forty (40) hours in a work week.

CONTINUOUS/NON-CONTINUOUS: In conformance with the FLSA, the following policy for providing overtime payment as wages is utilized for those employees who are eligible for overtime:

A) Employees in non-continuous operations are those employees in position classifications with schedules which do not generally require overtime work and which do not require a replacement when they are absent. These employees shall receive one and one-half (1-1/2) times their regular hourly rate for all hours worked over forty (40) in a workweek.

REQUIREMENTS FOR OVERTIME: All overtime must be authorized by the Executive Director in advance of being worked. The Executive Director will make every effort to assign foreseeable overtime as equitably and evenly as possible. Typically any time spent performing job duties, travel between job sites during work hours, attendance at required training programs/meetings or responding to a work-related subpoena is productive time and counts toward overtime calculations. Paid time off, sick, funeral or jury duties are non-productive and are excluded from overtime calculations.

HOURS OF WORK

The operating days and hours of Bis-Man Transit are Monday through Friday, 8:00 a.m. to 5:00 p.m.

The flextime policy at Bis-Man Transit allows employees to work extra time throughout the work week to allow for early departure. The time of arrival and departure may not differ from the

standard operating hours by more than two hours, except for the half day early departure. For example, a typical flextime arrangement is Monday through Thursday arriving at 7:30 a.m. and departing at 5:30 p.m. and on Friday arriving at 8:00 and departing at 12:00 pm. This arrangement example allows for a one-hour lunch break Monday through Thursday. In the event of a paid holiday within the week, the flextime policy will not be applicable.

The Executive Director approves flextime on a case-by-case basis. A flextime arrangement may be suspended or cancelled at any time. Exempt employees must depart from any flextime schedule when needed to perform their job duties. Nonexempt employees may be asked to work overtime, regardless of a flextime schedule.

REST AND MEAL PERIODS AS HOURS OF WORK: Lunch periods are normally one-half to one (1) hour in duration. Such time is to be considered the employee's time and they should not perform work tasks during their meal period.

A) Employees must be allowed at least a ½ hour uninterrupted meal period if working more than five (5) hours.

B) The Executive Director has the authority to grant rest periods to their employees. Such periods of rest, in general, should not exceed fifteen (15) minutes and the employee may not leave the work facility during such periods of rest and can be called back to work at any time. Typically the rest periods are one in the early part of the shift and one in the latter part of the shift. Either/both can be cancelled at any time based on business needs. The rest period(s) may not be combined with the meal period under any circumstances.

GENERAL PAYROLL INFORMATION - PAYROLL PERIODS: Pay periods shall be bi-weekly completed by weekly on Friday with 26 total pay periods yearly. Paychecks will be issued within seven (7) calendar days of the close of the reporting period.

MERIT BASED BONUS: The Executive Director may qualify for a merit-based bonus yearly at the discretion of the Board of Directors. This will take place in the last quarter of each year, following the employee evaluation, completed by the Board of Directors.

HOLIDAY BONUS: All employees may qualify for a monetary holiday bonus in the last quarter of each year. This is dependent on budget and Board of Director approval.

VOLUNTARY PAYROLL DEDUCTIONS: Other payroll deductions may be offered by the Board to employees if there are sufficient numbers of employees that wish the same type of deduction (i.e. United Way). Such requests shall be reviewed by the Accountant and the Executive Director; their recommendation will be presented to the Board for approval.

ON THE JOB

DISCIPLINE PROCEDURE

DEFINITIONS:

Coaching—Primary method to improve work performance and develop employees for potential advancement within the organization. Goal is to clarify needs, expectations and roles and offer additional assistance to employees so they can be successful in the work environment. It may also include a review of the employee's job description.

Oral Reprimand/Warning—Formal discussion in which the employee is verbally advised regarding some act(s) of improper conduct, performance deficiencies or violation of a regulation, rule, etc. The documentation is noted in the Executive Director's file on that employee as well as the employee's personnel file.

Written Warning—Formal written statement completed by the Executive Director containing a complete description of an offense or performance deficiency. Where appropriate, the report should also contain written objectives for performance improvement including a timetable for attaining these objectives.

Disciplinary Suspension—For (potentially) serious infractions of policies, procedures, values, mission and/or vision of BIS-MAN TRANSIT, an unpaid suspension may be invoked by BIS-MAN TRANSIT Executive Director to gain the employee's acknowledgement of needed behavioral/performance changes required immediately and consistently. An employee may be placed on an interim paid or unpaid suspension while the investigation is carried out, which shall not be considered disciplinary action.

Discharge—Taken after previous discipline and expected improvement has not resulted and/or an employee commits an offense that impacts their continued employment cannot be tolerated regardless of previous work history. Discharge results in complete separation from further employment.

Demotion—at any point in the disciplinary process, a demotion may be imposed on the employee if their work history, attitude, skills, and/or actions warrant it and if appropriate coaching has been offered/provided to the employee. A demotion could include a temporary or permanent reduction in hours, level of duties assigned, pay, and/or category of employment.

Bis-Man Transit generally follows a progressive discipline policy. The Executive Director has the discretion to select the appropriate level of correction for unacceptable employee behavior based on the issues being considered for discipline. Progressive discipline may include coaching and seeking outside assistance. In instances where verbal discipline is not effective or

appropriate, an employee may receive written notification of reprimand, suspension, demotion, and/or ultimately dismissal. Depending on the conduct, discipline may be imposed at any level.

Typical steps in Progressive Discipline may include one or more of the following:

- A) Coaching including seeking outside assistance,
- B) Oral reprimand or warning,
- C) Written reprimand or warning,
- D) Disciplinary suspension—with or without pay,
- E) Final Action- Demotion or discharge.

A formal Employee Performance Improvement Plan may be suggested/or mandated depending on the issues/behaviors surrounding the (potential) disciplinary action. The Executive Director will work with the employee implement a Performance Improvement Plan.

Documentation concerning written disciplinary actions shall be placed in the employee's personnel files. Employees shall also be required to acknowledge receipt of any written reprimand or warnings by signing the Disciplinary Action Form.

Signing the Disciplinary Action Form is not, however, considered an acceptance of or agreement to the action taken, only receipt of said discipline.

Employees shall be given the option of respond to any disciplinary action in writing. This document will be placed in the employee's file along with the written disciplinary action taken.

GENERAL RULES OF CONDUCT

It is the purpose of this policy to provide a framework for the proper conduct of Bis-Man Transit employees while on the job. It is further intended that discipline, where justified, be meted out in an equitable manner. Finally, it is intended that within very broad and general guidelines, the Executive Director is responsible for the implementation of this policy within their specific jurisdictional work areas.

A) The Executive Director should be certain that new employees are aware of existing work rules. This should be done during the employee's initial orientation and should be repeated at the end of the evaluation period. In addition, the Executive Director will discuss company rules with new employees and periodically with all employees as the need arises.

B) To ensure orderly operations and provide the best possible work environment, Bis-Man Transit expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. All active employees are covered under this policy. It is not

possible to list all forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment. The list is not intended to be exhaustive.

- Theft, loss, misappropriation, destruction/damage or inappropriate removal or possession of Bis-Man Transit funds, equipment or property
- Violation of the attendance policy or unauthorized absences; including repeated tardiness and leaving duty prior to fulfilling shift obligations
- Fighting or threatening violence while on duty or in the workplace
- Sexual or other unlawful or unwelcome harassment
- Failure to request leave in an authorized manner or abusing an approved leave
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Unauthorized use of telephones, mail system, internet or other employer-owned equipment
- Unauthorized disclosure of confidential information
- Failure to complete work duties as assigned including proper bus operation, dispatch and service procedures and protocols; including unauthorized exchange of work assignments
- Insubordination, including refusal or failure to follow the Executive Director or Board of Directors work orders
- Discourtesy or disrespect to a member of the public, a coworker or a Bis-Man Transit Executive Director
- Falsifying or altering any Bis-Man Transit record or report
- Violation of the dress code policy
- Willful misrepresentation or concealment of any fact requested during the hiring or investigatory process
- Violation of Bis-Man Transit Smoking Policy
- Violation of any Safety procedure or policy, including Drug Free Workplace and Substance Abuse Policy
- Disruptive behavior which causes negativity in the workplace, interruption in operations, or affects workplace morale
- Gambling while on duty or on Bis-Man Transit property
- Conduct tending to bring disrepute on Bis-Man Transit, its Board, or personnel
- Improper use of equipment; including but not limited to, computers, cell phones and the internet
- Solicitation of passengers of the public for any purpose while on duty, in uniform or any other situation where it may be construed that the employee is representing Bis-Man Transit
- Upon conviction of a felony impairing employment; or suspension or revocation of your driver's license or receiving traffic violation while operating a Bis-Man Transit owned vehicle
- Holding other employment or engaging in activities that interfere with or adversely affect the performance of your job duties

- Sleeping while on duty
- Violation of any Bis-Man Transit policy or procedure not listed

C) While this listing is not comprehensive, it is sufficient to demonstrate the types of behavior that may indicate an improper attitude toward the job.

PERSONAL APPEARANCE

Dress Code: Business Attire

Staff is expected to present a professional, business-like appearance.

Casual attire/jeans may be worn on Friday of each week.

WORKPLACE VIOLENCE POLICY

Bis-Man Transit values its employees and the Board affirms its commitment to providing workplaces and facilities that minimize the potential for violence. It is the intent of this policy to ensure that everyone associated with Bis-Man Transit, including employees and the public, never feels threatened by any forms of violence. Bis-Man Transit has a zero tolerance policy for violence, whether by or toward employees.

“Violence” shall include physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking or engaging in those activities. It shall also include acts, threats, intentions of harm, destruction, towards self, others or property, and may be psychological as well as physical, and the perception thereof.

Bis-Man Transit strictly prohibits weapons of any type in its facility or on any Bis-Man Transit property and at any Bis-Man Transit sponsored event. This includes visible and concealed weapons, even those for which the owner has obtained the necessary permits. While this list is not all-inclusive, “weapons” include firearms, knives, any explosive materials and any other object that could be used to harass, intimidate or injure another individual.

A) Disciplinary Action:

The investigation regarding alleged/actual workplace violence will begin immediately following Bis-Man Transit’s leadership knowledge. If it is determined that an employee is engaging in any form of violence in the workplace or threatening violence in the workplace, the employee shall be terminated immediately. No talk of or joking about violence will be tolerated. In cases of acts or threats of violence by employees, Bis-Man Transit endorses immediate and definitive use of the disciplinary process outlined in this document, resulting in termination of said employees. Criminal prosecution will be pursued as appropriate, as well.

B) Responsibility:

1. The Executive Director has overall responsibility for maintaining this policy, administering workplace violence prevention measures, and coordinating post-incident activities. The

Executive Director will also identify resources that may be used in developing training plans and workplace violence measures.

2. The Executive Director shall make safety one of his or her highest concerns. Employees should tell the Executive Director or the President of the Board of Directors about the real/perceived workplace violence immediately.
3. Employees shall report all acts and/or threats of violence (real or perceived) to the Executive Director or President of the Board of Directors. Employees should learn to recognize and respond to behaviors by potential perpetrators that may indicate a risk of violence.

When made aware of a real or perceived threat of violence, management shall conduct a thorough investigation, provide support for employees, and take specific actions to help prevent all acts of violence. Management is also responsible for documenting and reporting such incidences to Human Resources.

Drug and Alcohol Testing

Drug Testing

- BIS-MAN TRANSIT will require testing for prohibited drugs in accordance with 49 CFR Part 655.21, which includes; Marijuana, Cocaine, Opiates, Amphetamines, and Phencyclidine. All urine specimens shall be split-sample and shall be taken promptly with as little delay as possible. The “primary” sample shall be at least 30ml of urine; the “split” sample shall be at least 15ml of urine. Immediately after the specimen is collected, and in the presence of the employee, the specimen shall be divided into two separate containers, labeled, and sealed. The employee is obligated to identify each specimen and initial the specimen containers. The container containing the “primary” sample shall be sent to a Department of Health and Human Services (DHSS) certified testing laboratory on that day or the next normal business day by courier or the fastest practical method available. The “split” sample shall be preserved.
- The employee shall be given an opportunity to have the “split” sample tested at a DHHS certified laboratory of their own choosing and at their own expense within 72 hours of being informed of a positive result by the Executive Director. An employee shall be reimbursed for the cost of the “split” sample test if the “split” sample test results in a negative finding.

Additionally, if the “split” sample test results in a negative finding, the employee will be reimbursed for compensation lost as a result of the “primary” sample positive test.

- The failure of an employee to provide specimens of sufficient quantity, even after a 3 hour second opportunity following drinking up to 40 ounces of water, distributed reasonably through a period, will cause the employee to be referred for a medical evaluation to

develop pertinent information as to whether the employee's inability to provide a specimen is genuine or constitutes a refusal to test.

This medical evaluation shall be sent to the Executive Director. While this process is being accomplished the employee shall not be allowed to perform a safety-sensitive function and the employee will be placed on leave without pay. If the Executive Director concludes that there is a medically valid reason for the employee's inability to produce a specimen, the employee will be reimbursed for lost pay.

If the Executive Director concludes that there is not a medically valid reason for the employee's inability to produce a specimen, the employee's failure will be considered a refusal to test.

- An employee who has a verified positive drug test shall immediately be removed from performing a safety-sensitive function and will be subject to immediate termination of employment. The employee will then be referred to a Substance Abuse Professional (SAP) for evaluation.

Refusal to Take a DOT Drug Test

As an employee, you are considered to have refused to take a drug test if you:

- Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer.
- Fail to remain at the testing site until the testing is complete; Provided that an employee who leaves the testing site before the process commences for a pre-employment test is not deemed to have refused to test.
- Fail to provide a urine specimen for any drug test required by Part 40.191 or DOT agency regulations; Provided that an employee who does not provide a urine specimen because they have left the testing site before the testing process commences for a pre-employment test is not deemed to have refused.
- Fail to permit the observation or monitoring of your provision of a specimen, if so required.
- Fail to provide a sufficient amount of urine when directed, and it has been determined through a medical evaluation, that there was no adequate medical explanation for the failure.
- Fail or decline to take an additional drug test that the employer or collector has directed you to take.

- Fail to undergo a medical examination or evaluation as directed by the Executive Director as part of the verification process. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.
- Fail to cooperate with any part of the testing process. For example: refuse to empty pockets when directed by the collector, behaving in a confrontational way that disrupts the collection process, fail to wash hands after being instructed to do so by the collector.
- Fail to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around in order to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process. (Direct Observation Tests Only)
- Possess or wear a prosthetic device that could be used to interfere with the collection process.
- Admit to the collector or the Executive Director that you adulterated or substituted the specimen.

Alcohol Testing

- BIS-MAN TRANSIT will require alcohol testing in accordance with Federal Transit Administration (FTA) requirements set forth in Part 40. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A "screen" test shall be conducted first. Any result less than .02% alcohol concentration is considered a negative test. If the alcohol concentration is .02% or greater, a second "confirmation" test must be conducted. This test shall be by means of an Evidential Breath Testing (EBT) device that prints out the results, date, time, a sequential test number, and the name and serial number of the EBT. The alcohol test must be conducted by a Breath Alcohol Technician (BAT) who is trained to operate the EBT and is proficient in all breath alcohol testing procedures.
- Employees shall only be tested for alcohol while performing a safety-sensitive function, just before performing a safety-sensitive function, or just after performing a safety-sensitive function. Any test with a result of .02% or greater but less than .04% shall cause the employee to immediately be placed on leave without pay for at least 25 hours. Employees with a test result of .02% or greater shall be subject to disciplinary action up to and including termination of employment. Employees with a test result of .04% or greater shall immediately be removed from their safety-sensitive function and will be referred to a SAP for evaluation.
- Failure of the employee to provide an adequate amount of breath during a breath alcohol test will cause the employee to be immediately referred for a medical evaluation to

develop pertinent information concerning whether the employee's inability to provide the adequate amount of breath is genuine or constitutes a refusal to test.

The physician shall submit a written medical evaluation to the Executive Director. While this process is being accomplished the employee will be placed on leave without pay. If the Executive Director concludes that there is a medically valid reason for the employee's inability to produce a specimen, the employee will be reimbursed for lost pay. If the Executive Director concludes that there is not a medically valid reason for the employee's failure to produce a specimen the employee's failure will be considered a refusal to test.

Refusal to Take a DOT Alcohol Test

As an employee, you are considered to have refused to take an alcohol test if you:

- Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer.
- Fail to remain at the testing site until the testing process is complete; Provided that an employee who leaves the testing site before the process commences for a pre-employment test is not deemed to have refused to test.
- Fail to provide an adequate amount of saliva or breath for any alcohol test required by this part or DOT agency regulations; Provided that an employee who does not provide an adequate amount of breath or saliva because they have left the testing site before the testing process commences for a pre-employment test is not deemed to have refused a test.
- Fail to provide a sufficient breath specimen and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- Fail to undergo a medical examination or evaluation as directed by the employer as part of the insufficient breath procedures outlined at 40.265(c).
- Fail to sign the certification at step 2 of the ATF (see 40.241(g) and 10.251(d)).
- Fail to cooperate with any part of the testing process.

As an employee, if you refuse to take an alcohol test, you incur the same consequences specified under DOT agency regulations for a violation of the DOT agency regulations.

As a BAT or STT, or as the physician evaluating a "shy lung" situation, when an employee refuses to test as provided in this section, you must terminate the portion of the testing process in which you are involved, document the refusal on the ATF or in a separate document which you cause

to be attached to the form. You must immediately notify the DER by a means that ensures the refusal notification is immediately received. You must make this notification directly to the DER.

Compliance

For the purposes of implementing this policy and complying with FTA regulations, all safety-sensitive employees will be required to take and successfully pass urine drug testing and breath alcohol testing under the following circumstances. Refusal to submit to such screenings shall be considered a positive test. A positive test will result in disciplinary action up to and including termination of employment. The random drug testing will be continuous and reasonably spread throughout the year on all days and hours during which safety-sensitive functions are being performed.

- Pre-Employment Testing – Applicants for safety-sensitive positions will be required to take a drug test, administered in accordance with these policy requirements and resulting in a verified negative before they can be hired for a safety-sensitive position. Employees who wish to transfer from other positions to a safety-sensitive position will be required to take a drug test, administered in accordance with these policy requirements and resulting in a verified negative before they can be transferred to a safety-sensitive position.
- Reasonable Suspicion Testing – Employees employed in safety-sensitive positions will be subject to drug and alcohol testing the Executive Director, who has been trained in the detection of prohibited drug and alcohol abuse, has reasonable suspicion to believe that the covered employee has used prohibited drugs and/or alcohol. Reasonable suspicion will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.
- Post-Accident Testing – Safety-sensitive employees will be required to submit to prohibited drug and alcohol testing subsequent to an accident involving BIS-MAN TRANSIT owned or leased vehicles in the following instances:
 - Fatal Accidents – As soon as practicable following an accident which involves the loss of human life, each surviving safety-sensitive employee that was operating a BIS-MAN TRANSIT vehicle involved in the accident will be tested.
 - Non-Fatal Accidents and Property Damage Accidents – As soon as practicable following an accident not involving the loss of human life, each operator of a BIS-MAN TRANSIT vehicle involved in the accident will be tested:
 - If an individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident
 - In any occurrence in which the BIS-MAN TRANSIT vehicle involved or one or more vehicles involved incurs disabling damage as a result of the occurrence and such vehicles are transported away from the scene by a tow truck or other vehicle

- In any occurrence in which the mass transit vehicle involved is a rail car, trolley car, trolley bus, or vessel and the mass transit vehicle is removed from operation.
 - Following an accident which requires employee post-accident testing, employees to be tested must have an alcohol test administered within two (2) hours following the accident. If an alcohol test is not conducted within two (2) hours the employer shall prepare and maintain on file a record stating the reasons for which the alcohol test was not promptly administered. If an alcohol test is not administered within eight (8) hours following the accident, the employer shall cease attempt to administer an alcohol test and maintain the record. Records will be submitted to the FTA up request of the Administrator. Prohibited drug testing will occur within thirty-two (32) hours of the time of the accident.
Any employee subject to post-accident testing must refrain from alcohol use for eight (8) hours following the accident or until the employee has completed a post-accident test, whichever comes first.
 - An employee subject to post-accident testing may not leave the scene of an accident without receiving express permission from the Executive Director. In the event that the employee receives Executive Director permission to leave the scene, the employee subject to post-accident testing must remain readily available for post-accident testing and keep the Executive Director advised of their location. An employee who is subject to post-accident testing who leaves the scene of an accident without the express permission of the Executive Director or who fails to keep the Executive Director advised of their location prior to submitting to post-accident testing will be deemed to have refused to submit to testing. Nothing in this paragraph should be construed to prohibit the covered employee subject to post-accident testing from leaving the scene of an accident for the period of time necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.
 - You must not collect, by catheterization or other means, urine from an unconscious employee to conduct a drug test under this part. Nor may you catheterize a conscious employee. However, you must inform an employee who normally voids through self-catheterization that the employee is required to provide a specimen in that manner. If, as an employee, you normally void through self-catheterization and decline to do so, this constitutes a refusal to test.
- Random Testing – On various occasions throughout the year covered employees may be randomly tested for prohibited drug and/or alcohol use any time while on duty. Random testing will be performed at all hours of the day and all days when safety-sensitive functions are performed. The number of covered employees selected for testing each calendar year will be, at a minimum, an amount equal to the number of employees required to be tested pursuant to FTA regulations. The selection of safety-sensitive employees for random alcohol testing will be made up using a scientifically valid method that ensures each covered employee that they will have an equal chance of being selected each time random selections are made.

- Safety-sensitive employees selected for a random test must proceed immediately to the test facility following notification of the random test.
- Return to Duty Testing – A safety-sensitive employee that has not performed a safety-sensitive function for ninety (90) consecutive days or more, and has been removed from the random pool during this period, must take a Pre-Employment drug test with a verified negative result prior to returning to duty. If a covered employee's employment has not been terminated by the employer as a result of a refusal to test or as a result of a verified positive prohibited drug and/or alcohol test, before returning to duty a covered employee shall be required:
 - To take a return to duty prohibited drug and/or alcohol test with a verified negative result.
 - To be evaluated by a SAP to determine whether the covered employee has properly followed the recommendations for corrective action of the prohibited drug and/or alcohol abuse problem including successful completion of a SAP recommended rehabilitation program.
 - To receive a determination from the MRO that the employee may return to work.
 - To submit to periodic, unannounced follow up prohibited drug and/or alcohol tests for a period of up to sixty (60) months after the employee returns to duty.

Drug Test Results

The prohibited drug test results of employees will be reviewed by the BIS-MAN TRANSIT testing provider's MRO to determine whether there is any indication of a violation of the BIS-MAN TRANSIT prohibited drug policy. If an employee test results in a positive result, the MRO will give the person tested an opportunity to discuss the results and provide documentation of legally prescribed medication, which might account for the positive test result. The MRO will release test results to BIS-MAN TRANSIT, which will maintain them in a secure location with controlled access separate from the employee's personnel records.

In the event that an employee's prohibited drug test is positive, the MRO will refer the employee to a SAP. Based on information gleaned by the SAP, the SAP may make additional referrals and recommendations to the employee.

If the MRO informs the employer that a negative test result was diluted, the employer will take the following action:

- Schedule the employee for a retest and ensure that the employee is given the minimum possible advance notice that they must go to the collection site.
- Treat the result of the directed test as the test result of record.
- If the directed test result is negative-dilute, the employee will not be required to take an additional test because the result was dilute.
- If the employee declines to take the directed test, the employee has refused the test for the purpose of this part and DOT agency regulations.

Alcohol Test Results

Alcohol test results shall be provided on forms established by Subpart C40.59 Appendix A. Copy 1 (white) will be retained by the BAT, copy 2 (green) shall be provided to the employee, and copy 3 (blue) shall be transmitted to BIS-MAN TRANSIT. In the event that an employee's alcohol test is positive, a SAP will discuss the matter with the employee and, based on information gleaned by the SAP, the SAP may make additional referrals and recommendations to the employee.

General

- Test results from all drug and alcohol tests shall be retained by BIS-MAN TRANSIT in a secured location with controlled access as specified in 49 CFR Part 655.73.
- Test results will not be released to any party without the employee's written consent, except as otherwise required by law.

Education Program

The Executive Director will list and conspicuously post in a location accessible to all employees, a current listing of the names and locations of the following policy facilitators:

- Designated Prohibited Drug and Alcohol Specimen Collection Service
- Designated Prohibited Drug Testing Facility
- Designated Substance Abuse Professional Services
- Designated Breath Alcohol Technician Testing Services

The Executive Director will determine whether reasonable suspicion exists to require a driver to undergo testing under 49 CFR Part 655.14 receive at least sixty (60) minutes of education on alcohol misuse recognition. In the event that an employee is sent for alcohol testing because of a reasonable cause judgment made by the Executive Director, the Executive Director will accompany the employee to the testing facility.

Executive Director are required to use and apply all aspects of this policy in an unbiased and impartial manner. If the Executive Director knowingly disregards the requirements of this policy or who is found to deliberately misuse the policy in regard to subordinates shall be subject to disciplinary action up to and including termination of employment.

The Executive Director will ensure that all employees receive at least sixty (60) minutes of education on prohibited drug use.

Laws and Regulations

- All records will be retained as listed in 49 CFR Part 655.71.
- BIS-MAN TRANSIT will comply with all Federal, State, and Local laws and regulations concerning prohibited drug and alcohol testing as well as violations of prohibited drug and alcohol use in the work place.

- Any safety-sensitive employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of prohibited drugs or alcohol as well as test results. Access shall be contingent upon payment for records requested.
- BIS-MAN TRANSIT shall release information regarding a covered employee's record to any identified person pursuant to a specific written authorization from the employee.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both management and employees have important roles to play.

- In addition to those responsibilities listed above, management shall also:
 - Observe employee performance.
 - Investigate reports of dangerous practices.
- In addition to being concerned about working in a safe environment, employees are instructed to:
 - Support fellow workers in seeking help for prohibited drug and/or alcohol problems.
 - Report dangerous behavior to the Executive Director or any other management employee.

USE OF BIS-MAN TRANSIT PROPERTY AND FACILITIES

Use of Bis-Man Transit Equipment, Supplies or Tools:

A) Equipment, supplies or tools shall not be used for private or unauthorized purposes.

B) Employees shall be responsible for the care and conservation of Bis-Man Transit equipment, supplies or tools and shall promptly report accidents, breakdowns or malfunctions of any unit in order that necessary repairs may be made.

C) Pursuant to the City of Bismarck fire code and the NAFPA Code and because of the fire hazard to the public, employees, and Bis-Man Transit property, employees are prohibited from burning any open flame including candles in any Bis-Man Transit building or facility.

Other Property: Employees are required to return all Bis-Man Transit property or equipment in their possession upon separation from employment, promotion and/or transfer, leave of absence or suspension.

Use of Bis-Man Transit Telephone: Employees shall limit the use of all personal calls during work that interfere with their job or create a safety issue. In addition, payment for any charges accrued to Bis-Man Transit telephones will be the employee's responsibility.

Use of Transit-Owned Vehicles: Employees allowed use of Transit-owned vehicles are to do so for Bis-Man Transit business only. Any employees who are assigned Bis-Man Transit vehicles for long-term/take-home use must report all mileage accrued on the vehicle for personal use.

ACCEPTABLE USE POLICY FOR ELECTRONIC MAIL

The purpose of this policy shall be to set forth and encourage the proper use of the electronic communications facilities provided to the employees of Bis-Man Transit. This policy applies to all technology in use in the workplace or similar technology as may be introduced, including computers, radios, phones, smart phones, personal data devices, faxes, voicemails, and removable storage devices.

Definitions:

1. Bis-Man Transit Information Network -- The network of computers and other electronic devices provided for the electronic transaction of Bis-Man Transit business.
2. Electronic Mail -- A facility for the transmission of messages within or outside Bis-Man Transit that relies on the electronic transmission or receipt of digital information.
3. Encryption Software -- Proprietary Software that changes information from its native state to an unrecognizable coded state which can only be returned to its native state with special software.
4. Global Communications Facility -- Any facility that allows the interactive transmission of data to or from locations outside Bis-Man Transit. This definition includes the INTERNET and other technology resources that allow network access or remote communications.

Use:

1. The Board desires that use of Bis-Man Transit facilities shall be primarily for the transaction of Bis-Man Transit business. Use of these facilities for personal purposes, unless specifically authorized by the Executive Director for training purposes, shall be prohibited. Users have no expectation of privacy in connection with the use of Bis-Man Transit technology resources, including the creation, entry, receipt, storage, accessing, viewing or transmission of data.
2. All data created, entered, received, stored, accessed, viewed or transmitted via Bis-Man Transit technology resources are Bis-Man Transit property. Business-related data may neither be used for any purpose unrelated to Bis-Man Transit business nor sold, transmitted, conveyed or communicated in any way to anyone outside of Bis-Man Transit without express authorization.
3. Use of these facilities for purposes that are illegal under existing Federal or State law, shall be expressly prohibited. Use of these facilities in a manner inconsistent with Bis-Man Transit policies, including its policy against harassment, is also prohibited.

4. The Executive Director, may, from time to time, establish guidelines, consistent with this policy, to ensure the effective and efficient use of these facilities. These guidelines may include, but are not limited to, limitations on time available and the global facilities that can be accessed.
5. Bis-Man Transit employees who now have access to these facilities shall indicate their acceptance and agreement to comply with this policy in writing or their access may be terminated or suspended. Employees wishing to have access shall be required to indicate their agreement prior to being given access.
6. Use of encryption software must be specifically approved by the Executive Director prior to using such software for the storage, receipt or transmission of data.

Monitoring:

1. The Executive Director may monitor the use of the facilities and report the amount of time utilized on a monthly basis.
2. At the direction of the Executive, Bis-Man Transit may electronically monitor use of these facilities by viewing material created, entered, received, stored, accessed, viewed or transmitted Bis-Man Transit Information Network or on any computer or device in use in Bis-Man Transit facilities; or by directly viewing activity on the screen as it occurs.

Enforcement:

1. If an employee violates the policy, the Executive may suspend and/or terminate the employee's access to the electronic mail and global communications facility available on Bis-Man Transit Information Network.
2. Violation of this policy may result in disciplinary action pursuant to the adopted Personnel Policy Manual.

ACCEPTABLE USE POLICY FOR CELLULAR PHONES

An employee who uses a Bis-Man Transit owned or leased vehicle is prohibited from using a cell phone or other personal electronic device, hands on or hands off, while driving whether the business conducted is personal or company-related. This prohibition includes receiving or placing calls, text messaging, surfing the Internet, receiving or responding to email, checking for phone messages, or listening to other media while driving a Bis-Man Transit owned or leased vehicle.

Employees may not use or wear wired headphones, wireless headphones, blue tooth earpieces or headsets, wireless headsets, or use any other wireless speaker system that is Bis-Man to a cell

phone or other personal electronic device while they are driving or operating a Bis-Man Transit owned or leased vehicles.

Employees that are issued a company-supplied device, such as the Galaxy Tablets, are required to come to a complete stop in order to unlock the device or remain at a stop location so that it may be used safely prior to departing.

Employees operating a *revenue* vehicle (bus) and wishing to use their cell phone or other similar personal electronic device may only do so after they have:

- Stopped in a safe location, such as at a Transfer Center,
- Placed the vehicle in park (if so equipped) or in neutral with the parking brake applied and,
- Exited the vehicle.

Employees operating a *non-revenue* vehicle (car, truck) and wishing to use their cell phone or other similar personal electronic device may only do so after they have:

- Stopped in a safe location, parked in a designated parking space, and placed the vehicle in park or;
- Stopped in a safe location with the vehicle in park, turned on the four-way flashers, and exited the vehicle.

In the event of an emergency situation on board a Bis-Man Transit owned or leased vehicle an employee may use their personal cell phone to contact the authorities only after they have attempted emergency radio contact with the dispatch office. The vehicle must still be stopped in the safest location available at the time of the emergency and the transmission must be in park (if so equipped) or in neutral with the parking brake applied.

Employees who violate this policy will be subject to the following disciplinary action:

- First Offense-Suspension without pay for a period of three (3) day.
- Second Offense-Termination of Employment.

SMOKING

The use of tobacco products by Bis-Man Transit employees, contractors, visitors, and customers while on board or in any vehicle owned/operated by Bis-Man Transit is prohibited.

The use of any tobacco products by Bis-Man Transit employees, contractors, visitors and customers while in any facility or within 20 feet of any entrance to any facility, owned/operated by Bis-Man Transit is prohibited.

Tobacco products may only be used in *designated areas* on Bis-Man Transit property.

In accordance with N.D.C.C. § 23-12-10: *In order to protect the public health and welfare and to recognize the need for individuals to breathe smoke-free air, smoking is prohibited in all enclosed*

areas of: a) Public places; and b) Places of employment. Smoking is prohibited within twenty feet [6.10 meters] of entrances, exits, operable windows, air intakes, and ventilation systems of enclosed areas in which smoking is prohibited.

In addition to abiding by the policy stated above, Bis-Man Transit strongly encourages its employees, contractors, visitors, vendors and customers to refrain from the use of tobacco products and to remain tobacco free.

All Bis-Man Transit employees are encouraged to communicate the Tobacco-Free Areas and Vehicles Policy with courtesy and diplomacy to other employees, customers, visitors and vendors to those vehicles and facilities that are owned and/or operated by Bis-Man Transit.

HARRASSMENT

Bis-Man Transit is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, Bis-Man Transit expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

It is the policy of Bis-Man Transit to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran. Bis-Man Transit prohibits any such discrimination or harassment.

Bis-Man Transit encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of Bis-Man Transit to promptly and thoroughly investigate such reports.

Bis-Man Transit prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

Definitions of Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual

deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information or any other characteristic protected by law or that of his/her relatives, friends or associates, and that

- a) has the purpose or effect of creating an intimidating, hostile or offensive work environment;
- b) has the purpose or effect of unreasonably interfering with an individual's work performance;
- or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites or other means.

Individuals and Conduct Covered

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to Bis-Man Transit (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Complaint Process

Individuals who believe they have been the victims of conduct prohibited by this policy statement or who believe they have witnessed such conduct should discuss their concerns with the Executive Director or any member of management.

When possible, Bis-Man Transit encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. Bis-Man Transit recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

Bis-Man Transit encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore,

although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

False and malicious complaints of harassment, discrimination or retaliation may be the subject of appropriate disciplinary action.

HIRING OF RELATIVES RESTRICTED

It is the policy of Bis-Man Transit to hire the best qualified employees available for all jobs; however, in the interest of avoiding favoritism, the appearance of favoritism, or other conflicts in the workplace, immediate family members (to include employee's spouse, parents, children, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, and stepchildren) will not be eligible for employment within BIS-MAN TRANSIT.

EXPENSE REIMBURSEMENT

This policy is designed to assist employees in reporting expenses incurred while conducting Bis-Man Transit business activities.

Bis-Man Transit expects employees to act responsibly and professionally when incurring and submitting costs. The organization will reimburse employees for reasonable expenses on pre-approved business. This includes, for example, travel fares, accommodations, meals, tips, internet service, and purchases made on behalf of the organization.

Non travel related expenses must follow procurement policy guidelines.

Bis-Man Transit does not pay for local travel to and from the office. If employees use their vehicles for business travel, mileage, and appropriate parking fees will be reimbursed as per Internal Revenue Service Guidelines. Bis-Man Transit will not be responsible for fuel, maintenance, traffic or parking violations.

General guidelines

- Original receipts are required for reimbursement. These expenses include:
 - Boarding passes for airplane / train travel
 - Credit card receipts
 - Detailed merchant receipts
- Out-Of-Town Meals & Incidentals
 - As per **Federal GSA** per diem rates
 - 1st quarter 6 am – 12 Noon 20%
 - 2nd quarter 12 Noon to 6 pm 30%
 - 3rd quarter 6 pm to 12 midnight 50%
 - 4th quarter 12 Midnight to 6 am (Actual cost of lodging)

(Calculated per-diem may be paid in advance of the travel)
- Receipts must be accompanied by a summary which outlines:
 - The nature of the expense
 - The name and titles of the individuals involved
 - The purpose for the expense
- Expense summaries must be submitted with receipts and approved by the Executive Director.
- All expenses and summaries must be submitted within 30 days to the Accountant for payment.

Travel guidelines

- Employees are encouraged to fly coach class with the lowest available airfare for non-stop travel.
- All employees are expected to utilize the most cost efficient ground transportation option available. Including bus, rail or taxi. If a car rental is required prior Executive Director authorization is necessary. Employees are requested to rent mid-sized or compact vehicles. Employees will be reimbursed for the fuel costs associated with renting a vehicle.
- Any employee who chooses to use their own vehicle for travel purposes must have proof of up to date insurance on file and agrees to follow all policies as described herein related to use of company vehicles.

- Employees will be reimbursed for reasonable hotel accommodations. Discounted room rates should be requested at the time of room booking.
- The following list includes examples of non-reimbursable expenses:
 - Personal travel insurance
 - First Class Tickets or upgrades
 - Personal reading materials
 - Childcare
 - Toiletries, cosmetics, or grooming products
 - Expenses occurred by spouses, children, or relatives
 - In-room movies or video games
 - Alcoholic beverages
 - Sporting activities, shows, etc.

Any questions related to the content of this policy or its interpretation should be directed to the Accountant.

PROFESSIONAL DEVELOPMENT

TRAINING, CONFERENCES AND SEMINARS: Registration fees or similar expenses for approved training courses, conferences, seminars and conventions are reimbursable if approved in advance by the Executive Director.

MEETINGS, LECTURES AND TRAINING PROGRAMS: Generally, attendance at meetings, lectures and training programs are presumed to be hours of work. Exceptions to this presumption may apply under the following conditions:

A) Involuntary and Voluntary attendance - Where attendance is required at such events, they are to be considered work hours. Where attendance is not required, meetings, lectures and training programs may not be considered hours worked.

B) Related Training - Only training directly related to the employee's job is to be considered as hours worked. Programs conducted for the personal edification and/or entertainment of employees may not be considered as time worked.

C) Independent Training - Training in which the employee participates on their own, even though it may be job related, is not to be considered as hours worked.

LICENSURE AND CERTIFICATION

Certain positions require an employee to hold current licenses and/or certifications. It is the responsibility of the employee to maintain these required basic documents for their job. Employees are responsible to provide documentation validating current licensure, or certification at each renewal. Employees who allow required licensure or certification to lapse or have such suspended or revoked, or who have actions taken against their license are responsible to report

this immediately to the Executive Director. Individuals allowing required licensure or certification to lapse or who have had such revoked will be removed from their position.

Termination of employment may occur at management discretion in instances where the revocation or lapse of required licensure and/or certification has occurred.

DUES OF PROFESSIONAL OR TECHNICAL ORGANIZATIONS

Dues paid by employees for approved memberships in professional or technical organizations are reimbursable. Dues paid by all other employees are limited to two such approved memberships per employee per calendar year unless approved in advance by the Executive Director. Amounts claimed for reimbursement should be itemized on the expense report and substantiated by receipts.

SEPARATION

TERMINATION AND SEPARATION

Resignation - Voluntary: An employee may resign from Bis-Man Transit employment by presenting a resignation, in writing, to the Executive Director.

To resign in good standing, an employee must give at least fourteen (14) calendar days' notice. The Executive Director may choose to set the date for actual termination prior to the end of fourteen (14) calendar days. In order to establish a uniform policy regarding resignation, the following procedure will be used:

- A) When an employee notifies the Executive Director of the intent to resign, an exit interview should be conducted with the Executive Director.
- B) The Executive Director should make sure that all Bis-Man Transit property and equipment in the possession of the employee, including keys, tools, uniforms, insurance cards, etc., are returned prior to the employee's departure.
- C) An employee leaving in good standing is eligible for re-employment at a later date provided that the last performance evaluation was satisfactory or better and notice was appropriately fulfilled.

Unless a release form is signed by employee allowing additional information to be given out, only their dates of hire and termination and last position held may be released to reference calls.

Resignation – Involuntary: An employee shall be regarded as having resigned a position if able to notify the Executive Director of the reason for an absence, but fails to do so for three (3) consecutive working days. Involuntary Resignation shall also apply to employees who have notified the Executive Director within the necessary time period, but have exhausted all available leave time. Compensation owed to the employee during the pay period including the resignation will be paid on the appropriate payday.

Dismissal: During an initial evaluation period, an employee may be dismissed at any time at the discretion of the Executive Director. This policy does not apply to an employee serving an evaluation period following a transfer or promotion.

An employee who has been dismissed shall not be deemed to have severed employment in good standing. The employee shall be furnished with a statement, in writing, from the Executive Director

A) The order of the terminations shall be established by the Executive Director on the basis of the needs of Bis-Man Transit, and are subject to the provisions of any applicable collective bargaining agreements.

B) Factors such as relative merit and seniority of the persons may be considered for termination.

C) Employees who have not completed the evaluation period shall be terminated before other persons in the class are terminated. Also, consideration shall be given to full-time employees before part-time and temporary employees.

D) The affected employees shall be notified as quickly as possible, and in no event less than seven (7) days before the action takes place.

E) Employees terminated under this section have the same rights and privileges to re-employment as employees on a granted leave of absence without pay.

F) Employees affected by action under this section are eligible for all compensation due in the same manner as an employee resigning under favorable conditions.

G) A copy of the circumstances shall be retained in the employee's personnel file.

REHIRE OF FORMER EMPLOYEES

Former employees of Bis-Man Transit may be considered for reemployment with Bis-Man Transit under the following conditions:

A) The employee gave satisfactory advance notice upon resignation and fulfilled that notice appropriately. Notice is defined as two weeks for non-exempt staff and four weeks for exempt staff.

B) The employee's last evaluation was satisfactory.

MISCELLANEOUS

Donations or contributions are not reimbursable expense items.

CREDIT CARDS

A) A Bis-Man Transit employee may request to use Bis-Man Transit credit card to make travel arrangements such as confirming a hotel room and commercial carrier transportation.

B) All requests for authority to use Bis-Man Transit credit card must be made to the Executive Director.

C) Charges shall not be made to Bis-Man Transit credit cards, which are not covered by a sufficient appropriation in the approved and adopted Bis-Man Transit budget.

RESTRICTION OF POLITICAL ACTIVITIES

No Bis-Man Transit employee shall engage in political activities during working hours or using Bis-Man Transit property. No Bis-Man Transit employee will be intimidated into supporting or contributing to partisan political activities.

Any violation of this rule is cause for suspension or dismissal. Outside of working hours, there shall be no restriction on political activities, except employees under Federal grants covered by the Hatch Act.

GIFT BAN

No employee shall solicit or accept any gift from any prohibited source or in violation of any federal or State statute, rule, regulation or any policy or resolution. This ban applies to and includes spouses of, and immediate family living with, the employee.

Definition of "Disallowed Gifts":

A) Cash and cash equivalents including gift cards and certificates.

B) Non-sympathy gifts.

C) Company-purchased birthday, shower, holiday or any other personal gifts.

D) BIS-MAN TRANSIT property.

E) Alcohol and/or tobacco products.

F) Illegal items.

Employee Acknowledgement Form

I have received a copy of the Bis-Man Transit Employee Handbook. I understand that I am to become familiar with its contents as it outlines my responsibilities, benefits and Bis-Man Transit guidelines. This Handbook supersedes and replaces all prior statements and practices whether presented verbally or in writing. The Employee Handbook describes important information about Bis-Man Transit, and I understand that I should consult the Executive Director regarding any questions not answered in the handbook.

Since the information, policies and benefits described herein are necessarily subject to change, I acknowledge that revisions to the handbook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employees Name (printed):

Employees Signature:

Date:

H

KÄRCHER

COMBATING VIRUSES WITH MISTING PRECISION.

Meet the HD 2.0/1000 Dual Mister, an all-in-one mister and pressure washer

Kärcher's cold water, corrosion-resistant aluminum Dual Mister easily converts from a pressure washer to a mister for dispensing sanitizer or disinfectants, such as Vital Oxide®. This reliable electric powered pressure washer comes standard with a humidifying nozzle and an Easy!Valve that allows the operator to easily switch from pressure washing to misting mode. It can convert from a cart to skid, provides a bypass loop for additional pump protection, and it offers a low profile handle and compact footprint, making it easy to maneuver. In short, this unit is designed to combat viruses and bacteria in misting mode, or it can be used as a high pressure washer to clean surfaces. Your choice.



7 YEAR
PUMP
WARRANTY



NEW

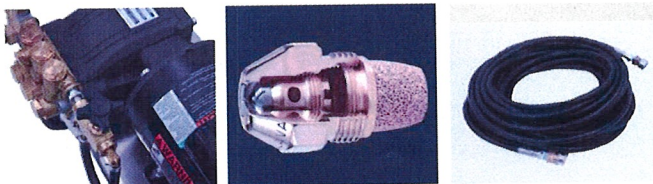


TECHNICAL DATA

| | | |
|-------------------|---------------------------|--------------------|
| Model | HD 2.0/1000 Dual Mister | |
| Part No. | 1.106-160.0 | |
| | HIGH PRESSURE MODE | MISTER MODE |
| GPM | 2.0 | 0.023 - 0.06 |
| PSI | 1000 | 107 - 480 |
| Drive | Direct | Direct |
| HP | 1.5 | 1.5 |
| Electrical | 120V / 1ph | 120V / 1ph |
| Amps | 13.6 | 6.5 - 8.0 |

*Includes: Pump: Kärcher KF, Pump RPM: 1725, Power Cord: 36 ft
Shipping Dimensions (L x W x H) 41" x 22" x 25", Shipping Weight (L x W x H): 161 lbs

MISTING SYSTEM



- **EASY!VALVE:** allows user to vary the operating pressure to control the flow. Possible to use 1 or 2 trigger guns at the same time in misting mode.
- **Misting Nozzle:** 1/4 NPTF brass adapter delivers finely atomized cone spray pattern.
- **High Pressure Hose:** 75 foot 1/4-inch, non-marking high pressure hose.

ACCESSORIES

| Order No. | Description |
|---------------|---|
| ■ 8.750-247.0 | Gun, M407 |
| ■ 8.925-393.0 | Hose, 1/4" x 75', R1, 4000 PSI, SW X SW |
| ■ 8.783-040.0 | Lance, 44", zinc-plated, handle and coupler |
| ■ 8.712-338.0 | Nozzle, yellow, 035 |
| ■ 8.712-339.0 | Nozzle, green, 035 |
| ■ 8.712-340.0 | Nozzle, white, 035 |
| ■ 8.929-512.0 | Misting Nozzle Assembly with 1/4" Quick Connect |
| ■ 8.709-175.0 | Filter High Pressure 1/4" |

■ Included □ Optional

ACCESSORIES

| Order No. | Description |
|----------------|--|
| □ 8.902-421.0* | Two-Gun Tee Coupler |
| □ 8.710-620.0 | Legacy Superlite stainless steel wand, 72" - 56.0 oz |
| □ 9.807-750.0 | 37.5" long handle |
| □ 9.807-753.0 | Lance holder |
| □ 9.807-752.0 | Hose storage hook |
| □ 9.807-751.0 | Handle with hose reel (mild steel anthracite handle) |

*Must order with additional hose, gun and misting nozzle

For more information, call 888-805-9852 or visit www.karcher.com/us

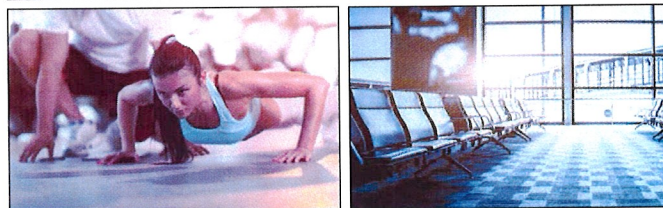
KÄRCHER

makes a difference

Vital Oxide

VitalOxide is an EPA registered disinfectant cleaner, mold killer and super effective odor eliminator. Ready to use with no mixing required, just spray, wipe or fog right from the bottle. Non-irritating to the skin and non-corrosive to treated articles.

**FOR USE AGAINST
SARS-CoV-2
(COVID-19)**



The Ideal Disinfectant

FOOD CONTACT SANITIZER - NSF Registered (D2) Sanitizer

- Kills 99.999% of bacteria, including eColi, Salmonella, and Listeria in less than 60 seconds, and it's odorless, requires no rinse and doesn't alter the taste of food that has been prepared on sanitized surfaces.

EPA REGISTERED DISINFECTANT

- Contains no volatile organic compounds (VOCs) and kills a wide range of viruses such as Noro Virus, Feline and Canine coronavirus and bacteria. It doesn't contribute to mutating super bugs.

ALLERGEN ELIMINATOR

- Proven effective on pet dander, as well as dust mites and cockroach allergen. Safe to use on pet bedding and sleeping areas.

ELIMINATES SARS-CoV (COVID-19)

- Listed on US EPA List N: Disinfectants for use against SARS-CoV-2, the cause of COVID-19

MOLD & MILDEW INHIBITOR

- Inhibits & keeps mold and mildew from growing for up to 4 weeks

ODOR ELIMINATOR

- Eliminates malodors due to smoke, trash, septic systems, stale cooking and more, without using masking agents. Neutralizes urine and fecal odors

HVAC AND AIR DUCTS

- Leaves HVAC systems and air ducts free of microbial contamination from bacteria, mold, mildew and other fungi, while ensuring air quality.

SOFT SURFACE SANITIZER

- Kills odors and odor causing bacteria on soft surfaces by eliminating the source. Great for upholstery, curtains and auto interiors.

Product Information

| Part No. | Size | Gross weight | Dimensions (L x W x H) inches | Ship UPS |
|-------------|---------|--------------|-------------------------------|----------|
| 8.639-558.0 | 4x1 gal | 36 lb. | 16 x 9 12 | Yes |
| 8.639-560.0 | 6x1 qts | 15 lb. | 14 x 10 x 6 | Yes |
| 8.698-112.0 | 55 gal | 585 lb. | 23.5 x 23.5 x35 | No |

North America:

4555 Airport Way, Denver, CO 80239, U.S.A.
Phone 888-805-9852 | Fax 303-738-2818 | www.karcher.com/us

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Foggers

| <u>Vendor</u> | <u>Brand Bid</u> | <u>Power Source</u> | <u>Warranty</u> | <u>Container Size</u> | <u>Active Ingredient(s)</u> | <u>Safety Data Sheet Provided</u> | <u>Minimum Order</u> | <u>Pricing</u> | <u>Contact Name</u> | <u>Contact Phone</u> | <u>Contact Email</u> |
|---------------------------|---|----------------------|-----------------|-----------------------|-----------------------------|-----------------------------------|----------------------|--|---------------------|----------------------|--|
| Brenco Corp. | Karcher HD 2.0/1000 Dual Mister | Standard Outlet | 12 Months | N/A | N/A | N/A | 1 | \$1700 EA Qty 1-10 \$1500 EA Qty 11-50 \$6125 EA Qty 1-3 \$6025 EA Qty 4-10 \$5825 EA Qty 11-25 \$5625 EA Qty 26-50 \$6835 EA Qty 1-3 \$6735 EA Qty 4-10 \$6535 EA Qty 11-25 \$6335 EA Qty 26-50 \$11975 EA Qty 1-3 \$11875 EA Qty 4-10 \$11675 EA Qty 11-25 | Garet Molde | 701-282-2225 | garet@brencoonline.com |
| Bacteria Busters, LLC | Jereh (ESS) Electrostatic Sprayer Backpack Unit with Charger and Extra Battery | Rechargeable Battery | 12 Months | N/A | N/A | N/A | 1 | \$11475 EA Qty 26-50 \$6835 EA Qty 1-3 \$6735 EA Qty 4-10 \$6535 EA Qty 11-25 | Chris Laramie | 701-580-1236 | chris@bacteriabustersusa.com |
| Bacteria Busters, LLC | Jereh (ESS) Electrostatic Sprayer Suitcase Unit with Charger and Extra Battery | Rechargeable Battery | 12 Months | N/A | N/A | N/A | 1 | \$6335 EA Qty 26-50 \$11975 EA Qty 1-3 \$11875 EA Qty 4-10 \$11675 EA Qty 11-25 | Chris Laramie | 701-580-1236 | chris@bacteriabustersusa.com |
| Bacteria Busters, LLC | Jereh (ESS) Electrostatic Sprayer Mobile Station with Charger and Extra Battery | Rechargeable Battery | 12 Months | N/A | N/A | N/A | 1 | \$11475 EA Qty 26-50 | Chris Laramie | 701-580-1236 | chris@bacteriabustersusa.com |
| SJ Trading dba We Protect | Electric Portable Fogger Machine 4.5L | Standard Outlet | 12 Months | N/A | N/A | N/A | 100 | \$189.00 EA Qty 100-500 | Laura Georgian | 978-697-5226 | laura@weprotect.me |

Solution

| <u>Vendor</u> | <u>Brand Bid</u> | <u>Power Source</u> | <u>Warranty</u> | <u>Container Size</u> | <u>Active Ingredient(s)</u> | <u>Safety Data Sheet Provided</u> | <u>Minimum Order</u> | <u>Pricing</u> | <u>Contact Name</u> | <u>Contact Phone</u> | <u>Contact Email</u> |
|------------------------|---|---------------------|-----------------|-----------------------------|-------------------------------|-----------------------------------|----------------------|---|---------------------|----------------------|--|
| Brenco Corp. | Pro-Con SYSTEMS Turquoise 3 Hospital Grade Disinfectant | N/A | N/A | 512 oz (4 Gallon Container) | Quaternary Ammonium Chlorides | YES | 1 | \$150 EA Qty 1-3 \$135 EA Qty 4-10 \$115 EA Qty 11-25 \$95 EA Qty 26-50 \$815 EA Qty 1-3 \$815 EA Qty 4-10 \$685 EA Qty 11-25 | Garet Molde | 701-282-2225 | garet@brencoonline.com |
| Bacteria Busters, LLC | Vital Solutions Vital Oxide Disinfectant | N/A | N/A | 1920 oz (15 Gallon Drum) | Stab. Chlorine Dioxide | YES | 1 | \$685 EA Qty 26-50 \$2800 EA Qty 1-3 \$2500 EA Qty 4-10 | Chris Laramie | 701-580-1236 | chris@bacteriabustersusa.com |
| Bacteria Busters, LLC | Vital Solutions Vital Oxide Disinfectant | N/A | N/A | 7040 oz (55 Gallon Drum) | Stab. Chlorine Dioxide | YES | 1 | \$2200 EA Qty 11-25 \$2200 EA Qty 26-50 | Chris Laramie | 701-580-1236 | chris@bacteriabustersusa.com |
| Black Mountain Traders | P3 Shield Solution | N/A | N/A | 128 oz (1 Gallon Container) | Calfax DB345, Halogenate | YES | 1 | \$386.25 EA Qty 1-3 \$373.75 EA Qty 4-10 \$336.25 EA Qty 11-25 | Ana Miletich | 612-991-0099 | amiletich@blackmountaintraders.com |



We have prepared a quote for you

Temperature Scanning Device

PREPARED FOR

Bis-Man Transit



www.newvisionnd.com

Friday, August 07, 2020

Bis-Man Transit
Deidre Hughes
3750 E Rosser Ave
Bismarck, ND 58501
dhughes@bismantransit.com

Dear Deidre,

Attached is your proposal request from NewVision Security. Please sign your proposal. We look forward to doing business with you.

Installation of a Temperature scanning device including a Desk Stand. This will provide temperature and mask notifications.

Tyler
Technology Advisor
NewVision Security Systems

Executive Summary

 Cameron Fleck

Owner

Executive Summary

Businesses lose billions of dollars each year to theft and vandalism. NewVision Security has helping North Dakota business owners to add security and accountability for more than 25 years. Doing business in North Dakota has proven to be a benefit for NewVision as large manufacturers have been willing to bet on growth in this market. NewVision Security has been able to secure major product lines with exclusivity in North Dakota and South Dakota for many of great products.

NewVision Security is actively engaged in the business of selling, installing, and maintaining security systems including video surveillance systems and access control systems for businesses and individuals. The business will receive both large sporadic revenues from complex installations and recurring streams of revenue from ongoing service and upgrades to previously installed systems. NewVision Security serves nearly every industry with special emphasis on the following verticals:

- Schools and Higher Education
- Banks and Credit Unions
- Healthcare Facilities
- State and Government buildings
- Oil and Gas
- Utility and Power Plant
- Storage Units
- Farm and Ranch
- Casinos
- Residential

Each business, industry, and property have their own unique set of security requirements ranging from a simple IP camera system all the way up to a fully integrated security system with controlled access and lockdown capabilities banks and schools. From a small mom and pop shop all the way up to the School Districts and power plants, NewVision Security goes through that process to make sure that they are designing the right system based on the needs and budget of each business.

Team

Cameron Fleck leads a team of four plus technicians, four in sales and other support staff to continued growth. NewVision Security specializes in quality installation and then getting the right components and parts installed the right way. It's a differentiator for the company since it requires boots on the ground from the very beginning. NewVision Security has the manpower to get it installed quickly and to provide ongoing support to keep the system up to date.

Service and Support

NewVision builds a system, they are monitoring the health of the system much like an I.T. company monitoring your computers at your office. With service contracts in place they are actively testing and monitoring systems to prevent unscheduled downtime.

The Future

There are regulations for companies whether you're a banker or in oil and gas. All the systems that New Vision puts in help automate so that those regulations are being met. Many new regulations around power plants and substations are becoming mandatory in 2020. Companies are required to have cameras and keycard access to track everybody through their banks, schools, and other facilities. Based on regulations and funding, these organizations are required to be compliant with security standards. NewVision Security helps these business owners to meet the regulations that are being passed down from Washington DC.



Hardware

| Description | Price | Qty | Ext. Price |
|-----------------------------|------------|-----|------------|
| Temperature Scanning Device | \$2,500.00 | 1 | \$2,500.00 |
| Screws, Zip ties, etc. | \$22.20 | 1 | \$22.20 |
| Screws, Zip ties, etc. | | | |
| Subtotal: | | | \$2,522.20 |

Services

| Product Details | | Ext. Price |
|-----------------|--|------------|
| Installation | | \$475.00 |
| Subtotal: | | \$475.00 |

Disclaimer

***Anything used outside of this scope of work is subject to T&M.



Temperature Scanning Device



Prepared by:
NewVision Security Systems
Tyler
7012228888
tyler@newvisionnd.com

Prepared for:
Bis-Man Transit
3750 E Rosser Ave
Bismarck, ND 58501
Deidre Hughes
(701) 258-6817
dhughes@bismantransit.com

Quote Information:
Quote #: 000430
Version: 1
Delivery Date: 08/07/2020
Expiration Date: 09/04/2020

Quote Summary

| Description | Amount |
|----------------|------------|
| Hardware | \$2,522.20 |
| Services | \$475.00 |
| Subtotal: | \$2,997.20 |
| Estimated Tax: | \$176.55 |
| Total: | \$3,173.75 |

Terms and Conditions

Balance due in full upon signing. At NewVision Security's discretion, client may withhold a retainage of 10% of proposal amount until all work is satisfactorily completed by NewVision Security.

By accepting this proposal you are agreeing to all terms and conditions and disclaimers listed on the proposal provided.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

NewVision Security Systems

Bis-Man Transit

Signature: _____

Signature: _____

Name: Tyler Scherr

Name: Deidre Hughes

Title: Technology Advisor

Date: _____

Date: 08/07/2020



Fever Detection & Thermal Scanning Solution

Anonymous Thermal Scanning + Compliance Reporting + Access Control

Contactless

Anonymous Infrared
Thermography
Temperature Scanning

Accuracy: $\pm 0.3^{\circ}\text{F}$

Thermometry Distance: 1ft-6ft

Infrared Facial Rec
& Liveness Detection

Recognition Rate >99.995%

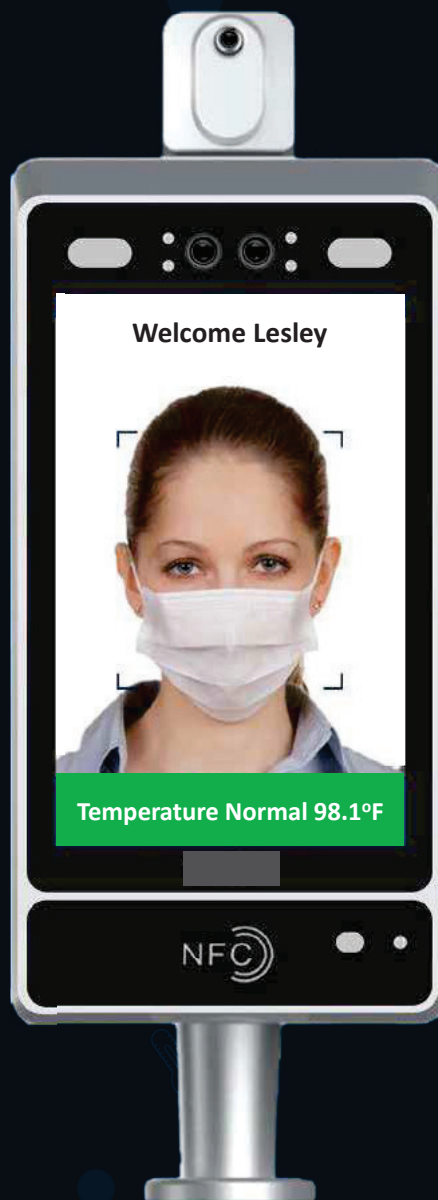
8 Inch
Touch Screen

Real-Time

Temperature Display

NFC, RFID, Bluetooth
& QR Code

Integrates with Access Control



Healthcare



Arena



Hotel



School



Factory



Office

Configurable Experiences

Enabled with Configurable Experiences Right at your Fingertips

Provides a plethora of customizable experiences that can be selected and managed from the cloud or from the SnapXT Device. Workflows are configurable by you or your team with just one touch and available at the SnapXT Device level enabling you to provide seamless Customer, Staff, Visitor & Vendor Thermal Scanning experiences, all reporting into the cloud.

Anonymous and Identified Experiences

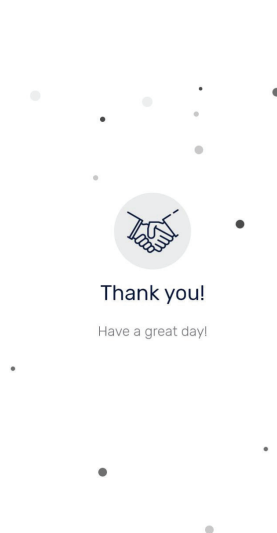
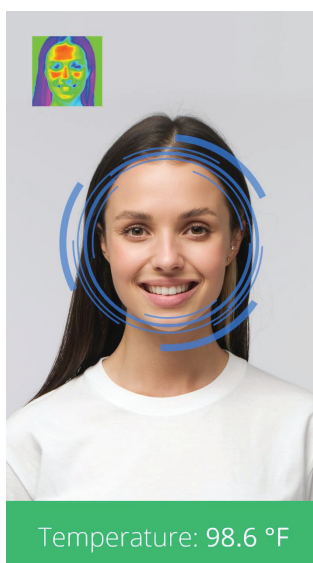
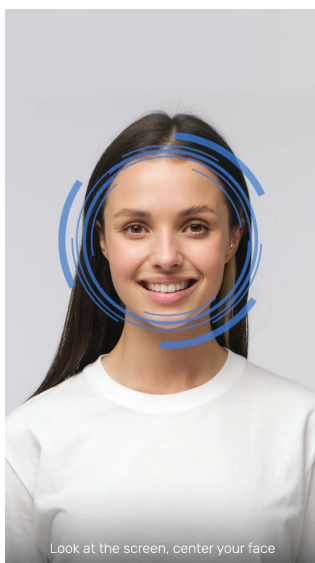
- ✓ Thermal Scan, Display or Do Not Display Temp, Customized On-Screen Message Post Temperature Reading
- ✓ Thermal Scan, Display or Do Not Display Temp, Customized On-Screen Message, High-Temperature Image Capture
- ✓ Thermal Scan, Facial Recognition, Anonymous for Individuals Not Recognized, Option for On-Screen Enrollment
- ✓ Thermal Scan, Access Card/NFC/QR Code Presentment
- ✓ Access Card/NFC/QR Code Presentment followed by Thermal Scan

Automated COVID-19 Compliance & Reporting

- ✓ **Step 1:** Visitor/Vendor/Staff ("Member") is Sent a Link via E-Mail or SMS to Complete your COVID-19 Questionnaire
- ✓ **Step 2:** Member Completes Questionnaire, Optional Face Enrollment, Optional Sign on Screen, Optional T's & C's
- ✓ **Step 3:** Member is Provided a QR Code for Identity & Successful Completion of Questionnaire
- ✓ **Step 4:** Member Presents at Device, Thermal Scan, Facial or QR Code Authentication
- ✓ **Step 5:** You are Provided with Real-Time, Up to Date, Auditable & Compliant Member Compliance Reporting
- ✓ **Step 6:** Members can be Automatically Notified if Questionnaire is Not Completed

Anonymous Thermal Scan Experience Workflow

Experiences can be customized at the Device level. Multiple experience can be customized for an organization, i.e. Visitors, Vendors, Patients & Staff call all have unique workflows depending upon device location & settings with all data feeding into the cloud.



Customizable Landing Page

You can customize the landing page with your logo, date and Initial word Display. This screen can also be defaulted to any language.

Thermal Scanning

During the Thermal Scanning process, an Individual looks at the spinning circle with the scan taking place in less than one second. The Software defaults to thermal scanning the center of an Individuals Forehead.

Temperature Presentment

An Individuals Temperature (F or C) is presented in less than one second.

A Green background is presented for In Range Temperatures and a Red background for a High Temperature.

Customizable Messaging

Post Thermal Presentment, a custom message and logo can be presented to the visitor, vendor, customer, patient or staff member.



Thermal Scanning & Access Management Terminal

Technical Specifications

| | |
|------------------------------|--|
| OS | Android |
| Processor | Dual-Core 1.8GHz+Quad-Core 1.4GHz |
| Memory | 4GB DDR, 16GB eMMC |
| Display | 8-inch, 800*1290 |
| Keys | 1 Reset Key |
| Sensor | Infrared Sensor |
| Front Camera | Dual Lens Camera (RGB+IR), 2MP+1.3MP |
| Fill Light | White LED |
| Contactless Reader | ISO14443 Type A/B, Mifare, ISO 18092 Compliant |
| SIM Slots | 1 SIM (4g) |
| Communications | Ethernet, WiFi, Bluetooth |
| Body Temperature Measurement | Precision $\pm 0.3^{\circ}$, Distance 0.7m-1m |
| Peripheral Ports | 1 DC, 1RJ45, 1 micro USB, 1 Wiegand, 1 RS485 |
| Audio | Dual Audio Speaker, Microphone |
| Power Supply | 12V/2A & POE |
| Bracket | Wall & Turnstile Mount or Floor or Desk Stands |
| Dimensions | 272 (L) * 135 (W) * 30 (H) |
| Environmental | Operating Temp: -10°C to 45°C |
| MDM | Mobile Device Management |
| Certification | CE |

Temperature Reader



Touchless Temperature Sensor

Multiple Applications



Example Use Cases

Customers

- Touchless Anonymous Customer Temperature Check
- Automatic Front Desk Notification of High Temp
- Self-Enrollment Capable

Staff

- Touchless Staff Check In & Temperature Check
- Reportable, Auditable & Compliant
- Auto Notifications can be Sent for High Temp
- Auto Notifications can be Sent for Missed Temp Screening

Visitors & Vendors

- Touchless Provider Check In & Temperature Check
- Reportable, Auditable & Compliant
- Auto Notifications can be Sent for High Temp
- Auto Notifications can be Sent for Missed Temp Screening

Access Control

- Touchless Thermal Scan & Facial Door Access
- Integrated Turnstile Access
- Integrates into Existing Access Control System

Where We Provide Value

- Healthcare
- Stadiums & Arenas
- Hotels
- Schools
- Offices
- Buildings
- Factories
- Amusement Parks
- Government
- Colleges
- Shopping
- Restaurants
- Supermarkets
- Senior Living
- Quick Serve
- Reopening the World

Features & Benefits

Exceptional Performance

- Easy to Implement
- Certified & Secure
- Works Online & Offline
- Real-Time High Temperature Notification
- E-Mail & SMS Notification
- Works Online & Offline
- 1:10,000 Sub Second Face Matching
- Wi-Fi or Ethernet Connections

Unprecedented Reliability

- Part of CERTIFY's Compliant Platform
- 24x7, 365 Live Technical Support
- Plug & Play
- Hosted in Microsoft Azure
- Platform is HIPAA, HiTrust & ISO Compliant
- Customized Android Apps & Workflows
- Plug & Play Installation
- Integrates into Existing Access Control

Stand Selection

Stands Specifically Designed for Your Use Case

WALL MOUNT



Our durable wall mounted bracket is perfect for front of door or wall placement.
Mount: 8.1 x 6.5 x 3.5 in, Weight: 1.2 lbs

POLE MOUNT



Our perfectly designed pole mount is perfect for access control gates, buses, trains and built in solutions.
Pole: 8.1 x 6.5 x 3.5 in, Weight: 1.3 lbs

LIGHT UP DESK STAND



This well constructed light up desk stand is perfect to attract users to the thermal scanning device.
Base: 12 x 12 x 3.5 in, Stand: 9 x 6.4 x 4.7 in, Weight: 7 lbs

LIGHT UP POLE STAND



This high-end light up pole stand is perfect to attract users to the thermal scanning device.
Pole: 12 x 12 x 45 in, Stand: 9 x 6.4 x 4.7 in, Weight: 18 lbs



August 27, 2020

TO: Bis-Man Transit Board of Directors

FROM: Deidre Hughes, Executive Director

SUBJECT: Community Transportation Associate of America Conference

RECOMENDATION: Staff recommends approval of Executive Director attendance at the 2020 CTAA Conference, November 15-18.

BACKGROUND: Bis-Man Transit Staff is currently a member of CTAA. This membership expires September 1, 2020.

“Founded by a small group of community transportation professionals in 1989, organizations and individuals have joined CTAA as members to share innovation, receive training and certification specific to their needs, advance policy and legislative priorities and improve mobility options in their communities.”

DISCUSSION: Training courses of interest are listed below. In the event COVID-19 would prevent outside travel, registration fees will be refunded or virtual classroom options may be available.

Procurement and Compliance

Senior Instructor: Kelly Shawn

Many transit providers and communities require contracted services because they may not have the capacity to provide the services themselves. In other cases, contracted services like maintenance, operations and management may prove to be more cost effective through a contract versus in-house. This session will provide a comprehensive review of third-party contract management starting with the identification of need for contracted service, procurement process, contract award, contract oversight and contract termination or renewal. We will discuss all aspects of contracting services effectively and responsibly while reducing exposure to risk.

ADA and Title VI

Senior Instructor: Kelly Shawn

“Transportation for All” is a theme throughout the transit industry, and thanks to a couple of monumental Civil Rights laws, transit embraces fair and equitable transit practices. This session will discuss the background behind the Americans With Disabilities Act and Title VI of the Civil Rights Act. Topics will include the implementation and compliance challenges with the laws as they relate to passenger transportation. Are you fully implementing the FTA requirements under these rules?

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

3750 East Rosser Avenue, Bismarck, ND 58501 • P: (701) 258-6817 • F: (701) 258-6752 • www.bismantransit.com

FINANCIAL IMPACT: See below.

| | | | | |
|------------------------|------------------------|---------------------------------|-----------------------------------|--|
| Registration & Classes | \$ 1,125.00 | Must register prior to 9/1/2020 | | |
| | | | | |
| Monday Class | Procurement Compliance | | | |
| Tuesday Class | ADA/Title VI | | | |
| | | | | |
| Hotel | \$ 658.52 |] | May fluctuate prior to booking | |
| Flight | \$ 277.20 | | | |
| | | | | |
| Total Cost | \$ 2,060.72 | | | |

MileagePlus: Sign in or join
(https://www.united.com/en/US/account)

Roundtrip (1 traveler)

Edit search (#)

Basic Economy (#)

Sun, Nov 15, 2020

BIS - SDF (#) 8:10 am - 1:49 pm

Basic Economy (#)

Wed, Nov 18, 2020

SDF - BIS (#) 3:30 pm - 8:03 pm

Fare (#)

\$248.00

Taxes and fees (#)

\$29.20

TOTAL

\$277.20

\$0 intro annual fee

Learn more >



You Pay Today

\$277.20

Card Statement Credit

-\$250.00

Total After Statement Credit

\$27.20

This fare has restrictions.

Please review the information below before continuing.

Trip summary

▶ View checked baggage charges(#checked-baggage-charges-content)

Sun, Nov 15, 2020

Compare offers (#) Your account may give you access to travel benefits. Sign in (#)

| | Bundle offer 1 | Bundle offer 2 |
|---|--|--|
| <div> <div>8:10 am</div> <div>✈</div> <div>1:49 pm</div> <div>1 Connection</div> <div>Bismarck, ND, US (BIS)</div> <div>Louisville, KY, US (SDF)</div> <div>4h 39m total (#)</div> </div> <div>Basic Economy</div> <div> <div>BIS to ORD</div> <div>UA 4621</div> <div>Embraer RJ145</div> <div>ⓘ</div> </div> <div> <div>Operated By EXPRESSJET AIRLINES DBA UNITED EXPRESS</div> <div>54m connection</div> <div>ORD to SDF</div> <div>UA 4575</div> <div>Canadair Regional Jet 550</div> <div>ⓘ</div> </div> <div> <div>Operated By GOJET AIRLINES DBA UNITED EXPRESS</div> <div>▶ Details (#flight-details-1)</div> </div> | <div>Partial bundle ⓘ</div> <div> <div>United ClubSM access ⓘ</div> <div>+ \$50 per person</div> <div>Select</div> </div> | <div> <div>Seat Assignment ⓘ</div> <div>Standard checked bag ⓘ</div> <div>+ \$75 per person</div> <div>Select</div> </div> |

Wed, Nov 18, 2020

| | Bundle offer 1 | Bundle offer 2 |
|---|--|--|
| <div> <div>3:30 pm</div> <div>✈</div> <div>8:03 pm</div> <div>1 Connection</div> <div>Louisville, KY, US (SDF)</div> <div>Bismarck, ND, US (BIS)</div> <div>5h 33m total (#)</div> </div> <div>Basic Economy</div> <div> <div>SDF to DEN</div> <div>UA 4801</div> <div>Embraer RJ145</div> <div>ⓘ</div> </div> <div> <div>Operated By EXPRESSJET AIRLINES DBA UNITED EXPRESS</div> <div>1h 1m connection</div> <div>DEN to BIS</div> <div>UA 4624</div> <div>Embraer RJ145</div> <div>ⓘ</div> </div> <div> <div>Operated By EXPRESSJET AIRLINES DBA UNITED EXPRESS</div> </div> | <div>Partial bundle ⓘ</div> <div> <div>United ClubSM access ⓘ</div> <div>+ \$50 per person</div> <div>Select</div> </div> | <div> <div>Seat Assignment ⓘ</div> <div>Standard checked bag ⓘ</div> <div>+ \$75 per person</div> <div>Select</div> </div> |

[Details \(#flight-details-2\)](#)

+ \$50 per person
Select

+ \$71 per person
Select

Basic Economy restrictions apply, including:



No complimentary seat selection

- Advance seat assignments may be available for purchase during booking and up until check-in opens. Prices vary based on route and availability and are subject to change.
- Complimentary seat assigned prior to boarding
- No group or family seating
- No Economy Plus® seating or upgrades



No full-sized carry-on bag on board* (#noteitem2)

- Check bags before airport security for the applicable fee
- Bags brought to the gate incur an additional \$25 gate handling charge



No refunds

- Refunds are not allowed except as stated in our 24-hour flexible booking policy

* This restriction does not apply to MileagePlus Premier members, primary cardmembers of qualifying MileagePlus credit cards or Star Alliance™ Gold members.

Total \$277.20

Need options? Compare fares (#)

Economy for + \$70/person

View fare rules and restrictions ()

☒ Basic Economy works for me

Continue with Basic Economy

or

Book without worry

Cancel for free within 24 hours

of booking (<https://www.united.com/web/en-US/apps/mileageplus/promotions/registrationDetails.aspx?promoCode=A5753>)

▼ Terms & conditions (#terms-condition-content)

All customers booking at [united.com](https://www.united.com) may request a 100% refund within 24 hours of ticketing. FareLockSM charges, however, are nonrefundable. Terms and conditions apply. Learn more about our 24-hour flexible booking policy. (<https://www.united.com/web/en-US/apps/mileageplus/promotions/registrationDetails.aspx?promoCode=A5753>)

Award miles shown are the miles that can be earned for this flight. Mileage accrued will vary depending on the terms and conditions of your frequent flyer program. United MileagePlus mileage accrual and other benefits of MileagePlus associated with air travel are subject to the rules of the MileagePlus program.

You will not earn PQP or award miles for the full amount of the displayed price for these itineraries because the U.S. Federal Transportation tax is not eligible to earn PQP or miles.

The award miles and Premier qualifying points displayed are calculated using the base fare and any applicable carrier-imposed surcharges for the itinerary. The initial calculation of MileagePlus earnings in the flight search results may be different than the final calculation shown on the Review Trip Itinerary page.

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Products & services (<https://www.united.com/web/en-US/content/products/default.aspx>)

Popular destinations (#)

Important notices (<https://www.united.com/CMS/en-US/travel/news/Pages/travelnotices.aspx>)

Contract of carriage
(<https://www.united.com/web/en-US/content/contract.aspx>)

Lengthy tarmac delay plan
(<https://www.united.com/web/en-US/content/tarmacdelay.aspx>)

Our United Customer Commitment
(<https://www.united.com/web/en-US/content/customerfirst.aspx>)

Special travel needs
(<https://www.united.com/web/en-US/apps/vendors/out.aspx?i=assistance>)

United Jetstream (<https://jets.united.com>)

Cargo (<http://www.unitedcargo.com>)

Site map
(<https://www.united.com/web/en-US/apps/search/default.aspx>)

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A STAR ALLIANCE MEMBER
(<https://www.united.com/web/en-US/content/company/alliance/star.aspx>)
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✓ **Jackpot! This is today's low rate.**

✓ **Free Cancellation before 12:00
PM Nov 14, 2020**

YOUR BOOKING SUMMARY

Check-in: Sun, Nov 15, 2020

Check-out: Wed, Nov 18, 2020

Rooms: 1

Room 1 guests: 1 Adult

Avg nightly rates: Room 1:

\$153.61 - Nov 15, 2020

\$153.61 - Nov 16, 2020

\$153.60 - Nov 17, 2020

Tax recovery charges and service fees: \$197.70 ⓘ

TOTAL CHARGES

\$658.52

You will be charged: \$658.52 (including taxes and fees).

Each room in this reservation is subject to the hotel's cancellation policy which is:

Cancellations before 11/14/2020, 12:00 PM

(America/Kentucky/Louisville) are fully

refundable. Bookings cancelled after

11/14/2020, 12:00 PM

(America/Kentucky/Louisville) are subject to a

fee of 1 night's room and tax. There is no refund

for no-shows, early checkouts, or cancellations

after 11/15/2020, 10:00 AM

(America/Kentucky/Louisville).

**Bismarck Mandan Chamber EDC**

1640 Burnt Boat Dr. Bismarck, ND 58503
phone: (701) 223-5660
fax: (701) 255-6125
info@bmcedc.com

Invoice

Invoice Date: 8/1/2020
Invoice Number: 85869

Bis-Man Transit Board
Deidre Hughes
3750 E Rosser Ave
Bismarck, ND 58501-3380

Thank you for your support of our Chamber EDC this past year! We don't take that support for granted and hopefully we've exhibited enough value to earn your membership for another year.

If there's anything that we can do better or if you have any questions, please don't hesitate to contact me, Elliot, directly at erust@bmcedc.com or 701-223-5660. We want to make sure we're meeting your expectations of membership!

| | | Terms | Due Date |
|--|----------|----------|-----------|
| | | Net 60 | 9/30/2020 |
| Description | Quantity | Rate | Amount |
| 2020 Community Partner Investment - Silver Partner | 1 | \$500.00 | \$500.00 |
| Membership Dues | 1 | \$295.00 | \$295.00 |
| Subtotal: | | | \$795.00 |
| Tax: | | | \$0.00 |
| Total: | | | \$795.00 |
| Payment/Credit Applied: | | | \$0.00 |
| Balance: | | | \$795.00 |

*The Chamber estimates that less than 2% of your Membership Dues are allocated towards Lobbying costs. Pursuant to Section 162 (e), 2% of your dues may not be a nondeductible business expense.

Keep this portion for your records

Please return this portion with your payment

FROM:

Bis-Man Transit Board
Deidre Hughes
3750 E Rosser Ave
Bismarck, ND 58501-3380

Invoice # 85869

Amount Due \$795.00

Please remit payment to:

Bismarck Mandan Chamber EDC
1640 Burnt Boat Dr.
Bismarck, ND 58503

Amount Paid \$ _____

Vendor Contract Tracker

updated 8/20/2020 - DH

| Start Date | End Date | Vendor | Service | Notes |
|------------|------------|--------------------------|---------------------|--|
| 1/1/2015 | 12/31/2020 | Mobile Ads | Bus Wraps | CLOSED |
| 1/25/2016 | | Merchant Bank Processing | Contract | Contacted 8/20/20 for termination info |
| 4/27/2017 | 12/31/2021 | City of Bismarck | Contact | Renewel notice given 6/2021 |
| 10/25/2017 | 11/1/2021 | National Express | Operations Contract | Notice needs to be given prior to 12/31/2020 |
| 11/1/2017 | 11/1/2020 | Jefferson Lines | Bus Depot | |
| 5/1/2018 | | Token Transit | Mobile Ticketing | Month to month |
| 8/1/2018 | 7/31/2018 | The Printers | Printing | CLOSED |
| 12/1/2018 | 12/1/2020 | Waste Management | Garbage | Automatic 12 month renewal |
| 1/1/2019 | 12/31/2022 | City of Lincoln | Contract | Contact Extention 10/31/2021 |
| 4/1/2019 | 3/31/2021 | Tri-Engery | Fuel | Contract Extension Out 2/2021 |
| 7/22/2019 | 7/22/2024 | Bek Com | Contract | |
| 10/1/2019 | 9/30/2020 | Image Printing | Printing | |
| 10/1/2019 | 9/30/2022 | Brady Martz | Audit | |
| 1/1/2020 | 12/31/2020 | West River Transit | Lease | |
| 10/17/2014 | 1/17/2015 | Townsquare Interactive | Website | Month to month |
| 5/6/2020 | 5/6/2022 | Nova Fire Inspection | Contract | |



New Route Task Force Meeting Minutes

August 13, 2020, 11:00AM

Via Zoom Conference Call

| | | |
|------------|----------------|-------------------|
| Attending: | Trevor Vannett | Helen Baumgartner |
| | Elton Lassiter | Tom Schiwal |
| | Randee Sailer | Lacey Long |
| | Susan Dingle | Tom Reisenauer |
| | Craig Thomas | Danae Thiery |

| | | |
|--------|----------------|-----------------|
| Staff: | Glenn Lauinger | Deidre Hughes |
| | Taylor Kitzan | Michael Mundahl |

Meeting called to order at 11:00 A.M.

1. **Discussion of Survey Results (Riders/Non-Riders/Drivers):** Deidre summarized the survey results in the order listed below.

Favorite part of CAT Bus System: Affordable, travels to University of Mary, friendly staff, site seeing, the Red and Blue Routes, and that we have a fixed route system in Bismarck/Mandan. Deidre discussed that she liked the answer of site seeing and wants to incorporate that more into the new routes, if possible.

Least favorite part of CAT Bus System: Issues with lost passes, missing places of interest, and having designated stopping points. Deidre explained that the issue with lost passes could be resolved if we are able to better educate our riders on our Token Transit mobile ticketing system. Riders are then able to keep their passes on their mobile device and pay for them online. Deidre also asked the Task Force if they liked the current flag down system or if they thought Transit should switch to a designated stopping point system. Susan discussed that the flag down system is friendlier and more accessible. Susan also mentioned that she thought that the current system attracts riders. Helen discussed how it would be harder for riders to get to stopping points if there wasn't a flag down system. Deidre discussed that the Red Route is not best for riders as it is currently a two-hour route. Deidre explained that it would be ideal for this route to be split into two separate one-hour routes, but that means that there would be five routes in Bismarck and one in Mandan. Helen discussed that she did not think it was effective for the CAT Bus to go to the east side of Collins Avenue in Mandan. Helen suggested that the route be changed to go up to the Old Red Trail area of Mandan. Deidre asked Elton how the riders at his agency thought of the current Red Route. Elton replied that the riders comment on how long the ride is, but no complaints of the route itself. Deidre discussed that the software that the CAT Bus System has had since 2012, is now up for bid. The new software should be installed and ready to use by the end of the year. This will allow riders to be able to schedule their rides from their mobile device and see where the bus is located at all times along the route(s).

How often do you use public transit: Deidre commented on how seventy percent of non-riders had answered this question and wants to be able to attract their ridership.

Why are you not utilizing the CAT Bus System currently: Deidre discussed that a majority of the answers were that non-riders have vehicles to get them around, as well as the routes being hard to read and understand. Deidre explained that the new route maps will be complete in about four to six months and can be fixed.

Have you ever used the bike racks on the CAT Bus: Deidre discussed that a majority of the answers to this question were no and that if more scenic routes added to routes would attract more riders to use this service.

Why are you using the CAT Bus System: Deidre discussed that there were a wide variety of answers including using the CAT Bus for recreation, work, school and medical. Deidre commented that having a variety of riders who have different purposes for riding is good for our fixed route system.

Which is your current favorite transfer point and where would you like to see a transfer point? Deidre discussed that the Front Avenue and BSC transfer points are the most popular from the survey. Deidre discussed that the Gateway Mall was proposed as a transfer point, but because of ownership of that property, a transfer point cannot be located within the parking lot. Deidre discussed that herself and the Operations Manager, Craig, were looking at moving the Mapleton Avenue transfer point to Interstate Avenue. This would make the transfer point close to Gateway Mall. Susan and Helen both agreed that this was a better placement for the transfer point because of location and not having to cross State Street. Deidre discussed that she will have to talk with the City of Bismarck to see if moving the transfer point will be possible. Deidre discussed that the survey mentioned not stopping at the NDSU School of Nursing and that she has contacted the director, Wendy Kopp, and is trying to partner with her to be able to work as a shuttle to BSC for nursing students. This will allow students to use the CAT Bus to both locations and not have to worry about parking near the hospitals where it is congested. Elton mentioned that it would be good to make that contact with all of the hospitals as they also have workers and patients that could utilize this in the same way. Tom Schiwal discussed that the City is not set up for public transportation because there isn't a safe, designated place for buses to pullover for passengers on most streets. Susan agreed with Tom and encourages the City to work on a plan to better accommodate public transportation.

If funding was not an issue, what would be most important to you: Deidre discussed that a majority of the answers were having a higher frequency route and having service an hour later Monday through Friday. Deidre explained that if we were to do a higher frequency route that we might have to cut an existing route.

2. **Proposed Black Route Discussion:** Craig explained the new Proposed Black Route would not stop by the South Cashwise anymore and that a different route would instead, so that the Black Route could have the opportunity to go through highly populated neighborhoods further north. This would include Interstate Avenue replacing Mapleton Avenue as the north transfer point, if approved.
3. **Next Steps/Future Meetings:** The Task Force discussed when to meet next and the agreed date was around September 9th. Deidre explained that this would give her enough time to work with Operations on the proposed new routes.

Meeting adjourned at 11:53 A.M.