



Bloomington Public Transportation Corporation

130 West Grimes Lane, Bloomington, Indiana 47403

812.332.5688 Fax 812.332.3660



To: The BPTC Board of Directors
From: John Connell, General Manager
Date: December 12, 2025
Re: Board Meeting, Tuesday, December 16, 2025, 5:30 p.m.

Included below are your notes for the meeting of the Board of Directors set for Tuesday, December 16, 2025 at 5:30 p.m. in the Edward J. Kuntz Board Room, 130 W. Grimes Lane in Bloomington.

ACTION ITEMS

1. **Resolution 25-24 a resolution declaring BPTC vehicles, equipment and parts obsolete, scrap, and or surplus.** This resolution authorizes the BPTC General Manager to dispose of items in accordance with BPTC procurement policies. Items include one transit bus, one staff vehicle and a variety of miscellaneous equipment.

2. **Vending Machine Resolution 25-25**

Resolution 25-25 authorizes continued use of the vending machine commissions for employee events and activities in 2026. The vending machines are provided for employees in the dispatch area as well as the maintenance break room. We also have soda and snack machines at our downtown transit center. Historically, BPTC has used commissions from these vending machines to fund employee functions such as picnics and Holiday parties as well as other employee activities.

Each year the Board has adopted a resolution which authorizes the use of vending machine commissions to fund such activities. Brenda Underwood maintains records of the vending machine fund and is the authorized person to disburse such funds. In typical years we collect \$2,000 to \$3,000 annually in vending machine commissions.

3. **Resolution 25-26; a resolution adopting an amended bus advertising policy for the Bloomington Public Transportation Corporation, effective January 1, 2026.**

We discussed the proposed changes at last month's meeting. The changes to the advertising policy are detailed in Section 4 of the policy. Section 4, limits the amount of advertising permitted on the BPTC fleet. Full bus wraps will be limited to 33% of the fleet, and adds the new BEB's for tail sign use.

4. **Resolution 25-27; a resolution approving a one year extension of the Bus Advertising contract as amended with Mesmerize Media, LLC., for the period of January 1, 2026 through December 31, 2026.**

The revised BPTC Advertising Policy sets forth limitations on the amount of advertising space available to the contractor for advertising sales. Given the reduction of available space available for sale in 2026 and given the material changes to the original specifications of the RFP, the contract extension does not include a Minimum Annual Guarantee (MAG), and remains at a 50/50% revenue split.

5. **Resolution 25-28; a resolution approving Contract with N-Momentum for the completion of an IT assessment and transition plan.**
Staff is recommending the issuance of a contract with N-Momentum in the amount of \$73,732.20. You may remember, N-Momentum performed a similar assessment a few years ago. BPTC currently contracts with the COB for IT services. The purpose of the assessment is to outline a plan to transition IT service back to BPTC.
6. **Resolution 25-29, a resolution approving an Inter-local Cooperation Agreement between BPTC and Monroe County for the provision of fixed route bus service operating outside the City of Bloomington boundaries.**
The County agreed to fund a portion of the cost of a fixed bus route that serves areas outside of the City boundaries, primarily Park 48 and Ivy Tech. The route, (#13 Park 48/Ivy Tech), began service on January 2, 2025. The agreement will provide funding in the amount of \$184,110 for calendar year 2026.
7. **Resolution 25-30, a resolution authorizing the Chairman, Secretary, and General Manager of the Bloomington Public Transportation Corporation (BPTC) to execute a Collective Bargaining Agreement between the BPTC and the American Federation of State, County, and Municipal Employees (AFSCME) Local 613.**
An agreement has been reached with AFSCME Local 613 on a new 3-year Collective Bargaining Agreement (CBA) that would take effect January 1, 2026. AFSCME conducted a ratification vote on the tentative agreement and the union membership ratified the agreement.
8. **Resolution 25-04, a resolution approving an agreement between BPTC and Be Loved Transportation Inc., to provide emergency supplemental paratransit services effective March 1, 2025 through May 30, 2025.**
In order to adequately cover ACCESS trips, staff is requesting Board approval of an emergency service agreement with Be Loved Transportation Inc., due to the operator shortage. The contract has been reviewed by Rothberg and allows Beloved Transportation to be assigned passenger trips by the ACCESS dispatch during periods when BPTC operators are not available. The fee schedule for the agreement is based on a revenue vehicle reimbursement hourly rate of \$50 per hour for the primary vehicle and \$25 per hour for a secondary vehicle. The contract is capped at \$50,000 for the term of the agreement.
9. **2026 Board Meeting Dates**
Included in your packet is a proposed 2026 Board meeting schedule. Meetings are scheduled for the 3rd Tuesday of the month. Please let me know if this proposed meeting schedule works for your calendars, if necessary, we can make changes to the schedule prior to advertising the meeting dates.
10. **Election of Officers for 2026**
Indiana Code requires that the Board annually elect a Chair and Secretary. Traditionally, you have also elected a Vice Chair and Treasurer. The staff recommends

that a Secretary Pro Tem also be designated as well. The Secretary Pro Tem position only comes into play when the Secretary is not available for Board document signatures. In addition, the Board needs to appoint a Board representative to serve on the MPO Policy Committee.

AGENDA

Bloomington Public Transportation Corporation (BPTC)

Tuesday, December 16, 2025

130 W. Grimes Lane, Bloomington, IN 47403

Conference Room, 5:30 P.M

The December 16, 2025 Board meeting will be a hybrid meeting with the ability for Board members and/or the public to attend the meeting in-person or virtually at the link below:

Join Zoom Meeting:

<https://us02web.zoom.us/j/85705079781?pwd=bzRbeMa9hmVbmiv97MaPuY5d54xFLP.1>

Meeting ID: 857 0507 9781

Passcode: 753022

A recording of the meeting will be available at www.bloomingtontransit.com/bt-staff

BOARD MEMBER	APPOINTMENT	TERM
James McLary	Mayor	08/01/2024 - 07/31/2028
Nancy Obermeyer	City Council	08/01/2025 – 07/31/2029
Kent McDaniel	City Council	08/01/2022 – 07/31/2026
Doug Horn	City Council	08/01/2024 – 07/31/2028
Don Griffin	Mayor	08/01/2023 – 07/31/2027

I. ROLL CALL

II. OLD BUSINESS

- None

III. APPROVAL OF MINUTES

- October 2, 2025 – Executive Session
- October 21, 2025 Executive Session
- October 21, 2025 Regular Board Meeting
- November 18, 2025 Regular Board Meeting

IV. NEW BUSINESS – ACTION ITEMS

1. Resolution 25-24; a resolution declaring the BPTC vehicles, equipment and parts obsolete, scrap, and or surplus and authorizing the BPTC General Manager to dispose of such items in accordance with BPTC procurement policies.
2. Resolution 25-25; a resolution authorizing the use of revenues from vending machines in BPTC buildings for BPTC employee functions in 2026.

3. Resolution 25-26; a resolution adopting an amended bus advertising policy for the Bloomington Public Transportation Corporation, effective January 1, 2026.
4. Resolution 25-27, a resolution approving a one year contract extension with Mesmerize Media, LLC, for the period of January 1, 2026 through December 31, 2026.
5. Resolution 25-28, a resolution authorizing the approval of a contract with N-Momentum for an IT assessment.
6. Resolution 25-29, a resolution approving an Inter-local Cooperation Agreement between BPTC and Monroe County for the provision of fixed route bus service operating outside the City of Bloomington boundaries.
7. Resolution 25-30, a resolution authorizing the Chairman, Secretary, and General Manager of the Bloomington Public Transportation Corporation (BPTC) to execute a Collective Bargaining Agreement between the BPTC and the American Federation of State, County, and Municipal Employees (AFSCME) Local 613.
8. Resolution 25-31, a resolution approving an Agreement between BPTC and Be Loved Transportation Inc., to provide emergency supplemental paratransit services effective December 21, 2024 through May 30, 2025.
9. Motion to approve the proposed 2026 BPTC Board Meeting dates.
10. Elections of Officers for 2026; Board appointment to MPO

V. MANAGER & STAFF REPORTS

1. PROJECT UPDATES – John Connell
 - Property Acquisition - Executive Session
 -
2. NOVEMBER OPERATING STATISTICS – Shelley Strimaitis
3. NOVEMBER FINANCIAL REPORT – Christa Browning
4. PERSONNEL REPORT & STUFF-A-BUS – Brenda Underwood
5. MPO REPORT – Doug Horn

VI. APPROVAL OF CLAIMS

VII. COMMENTS FROM THE PUBLIC

VIII. COMMENTS FROM BOARD MEMBERS

IX. ADJOURNMENT – NEXT MEETING: January 20, 2026

RESOLUTION 25-24

A resolution declaring BPTC vehicle numbers 0510, 0864 and the attached obsolete assets and parts listing as scrap and surplus and authorizing the BPTC General Manager to dispose of such vehicles and items in accordance with BPTC Procurement Policies.

WHEREAS, Section 1.3.7 of the Procurement Policies of the Bloomington Public Transportation Corporation (BPTC) sets forth procedures to be followed for the disposal of scrap and surplus; and

WHEREAS, the BPTC Controller has identified the following vehicles, and the attached listing of assets and parts as surplus and scrap;

<u>Vehicle Number</u>	<u>Year</u>	<u>Make</u>	<u>VIN</u>
0510	2015	Ford Escape	1FMCU9GX3FUC13773
0864	2008	Gillig	15GGB271881079452

WHEREAS, the BPTC Controller has identified assets and parts on the attachments as obsolete and proposes to dispose of and declare as scrap and surplus.

NOW THEREFORE, BE IT RESOLVED: The BPTC Board of Directors declares the above-listed vehicles, attached listing of assets and parts as scrap and/or surplus and directs the General Manager to dispose of the above vehicles, and attached listing of assets and parts in accordance with the BPTC Procurement Policies.

APPROVE

ATTEST:

James McLary, Chair
Bloomington Public Transportation
Corporation

Nancy Obermeyer, Secretary
Bloomington Public Transportation
Corporation

Approved this 16th day of December, 2025.

DISPOSALS 2025**ASSET NUMBER YEAR DESCRIPTION****Motor Equipment**

2006-16	2006	S-1 Gards
2007-18	2007	Engine Rebuild #555
2010-03	2010	Engine Rebuild #552
2011-15	2011	Transmission Rebuild #552
2013-06	2013	Engine Rebuild #762
2013-07	2013	Transmission Rebuild #347
2013-08	2013	Transmission Rebuild #348
2014-02	2014	Engine Rebuild #761
2014-04	2014	Transmission Rebuild #345
2014-07	2014	Transmission Rebuild #347
2015-04	2015	Engine Rebuild #552
2015-07	2015	Transmission Rebuild #552
2015-19	2015	Transmission Rebuild #555
2015-27	2015	Transmission Rebuild #762
2016-04	2016	Engine Rebuild #555
2016-05	2016	Engine Rebuild #552
2016-14	2016	Transmission Rebuild #552
2017-07	2017	Engine Rebuild #763
2017-11	2017	Transmission Rebuild #763
2018-09	2018	Transmission Rebuild #555
2018-25	2018	Transmission Rebuild #551
2019-05	2019	Enginge Rebuild #762
2019-12	2019	Transmission Rebuild #762
2021-01	2021	Engine Rebuild #865
2021-02	2021	Transmission Rebuild #865
2021-03	2021	Transmission Rebuild #763
2022-03	2022	Engine Rebuild #761
2023-02	2023	Transmission Rebuild #761

Office Equipment

2010-02	2010	Chairs for Driver's Lounge
2014-08	2014	HP M602x Laser Jet Printer
2015-22	2015	ID maker for Downtown
2015-23	2015	ID maker for Grimes Lane
2019-03	2019	Computer - HR Assistant
2019-21	2019	Computer - Controller
2019-22	2019	Computer-Human Resources
2019-23	2019	Computer-Grants and Procurement
2019-24	2019	Computer - Planning
2020-03	2020	Operations Mgr. Laptop
2020-12	2020	Human Resources Laptop

Shelters

1999-001	2000	Showers Bus Shelter
2000-22	2000	Executive Shelter
2000-37	2000	6 Executive Shelters
2001-19	2001	Slimline Bus Shelter
2004-25, 29-36	2004	9 Bus Shelters
2009-02 - 09	2009	8 Brasco Shelters
2019-10	2019	Curry Pike @ State Office Shelter

DATE: 07/01/2025
 TIME: 09:07 p.m.

ID: 5-12/MPLI

PAGE: 1

PARTS INVENTORY QUANTITY REPORT
 FACILITY: 00001
 BIN NUMBER: SKID1
 REPORT FOR ALL PARTS

BIN NUMBER	PART NUMBER	DESCRIPTION	AVG-PRICE	TOTAL INVENTORY	ISSUE UNITS OH A	COUNT
SKID1	A00091-0002	BELT BILL FEED	\$14.650	9.00	EA	9.0
	A00092-0001	BELT TIMING	\$11.500	7.00	EA	7.0
	A03200-0001	BUMPER END	\$0.210	3.00	EA	3.0
	B01474-0001	POWER CORD FAIR BOX	\$0.000	4.00		4.0
	C00001-0001	COIN MECH	\$300.000	1.00	EA	1.0
	C00030-0001	CHUTE COIN	\$4.600	2.00	EA	2.0
	C00344-0001	COIN THROA DETECTOR	\$33.775	2.00	EA	2.0
	C00358-0001	COIN READER	\$456.935	8.00	EA	8.0
	C00916-0001	FRT FARE TANK GLASS	\$27.570	4.00	EA	4.0
	C15992-0003	POWER SUPPY BOARD	\$133.590	1.00	EA	1.0
	D00055-0001	DUMP GATE ASM	\$152.930	5.00	EA	5.0
	D00700-0006N	GFI MAIN HARNESS	\$687.177	1.00	EA	1.0
	D00711-0002	BILL TRANSPORT BOAR	\$123.915	3.00	EA	3.0
	D03779-0001	FARE TANK DISPLAY	\$63.000	7.00	EA	7.0

* before PART NUMBER Indicates a CONSIGNMENT part

** after PART NUMBER Indicates a NON-STOCK part

RESOLUTION 25-25

A resolution authorizing the use of revenues from vending machines in BPTC buildings for BPTC employee functions in 2026.

WHEREAS, for the convenience of Bloomington Public Transportation Corporation employees and the public, vending machines are placed in BPTC buildings; and

WHEREAS, it is customary that commission revenues are earned on vending machine sales; and

WHEREAS, it is appropriate to hold functions for the benefit of employees for recognition of service, fellowship and morale;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Bloomington Public Transportation Corporation that commission revenues earned on sales from vending machines located in the garage and operations area at 130 West Grimes Lane and sales from vending machines located at the BPTC Downtown Transit Center at 301 S. Walnut Street be dedicated for use for employee functions in 2026.

APPROVED:

ATTEST:

_____ 12-16-25
James McLary
Chair
Bloomington Public
Transportation Corporation

_____ 12-16-25
Nancy Obermeyer
Secretary
Bloomington Public
Transportation Corporation

RESOLUTION 25-26

A resolution adopting an amended bus advertising policy for the Bloomington Public Transportation Corporation effective January 1, 2026.

WHEREAS, the Bloomington Public Transportation Corporation (BPTC) desires to amend its bus advertising policy to more clearly define the categories of advertising and quantities that will and will not be accepted; and

WHEREAS, BPTC desires to adopt a clear statement of its goals and intentions with respect to its bus advertising policy.

NOW, THEREFORE, be it hereby resolved by the BPTC Board of Directors, that BPTC amends its bus advertising policy to read as follows:

1. Purpose. It is the goal and the intention of the BPTC that its buses shall constitute a non-public forum and that all advertising on or in its buses shall be subject to this uniform, viewpoint-neutral policy that is hereby adopted for the following reasons:
 - A. BPTC's primary purpose in allowing advertising in and upon its buses is to attract, maintain and increase revenue received from advertisers.
 - B. BPTC is concerned that paying advertisers may be reluctant to place their advertisements with BPTC if required to share the advertising forum with advertisements containing material relating to political, religious, social and public issues about which public opinions can be widely divergent.
 - C. BPTC is concerned that paying advertisers might be reluctant to place their advertisements with BPTC if required to share the advertising forum with advertisements relating to subject matter that is widely viewed as offensive, or inappropriate, or potentially harmful to the public including but not limited to users of public transportation.
 - D. BPTC wishes to maintain a position of neutrality on political, religious, social and other public issues, and therefore wishes to avoid any appearance that it is endorsing any religion, candidate, or viewpoint on any such issue.
 - E. BPTC wishes to avoid any risk that acceptance and display of advertising relating to any political, religious, social or public issue might constitute a violation of the Establishment Clause of the United States Constitution.
 - F. BPTC recognizes that its passengers are a captive audience to any advertisements in or on its buses. Many of BPTC's passengers have no transportation alternatives other than BPTC's service. Many of BPTC's passengers are elementary, junior high, or high school students. BPTC desires that its passengers not be forced to view advertisements containing material relating to political, religious, social and public

issues about which public opinions can be widely divergent and which some passengers are, therefore, likely to find offensive. BPTC further desires that its passengers not be forced to view advertisements relating to subject matter that is widely viewed as offensive, or inappropriate, or potentially harmful to the public, particularly to children and young people. BPTC desires, on the one hand, to insure that its passengers who have no alternative to BPTC for their transportation needs will not be forced to be a captive audience to advertising of the kind described in this paragraph; and on the other hand, that its passengers who can find alternatives to BPTC services will not choose to use alternatives because of advertising of the kind described in this paragraph, which would adversely affect BPTC's ridership and revenue.

- G. BPTC is committed to providing a safe and orderly environment for its passengers and employees, and to protecting its property, and therefore wishes to prevent any risk of violence generated by advertising material on or in its buses.
 - H. BPTC wishes to adopt an advertising policy that is clear, uniform, and content-neutral so as to avoid, to the maximum extent possible, the need for case-by-case interpretation and application of the policy. Such a policy minimizes the risk of unconstitutional application of the policy, while also minimizing the need for its administration to invest costly time and resources in evaluating the appropriateness of any particular advertisement.
2. Policy. BPTC shall accept, display and maintain only advertisements that propose a commercial transaction. Any advertisement that falls into one or more of the following categories is prohibited and shall not be accepted, displayed or maintained:
- A. Non-commercial, religious, social and public issues. The advertisement does not propose a commercial transaction, and/or The advertisement contains any direct or indirect reference to religion, or to any religion, or to any deity or deities, which includes the existence, nonexistence or other characteristics of any deity or deities, or to any religious creed, denomination, belief, tenet or issue relating to (which includes opposing or questioning) any religion. This prohibition shall include the depiction of text, symbols or images commonly associated with religion or with any religion, any deity or deities, or any creed, denomination, deity, belief, tenet, cause or issue relating to (which includes opposing or questioning) any religion.
 - B. Political or electoral. The advertisement contains political campaign speech referring to a specific ballot question, initiative, petition, referendum, candidate, or political party or viewpoint. This prohibition includes any advertisement referring to or depicting a candidate for public office in any context. Provided, however, this prohibition shall not apply to reference to or depiction of a holder of public office who is not a candidate for public office. However, in such case, BPTC shall reserve

the right to require removal of any advertisement at such time as any person referred to or depicted in the advertisement becomes a candidate for public office.

- C. Demeaning or Disparaging. The advertisement contains material that can reasonably be viewed as demeaning or disparaging an individual, group of individuals, or entity.
- D. Alcohol, Tobacco, or Firearms. The advertisement depicts, suggests or refers to alcohol, tobacco, tobacco-related products, e-cigarettes or e-cigarette-related products, products designed with the purpose of being weapons, or firearms, which includes promoting or offering in commerce the sale or use of alcohol, tobacco, tobacco-related products, e-cigarettes or e-cigarette-related products, products designed with the purpose of being weapons, or firearms, or firearms-related products.
- E. Violence. The advertisement contains an image or description of dead, mutilated or disfigured human or animal bodies, or the act of killing, mutilating or disfiguring humans or animals, or intentional infliction of pain upon a person or animal.
- F. Unlawful goods or services. The advertisement offers, promotes or encourages, or appears to offer, promote or encourage, the use or possession of unlawful or illegal goods or services.
- G. Unlawful Conduct. The advertisement offers, promotes or encourages, or appears to offer, promote, or encourage, unlawful or illegal behavior or activities.
- H. Profanity. The advertisement contains profane language and/or the appearance or suggestion of profane language.
- I. False, misleading or deceptive advertisement. The advertisement contains any material that is false, misleading or deceptive.
- J. Libelous speech, copyright infringement, etc. The advertisement or any material contained in it is libelous, or an infringement of copyright, or it otherwise unlawful, illegal, or likely to subject BPTC to litigation.
- K. Endorsement. The advertisement or any materials contained in it declares or implies endorsement by BPTC of the advertisement.
- L. Obscenity, nudity, or sexual activity. The advertisement depicts, describes, or represents nudity or sexual intercourse, or depicts, describes, or represents sexual activities, human sexuality or anatomy in a way that the average adult, applying contemporary community standards, would find appeals to prurient interest and is obscene; or, the advertisement promotes the sale of pornography, adult telephone or internet services, adult videotapes, movies or DVD's, nude or semi-nude establishments, adult escort services, or any other adult entertainment, establishment or forum. This prohibition includes sexually oriented businesses as described in Bloomington, Indiana Municipal Code Section 20.11.020 as it may hereafter be amended.

- M. Disregard for Transit Safety. The advertisement encourages or depicts unsafe behavior with respect to transit-related activities, such as non-use of normal safety precautions in awaiting, boarding, riding upon, or debarking from transit vehicles.
- N. Constitutional Application. BPTC acknowledges that no policy can anticipate every issue that might arise, and BPTC is committed to insuring that application of this policy is viewpoint-neutral and constitutional. To that end, BPTC reserves the right to allow exceptions to the policy if BPTC determines that application of the policy as written would likely be unconstitutional in any particular situation.

3. Administration and Enforcement of Policy.

- A. Review by Contractor. BPTC shall incorporate this Policy and these procedures into its advertising management contracts. BPTC's Contractor shall review each advertisement submitted for display on or in BPTC's vehicles to determine whether or not the advertisement complies with the standards set forth in this Policy. If the Contractor determines that an advertisement does not comply, or may not comply, with the standards set forth in this Policy, then the Contractor shall notify BPTC's General Manager of the specific standard or standards of this Policy with which the Contractor believes the advertisement may not comply.
- B. Review by General Manager. The Contractor shall send the advertisement and supporting information (the name of the advertiser, the size and number of the proposed advertisements, the dates and locations of proposed display, and notation of standards of concern) to the General Manager for Review. The General Manager shall review the advertisement and supporting information to determine whether or not the advertisement complies with this Policy. If the General Manager determines that the advertisement does not comply with this Policy, he or she shall, in writing, specify the standard or standards of this Policy with which the advertisement does not comply, and shall so notify the Contractor.
- C. Notification to Advertiser. The Contractor will send prompt, written notification to the advertiser of the rejection of the advertisement and will include in that notification a copy of this Policy and written specification of which standard or standards the advertisement fails to comply with.
- D. Appeal to Board of Directors. Rejection of an advertisement may be appealed to the BPTC Board of Directors by written notification to the General Manager. The General Manager will place the appeal on the next available agenda for a regular meeting of the Board. The Board will allow the advertiser and the General Manager to speak and present any evidence or arguments they wish to offer, and the Board shall make its decision at the conclusion of the meeting or at the conclusion of any subsequent meeting to which the matter may be continued.

4. Guidelines for Vehicle Advertising. BPTC reserves the right to protect its brand by following these guidelines for its vehicles and facilities:

- a. Grandfather Provision.
 - i. Advertising Contracts executed prior to December 1, 2024, will remain in force and shall be grandfathered through the contract termination date or no later than December 31, 2026.
 - ii. No future advertising contract term shall extend beyond December 31, 2026.
 - b. Eligible Vehicles.
 - a. "Category 1,, vehicles are fixed-route buses added to the fleet in 2023 or prior.
 - b. "Category 2,, vehicles are fixed-route buses added to the fleet in 2024 or after.
 - c. Full Advertising Wraps.
 - i. January 1, 2026 – December 31, 2026, No more than 33% of BPTC’s Category 1 vehicles shall have a Full wrap.
 - ii. No Category 2 vehicle shall have a Full wrap.
 - d. King and Queen Advertising Wraps.
 - i. January 1, 2026 – December 31, 2026, Any Category 1 vehicle may have King and/or Queen wraps.
 - ii. No Category 2 vehicle shall have King and/or Queen wraps.
 - e. Tail Panel Advertising Wraps.
 - i. Any Category 1 or Category 2 vehicle may have a Tail Panel wrap.
 - ii. BPTC will install its own Tail Panel wraps on Category 2 vehicles to run a campaign from January 1, 2026 – June 30, 2026. Upon conclusion, Tail Panel wraps for Category 2 vehicles may be sold to outside advertisers.
 - f. A single advertiser shall not have more than three (3) Full wrap advertisements at any single point in time.
 - g. A single advertiser shall not have more than six (6) total exterior advertisements at any single point in time. (Combined number of Full, King, Queen, and Tail wraps)
4. BPTC’s logo must be represented on every vehicle at all times and must be visible on all four sides of the vehicle. BPTC’s logo shall be printed following graphic standards and shall be separate from the advertising or advertising wraps.

APPROVE:

ATTEST:

 James McLary
 Chair
 Bloomington Public
 Transportation Corporation

 Nancy Obermeyer
 Secretary
 Bloomington Public
 Transportation Corporation

Approved the _____ day of _____, 2025.

RESOLUTION 25-27

**STATE OF INDIANA
COUNTY OF MONROE**

BUS ADVERTISING SALES CONTRACT – EXTENSION

THIS CONTRACT AND AGREEMENT, made and entered into this the 16th day of December, 2025, by and between the Bloomington Public Transportation Corporation, and Mesmerize Media, hereinafter called “Contractor,.,

WITNESSETH:

WHEREAS, the BPTC and the Contractor entered into a contract for professional services for the sale of interior and exterior advertising space in and upon revenue vehicles used for regularly scheduled transit operations dated September 30, 2021 , and

WHEREAS, the term of said contract was for thirty-six (36) months beginning January 1, 2022 and continuing through December 31, 2024, with provision that it could be extended by mutual agreement of the parties for two (2) one (1) year periods with the first one (1) year period beginning January 1, 2025, and the second one (1) year period beginning January 1, 2026; and

WHEREAS, the parties have mutually agreed to a one (1) year extension beginning January 1, 2026,

NOW THEREFORE, the parties hereto agree as follows:

I.

The contract and agreement for the sale of advertising space in and upon eligible revenue vehicles in accordance with the BPTC Advertising Policy is extended for one (1) year beginning January 1, 2026 extending through December 31, 2026.

II.

The fees for services provided by the Contractor including the distribution of gross revenues received from the sale of advertising by the Contractor shall be adjusted to 50/50% revenue split between BPTC and the Contractor.

III.

All other terms and conditions of the initial contract executed September 30, 2021 shall remain in full force and effect. The Contractor shall fully abide by and comply with the terms and conditions of BPTC’s amended advertising policy dated December 17, 2024, attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties hereto have executed this contract and agreement on the 16th day of December A.D., 2025, as of the date and year aforesaid.

MESMERIZE MEDIA LLC

**BLOOMINGTON PUBLIC
TRANSPORTATION CORP.**

Evan Gordan
Senior Vice President

James McLary
Chair

RESOLUTION 25-28

A resolution authorizing the approval of a contract with N-Momentum for an IT assessment. A resolution approving the AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN N-MOMENTUM AND BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION

WHEREAS, under Indiana Code 5-22-9-1, the Bloomington Public Transportation Corporation (BPTC) has determined that the use of competitive sealed bidding is not practicable nor advantageous for the procurement of professional services as there are several criteria that should be considered in such a procurement of services including approach, key personnel and credentials, and

WHEREAS, the BPTC requested proposals for professional services related to information technology from interested and qualified firms; and

WHEREAS, the BPTC General Manager, and BPTC Grant and Procurement Manager reviewed and evaluated proposals received from interested firms and has determined that the firm N-Momentum is the best and most advantageous firm for the BPTC to use for an IT Assessment and; and

NOW THEREFORE, BE IT RESOLVED: The BPTC Board of Directors authorizes the execution of the AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN N-MOMENTUM AND BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION in the amount of \$73,732.20.

APPROVE:

ATTEST:

_____ 12-16-25
James McLary, Secretary
Bloomington Public Transportation
Corporation

_____ 12-16-25
Nancy Obermeyer, Chair
Bloomington Public Transportation
Corporation

RESOLUTION 25-30

A resolution authorizing the Chairman, Secretary, and General Manager of the Bloomington Public Transportation Corporation (BPTC) to execute a Collective Bargaining Agreement between the BPTC and the American Federation of State, County, and Municipal Employees (AFSCME) Local 613.

WHEREAS, Ind. Code §36-9-4-12 authorizes the creation of the Bloomington Public Transportation Corporation, which is a municipal corporation, separate and independent from the City of Bloomington; and

WHEREAS, Ind. Code §36-9-4-33 authorizes the Board of Directors of a Public Transportation Corporation to contract with any person upon the terms and conditions the Board considers best for the Corporation; and

WHEREAS, AFSCME Local 613 is the exclusive bargaining agent for a unit consisting of all BPTC employees except supervisory, professional, clerical, technical, confidential, and temporary employees; and

WHEREAS, it is the intent and purpose of BPTC and AFSCME Local 613 to ensure a sound and mutually beneficial working relationship between the parties; and

WHEREAS, the BPTC and AFSCME Local 613 have reached a tentative collective bargaining agreement that shall take effect on January 1, 2026 and continue in full force and effect through December 31, 2028.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the BPTC that the Chairman, Secretary and General Manager of the BPTC are authorized to execute a collective bargaining agreement subject to the approval of a majority of the members of AFSCME Local 613.

DATED this _____ day of _____, 2025.

ATTEST:

APPROVE:

James McLary, Secretary
Bloomington Public Transportation
Corporation

Nancy Obermeyer, Chair
Bloomington Public Transportation
Corporation

RESOLUTION 25-31
AGREEMENT FOR AMERICANS
WITH DISABILITIES ACT TRANSIT SERVICES

This agreement (“Agreement,”) is entered into December 15, 2025, by and between Bloomington Public Transportation Corporation, also referred to as “BPTC,, and Be Loved Transportation Inc. referred herein as “Contractor,,.

RECITALS

WHEREAS, the Bloomington Public Transportation Corporation (“BPTC,,) issued an Declaration of Emergency for supplemental ADA service assistance, and has selected Contractor to provide supplemental ADA Demand Response Transit Services; and

WHEREAS, based on the negotiations for temporary supplemental service in this Agreement, the service period will be from December 21, 2025 to May 30, 2026.

NOW, THEREFORE, BPTC and Contractor hereby agree as follows:

1. STATEMENT OF AGREEMENT

BPTC engages Contractor, and Contractor accepts such engagement, to perform the services on the terms and conditions and for the compensation all as set forth in this Agreement. Contractor warrants that it has the qualifications, experience, vehicles and facilities to properly perform said services and agrees to undertake and complete the training for the ADA scheduling and dispatch protocols of the Ride-Co services software platform.

2. DESCRIPTION OF SERVICES

The services to be performed by Contractor are “ADA On Demand Services,, as described in more detail and set forth in the Scope of Work attached to this Agreement and incorporated herein as Attachment #1.

3. CHANGES IN THE WORK

It shall be understood and agreed by the Contractor that the General Manager of the BPTC, may, at any time during the progress of this project, decrease the services to be performed by the

Contractor. Any such change shall not invalidate this Agreement, and the Contractor shall agree to provide the modified services pursuant to this Agreement.

4. COMPENSATION

The total compensation payable to Contractor, by BPTC, for providing ADA On Demand Services is not to exceed the amounts shown and described in Attachment #2, attached hereto and incorporated herein. The total compensation payable to Contractor by BPTC shall not exceed \$50,000 for the entire Term of this Agreement as also shown in Attachment #2.

The BPTC shall not be obligated to pay Contractor for costs incurred in excess of the amounts shown above and reflected in Attachment #2. BPTC will pay Contractor at the rates listed on Attachment #2.

5. TERM/EXTENSION

Unless terminated earlier pursuant to Section 17 of this Agreement, this Agreement will commence on December 21, 2025 ("Effective Date,") and will terminate on May 30, 2026.

6. PROGRESS AND COMPLETION

Upon written authorization of BPTC to proceed, the Contractor will begin mobilization to ensure that ADA transit Services to the public under this Agreement will commence on December 21, 2025.

7. ASSIGNMENT AND SUBCONTRACTING

This Agreement is for the provision and maintenance of specified services and Contractor may not assign or subcontract its rights under this Agreement nor delegate the performance of its duties.

8. STAFFING

Contractor shall employ adequate staff to fully execute all passenger trips assigned to the Contractor during the term of this agreement.

8.1 Training

Contractor shall be responsible for ensuring that all Contractor personnel have appropriate and adequate training and Contractor shall arrange for that training. Contractor shall develop and provide a training program sufficient to meet the ADA Act requirements. The training program shall be reviewed and approved by BPTC staff prior to implementation.

Prior to their assignment to BPTC's project, each employee shall receive, at a minimum, the

following training:

- Contractor's training program as described above;
- BPTC orientation on transit services, policies, and procedures, to be provided by BPTC staff; and
- Training in sensitivity issues regarding working with individuals with disabilities. Contractor shall permit BPTC staff on an occasional basis to attend and participate in Contractor's training program.

9. EMERGENCY PROTOCOLS/PROCEDURES

Contractor policies and procedures shall be in place to respond to any emergencies (e.g. cardiopulmonary resuscitation, seizure management, etc.) that may arise during provision of the transit services contemplated under this Agreement. BPTC may elect to review protocols and procedures for adequacy and if policies and procedures are found inadequate, BPTC may require changes to such procedures and policies to correct such inadequacies. BPTC will not be responsible for any costs associated with implementation of such policies and procedures as the costs of that implementation is included in the contracted service price/compensation outlined in Attachment #2 and Section 4 above.

10. RELATIONSHIP OF THE PARTIES

Contractor will act as an independent contractor and is not an employee, officer, agent, partner, or joint venture of BPTC by virtue of this Agreement. Contractor agrees that its workers performing services under this Agreement shall be either (1) employees of Contractor, or (2) shall meet all of the following three requirements to qualify as independent contractors: (a) be free from control and direction of Contractor; (b) perform work that is outside the usual course of Contractor's business; and (c) be customarily engaged in an independently established trade, occupation or business of the same nature as the work the individual performs for Contractor. Contractor will defend, indemnify, and hold BPTC, harmless from any claims, demands, liabilities, costs, and expenses arising from Contractor's misclassification of workers providing services as independent contractors under this Agreement.

11. CONTRACTOR INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to BPTC of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to BPTC. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in

the Contractor's Proposal. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

11.1. Workers' Compensation. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident.

11.2. Commercial General and Automobile Liability Insurance.

11.2.1 Commercial General Liability (CGL). Insurance "occurrence,, basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

11.2.2 Automobile Liability. Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

11.2.3 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability Insurance and Services Office form number GL 0404 covering Broad Form Comprehensive General Liability on an "occurrence,, basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition). No endorsement shall be attached limiting the coverage.

11.2.4 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to BPTC and its officers, employees, agents, and volunteers.

11.3. Professional Liability Insurance.

11.3.1 General requirements. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not

less than \$2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed one hundred fifty thousand dollars (\$150,000) per claim.

11.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor shall purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement or the work. BPTC shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to BPTC for review prior to the commencement of any work under this Agreement.

11.3.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy

11.4. All Policies Requirements.

11.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

11.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish BPTC with complete copies of all policies delivered to Contractor by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If BPTC does not receive the required insurance documents prior to the Contractor beginning work, this shall not waive the Contractor's obligation to provide them. BPTC reserves the right to require complete copies of all required insurance policies at any time.

11.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement

stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to BPTC. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Contractor shall provide written notice to BPTC at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.

11.4.4 Additional insured; primary insurance. BPTC and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including BPTC's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to BPTC or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to BPTC and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by BPTC shall be called upon to contribute to a loss under the coverage.

11. 4.5 Deductibles and Self-Insured Retentions. Contractor shall disclose to and obtain the approval of BPTC for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Further, if the Contractor's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Contractor may increase such deductibles or self-insured retentions with respect to BPTC, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Contractor procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

11.4.6 Wasting Policy. No insurance policy required by Section 4 shall include a “wasting,, policy limit.

11.4.7 Variation. BPTC may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that BPTC’s interests are otherwise fully protected.

11.5. Remedies. In addition to any other remedies BPTC may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, BPTC may, at its sole option order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or terminate this Agreement.

12. SCOPE OF CONFIDENTIAL INFORMATION

From time to time during the Term, BPTC may disclose or make available to Contractor information about BPTC’s business affairs, goods and services, confidential information, and materials comprising or relating to intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, such information, as well as the terms of this Agreement, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential,, constitutes “**Confidential Information**,, hereunder. Confidential Information excludes information that, at the time of disclosure and as established by documentary evidence: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Article VIII by Contractor or any of Contractor’s Personnel, (ii) is or becomes available to Contractor on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information, (iii) was or is independently developed by Contractor without reference to or use of, in whole or in part, any of BPTC’s Confidential Information; or is required to be disclosed pursuant to applicable law.

13. CONFIDENTIALITY AND NON-DISCLOSURE OBLIGATIONS

- a. Contractor shall (i) protect and safeguard the confidentiality of Confidential Information with at least the same degree of care as Contractor would protect its own confidential information, but in no event with less than a commercially reasonable degree of care; (ii) not use Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to Contractor’s Personnel who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

- b. Contractor further covenants not to disclose or otherwise make known to any person or entity nor to issue or release for publication any articles or advertising or publicity matter relating to this Agreement in which the name of BPTC or any of its affiliates is mentioned or used, directly or indirectly, unless prior written consent is granted by BPTC.

14. SUBCONTRACTING

Contractor may not subcontract any obligations related to this Contract without first obtaining consent in writing from an authorized agent of BPTC. All authorized subcontracts will require that the subcontractor be bound by and subject to all of the terms and conditions of this Agreement. No subcontract or order will relieve Contractor from its obligations to BPTC, including Contractor's insurance and indemnification obligations, and no subcontract or order will bind BPTC.

15. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the Bloomington Public Transportation Corporation, from all liability costs, damages, or expenses, including attorneys' fees arising out of or incurred in connection with the Contractor and its employees'/agents' and subcontractors' acts or omissions in the performance of the services provided pursuant to this agreement, and Contractor agrees at its own cost, expense and risk to defend any and all resulting actions, suits, or other legal proceedings brought or instituted against BPTC Group arising out of its performance of the services under this Agreement, and to pay and satisfy any resulting judgments, claims, damages and costs.

16. FEDERAL, STATE AND LOCAL LAWS

Contractor warrants that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated there under, as they may be amended from time to time during the term of this Agreement. Specifically, and without limitation Contractor agrees to comply with the requirements within this document, including all exhibits hereto, incorporated herein by reference. Contractor's failure to so comply shall constitute a material breach of this Agreement. The Parties incorporate the necessary Federal Clauses attached hereto as Exhibit A.

17. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable Americans with Disabilities Act (ADA) and Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Agreement and/or the grant agreements between the BPTC and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Failure by the Contractor to so comply shall constitute a material breach of this Agreement. In the event any such changes

significantly affect the cost or the schedule to perform the work, the Contractor shall be entitled to submit a claim for an equitable adjustment under the applicable provisions of this Agreement.

18. FORCE MAJEURE

The date and time for performance by any Party of any obligation under the Agreement shall be postponed automatically to the extent, and for the period of time, that the Party is prevented from doing so by a Force Majeure Event.

For the purpose of this Agreement, a Force Majeure Event shall mean among other things, any act of God, war, rebellion, terrorism, insurrection, riot, disorder, strikes, unavailability of means of transportation, commotion, epidemic, pandemic (including the Covid-19 Pandemic), fire, earthquakes and other natural catastrophes and any compliance with any order embargo, demand or request of any authority having control over the Party.

The Party prevented from rendering performance due to a Force Majeure Event must notify the other Party promptly and in reasonable detail of the commencement and nature of such Force Majeure Event and the probable consequences of it. The obligations of both Parties affected by such a delay shall be adjusted accordingly.

If as a consequence of a Force Majeure event part or all the Work shall suffer loss or damage, the Contractor shall be entitled to receive payment for the part of the Work performed, with regard to the loss or damage that has occurred.

19. TERMINATION

- A. TERMINATION FOR CONVENIENCE** - BPTC, by written notice, may terminate this Agreement, in whole or in part, when it is in BPTC's interest to do so. If this Agreement is terminated, BPTC shall be liable only for payment under the payment provisions of this Agreement for services rendered before the date of termination.
- B. TERMINATION FOR DEFAULT [Breach or Cause]** - If the Contractor fails to perform the services in the manner called for in Agreement, or if the Contractor fails to comply with any other provisions of the Agreement, BPTC may terminate this Agreement for default. Termination shall be effective upon serving notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Agreement price for services performed in accordance with the manner of performance set forth in the Agreement prior to termination.

If it is later determined by BPTC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, BPTC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- C. OPPORTUNITY TO CURE (General Provision)** - The BPTC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to BPTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by Contractor of written notice from BPTC setting forth the nature of said breach or default, BPTC shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude BPTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- D. WAIVER OF REMEDIES FOR ANY BREACH** - In the event that BPTC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by BPTC shall not limit BPTC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement. Any such waiver by BPTC must be in writing.

20. BREACHES AND DISPUTE RESOLUTION PROCEDURE

- A. Disputes** - Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of BPTC. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the BPTC. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of BPTC shall be binding upon the Contractor and the Contractor shall abide by the decision.
- B. Performance During Dispute** - Unless otherwise directed by BPTC, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.
- C. Claims for Damages** - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- D. Remedies** - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the BPTC and the Contractor arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Indiana.

E. Rights and Remedies - The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the BPTC, Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

21. NOTICES

A. TO BPTC

All notices to BPTC under this Agreement shall be in writing and sent to:

John Connell
General Manager
Bloomington Public Transportation
Corporation
130 W Grimes
Bloomington, IN 47403

B. TO THE CONTRACTOR

All notices to Contractor under this Agreement shall be in writing and sent to:

Dwayne Cole Sr.
Executive Director
Be Loved Transportation Inc.
beloved.transportation@gmail.com

22. ENTIRE AGREEMENT, MODIFICATION, AND EFFECTIVE DATE

A. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes all agreements and understandings related to this work. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise have been made by a party, or anyone acting on behalf of any party, which are not embodied herein or in the above-incorporated document, and that any other agreement, statement or promises not contained in this Agreement shall not be valid or binding.

B. MODIFICATIONS

This Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties.

23. WAIVER

- a. No waiver under this Agreement is effective unless it is in writing and signed by the Party waiving its right.
- b. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion.
- c. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement:
 - i. any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Agreement; or
 - ii. any act, omission, or course of dealing between the Parties.

24. ASSIGNMENT

Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without BPTC's prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Contractor of any of its obligations under this Agreement. Moreover, BPTC may assign its rights and obligations under this Agreement without Contractor's consent upon written notice to Contractor.

25. GOVERNING LAW AND VENUE

This Agreement shall be governed by and in accordance with the laws of the State of Indiana and the United States of America. The venue for any dispute under this Agreement shall be the court of competent jurisdiction in the County of Monroe, Indiana.

26. SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

27. ATTORNEYS' FEES

In the event an action is filed by either party to enforce rights under this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to any relief granted by the court.

28. INVOICING

The Contractor shall submit invoices to the BPTC within five (5) working days after the end of each month for services rendered during the reporting period. Invoices shall be prepared in such a form and supported by such documentation as may be required by BPTC to establish that the amounts are allowable. Payment to Contractor shall be made within thirty (30) days after receipt of an acceptable invoice. All invoices shall be addressed as follows:

Controller, Bloomington Public Transportation Corporation
130 W Grimes Lane, Bloomington, IN, 47403

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives. Each party represents to the other party that this Agreement has been executed by a duly authorized agent of the party so representing.

BPTC:

**BLOOMINGTON PUBLIC
TRANSPORTATION CORPORATION**

By _____
James McLary, CHAIR

CONTRACTOR:

BE LOVED TRANSPORTATION INC.

By _____
Dwayne Cole Sr.

ATTEST:

Nancy Obermeyer, Secretary
Bloomington Public Transportation Corporation

ATTACHMENT #1

SCOPE OF SERVICES

1. MANAGEMENT OF OPERATIONS

Project Manager

The Contractor shall provide a Project Manager who shall be responsible for and oversee operations of the supplemental ADA on demand service program under direction of BPTC.

The Project Manager shall maintain consistent and sufficient contact with BPTC's ACCESS Manager. The Project Manager must be knowledgeable about ADA rules, regulations, and compliance regarding transit services. The Project Manager is responsible for the recruitment, hiring, and training of appropriate staff to satisfy the requirements of this Scope of Services.

The Project Manager shall demonstrate, by decision and action, competency in all aspects of BPTC's ADA s service plan. The responsibilities of the Project Manager include, but are not limited to, the following:

- Supervision of personnel assigned to perform the tasks specified in this Scope of Work;
- Administration of the dispatching and execution of scheduled passenger trips assigned to the contractor by BPTC;
- Ensuring the required contractor's accessible vehicles are available and readied for the execution of passenger trips.
- Attendance at monthly meetings that BPTC may schedule;
- Collaboration with BPTC staff;
- Certification of accurate Monthly Reports including invoicing and other data submitted to BPTC; other reports as requested by BPTC.

Reporting

On a monthly basis, the Project Manager shall prepare a Monthly Hours of Service Report which shall be submitted to the BPTC with the monthly invoice. This report shall include, at a minimum, the following:

1. Number of revenue vehicle hours performed
2. Number of passenger trips scheduled
3. Number of trips completed
4. Number of the following:
 - a. Passenger No Shows
 - b. Trips Abandoned

- c. Service Interruptions
- d. Passenger Injuries
- e. Vehicular accidents

Contractor may propose modifications and additions to the recommended reporting. All modifications are subject to approval by BPTC.

Meetings

The Project Manager and, as appropriate, shall attend meetings with BPTC on a regular basis to review the scheduling process, to review Contractor's performance, to identify areas for analysis and improvement.

These meetings are anticipated to each be no longer than one (1) hour in length. In addition to these regular meetings, Contractor's Project Manager may be requested to attend and participate in other meetings relating to BPTC's ADA program.

BPTC Responsibilities

Under this Contract, BPTC's responsibilities in administering the supplemental ADA on demand Program will include the following:

- Providing a tablet(s) to the contractor for the utilization of the Ride-Co CAD/AVL dispatch software platform to be used by the contractor with regard to the completion of passenger trips;
- Ensuring the availability of trip manifests one day before the service day begins;
- Providing Contractor Drivers training on the dispatch software platform.
- Providing Contractor access to the dispatch software platform.
- Administering drug & alcohol testing for Contractor safety sensitive employees in compliance with FTA regulations.
- Providing Contractor a minimum of two week notice prior to ceasing subcontracting activities.

ATTACHMENT #2

COMPENSATION

Pursuant to Section 4 of the Agreement, the maximum compensation payable to Contractor for providing the service during the contract term is \$50,000.

- 1) The Contractor shall be paid on a Cost per Revenue Vehicle Hour Basis: The BPTC shall pay the contractor (\$50.00) fifty dollars, for each hour a contractor vehicle is in service to perform passenger trips and (\$25.00) twenty-five, for each hour a contractor secondary vehicle is in service to perform passenger trips.
- 2) The Contractor shall determine the number of contractor vehicles needed for scheduled trips for each service day.
- 3) No more than two contractor vehicles shall be in service at any time.
- 4) The contractor shall retain the passenger fares for each performed trip.

LEGAL NOTICE

Notice is hereby given that the Bloomington Public Transportation Corporation (BPTC) Board of Directors shall hold meetings at the BPTC Offices, 130 W. Grimes Lane, Bloomington, Indiana, in the BPTC Conference Room on the following dates listed below.

2026 Proposed Meeting Schedule

- January: January 20th
- February: February 17th
- March: March 24th
- April: April 21st
- May: May 19th
- June: June 16th
- July: July 21st
- August: August 18th
- September: September 15th
- October: October 20st
- November: November 17th
- December: December 15th

Meetings begin at 5:30 p.m. and location is 130 W. Grimes Lane, Bloomington, IN 47403.

**Bloomington Public Transportation Corporation
Personnel Report
NOVEMBER 2025**

	Monthly New Hires	Monthly Terminations	End of Month Vacancies
Administrative Staff	0	0	1
Fixed Route Drivers	0	1	7
BT Access Drivers	0	0	1
Maintenance	0	0	1
Mechanic	0	0	2
Service Person	1	0	0
Service Attendants	0	0	1
Total	1	0	13

Monthly Management Report 2025
Bloomington Public Transportation Corporation
Monthly Statistics and Performance Indicators

Fixed Route:	January	February	March	April	May	June	July	August	September	October	November	December	YTD
<i>Total Passengers</i>	203,470	266,171	214,044	267,785	115,789	86,150	91,190	151,436	288,823	283,019	200,924		2,168,801
<i>Revenue Miles</i>	81,936	84,612	85,906	92,269	77,687	70,041	72,903	77,509	94,968	97,583	80,916		916,329
<i>Total Miles</i>	83,831	86,440	87,486	94,486	79,454	71,926	74,021	79,471	97,992	99,900	82,671		937,677
<i>Revenue Hours</i>	7,603	8,027	7,997	8,630	7,057	6,334	6,497	7,046	8,833	9,249	7,592		84,866
<i>Total Hours</i>	8,243	8,718	8,472	9,236	7,525	6,680	6,972	7,774	9,880	10,133	8,804		92,438
<i>Revenue</i>	\$195,383	\$192,700	\$225,917	\$208,270	\$207,006	\$171,721	\$41,757	\$116,235	\$388,051	\$280,079	\$207,458		2,234,577
<i>Road Calls</i>	8	10	13	18	7	10	9	0	3	10	3		91
<i>Collision Accidents</i>	6	2	2	8	4	2	1	1	4	3	4		37
<i>On Time Performance</i>	71.9%	71.6%	72.4%	70.9%	73.3%	79.8%	79.4%	70.5%	61.8%	68.4%	71.5%		71.9%
<i>PM Inspection OT %</i>	100%	100%	100.0%	100%	100%	100%	100%	100%	100%	100%	100%		100.0%
Paratransit:	January	February	March	April	May	June	July	August	September	October	November	December	YTD
<i>Total Passengers</i>	1,931	2,089	2,290	2,446	2,253	1,977	2,186	2,192	2,276	2,319	1,921		23,880
<i>Revenue Miles</i>	8,482	8,890	9,900	10,563	9,404	8,411	9,132	9,489	9,816	11,273	7,893		103,253
<i>Total Miles</i>	9,359	9,686	10,956	11,533	10,556	10,672	11,587	11,185	10,928	12,700	8,833		117,995
<i>Revenue Hours</i>	787	752	886	915	881	805	867	896	921	937	747		9,394
<i>Total Hours</i>	975	914	1,066	1,124	1,101	1,190	1,270	1,177	1,127	1,205	895		12,044
<i>Revenue</i>	\$2,335	\$4,568	\$3,209	\$4,211	\$3,599	\$3,628	\$3,586	\$4,433	\$3,829	\$4,309	\$3,701		41,407
<i>Road Calls</i>	0	0	0	0	0	0	0	0	0	0	0		0
<i>Collision Accidents</i>	1	0	0	1	0	0	0	1	0	0	0		3
<i>On Time Performance</i>	92.1%	91.2%	94.7%	92.4%	94.8%	94.9%	95.7%	92.6%	92.7%	95.9%	95.8%		93.9%
<i>PM Inspection OT %</i>	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		100.0%
<i>Trip Denials</i>	0	0	0	0	0	0	0	0	0	0	0		0
<i>Missed Trips</i>	0	0	0	0	0	0	0	1	0	0	0		1
<i>Excessive Long Trips</i>	2	0	0	3	0	2	0	1	3	1	2		14

BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION
Ridership & Productivity By Route
Nov-25

Route	2025								2024				
	Total Passengers		Revenue Hours	Revenue Miles	Passengers Per Hour		Passengers Per Mile		Total Passengers	Revenue Hours	Revenue Miles	Passengers Per Hour	Passengers Per Mile
1 BHS North	5,119	-15.1%	343.8	4,343.0	14.89	-11.5%	1.18	-12.3%	6,030	358.6	4,485.6	16.82	1.34
2 South Rogers/Countryview	4,672	18.8%	270.6	3,007.6	17.27	16.0%	1.55	20.6%	3,933	264.1	3,054.6	14.89	1.29
2 West 11th St	5,018	2.1%	351.2	3,807.3	14.29	2.3%	1.32	-1.8%	4,915	352.0	3,660.9	13.96	1.34
3 East College Mall	22,181	-8.8%	706.9	8,415.0	31.38	-9.8%	2.64	-6.7%	24,312	699.2	8,603.4	34.77	2.83
3 West Highland Village/Curry Pike	8,849	-13.4%	684.6	8,296.9	12.93	-13.0%	1.07	-4.8%	10,221	687.6	9,126.2	14.86	1.12
4 South High Street	4,712	-1.0%	288.0	3,601.7	16.36	5.0%	1.31	2.6%	4,758	305.2	3,731.5	15.59	1.28
4 West Bloomfield Rd	3,635	-7.1%	395.6	5,333.9	9.19	-4.5%	0.68	-5.1%	3,914	406.9	5,447.8	9.62	0.72
5 Sare Road	5,248	-17.9%	319.0	3,412.3	16.45	-15.1%	1.54	-15.5%	6,389	329.6	3,509.8	19.39	1.82
6 Campus Shuttle	62,404	-11.8%	1,397.3	11,805.6	44.66	-22.9%	5.29	-12.9%	70,728	1,220.9	11,649.5	57.93	6.07
7 S Walnut/Clear Creek	9,583	-23.8%	730.2	8,665.1	13.12	-33.1%	1.11	-26.7%	12,577	641.2	8,330.6	19.61	1.51
9 IU Campus/Campus Corner	43,518	-18.2%	970.0	8,270.6	44.86	-11.3%	5.26	-14.2%	53,173	1,050.8	8,668.2	50.60	6.13
9 Limited	5,895	-3.8%	177.4	1,642.5	33.23	0.8%	3.59	2.1%	6,129	185.9	1,744.0	32.98	3.51
11 W 17th	5,602	-23.5%	368.7	3,330.5	15.20	-25.1%	1.68	-23.8%	7,327	361.0	3,321.4	20.30	2.21
12 N Walnut	9,930	-9.6%	172.8	1,675.2	57.46	-3.9%	5.93	-4.7%	10,989	183.9	1,766.5	59.77	6.22
13 Park 48/Ivy Tech*	830	.	226.0	3,712.7	3.67	.	0.22
14 Muller Park	3,728	-24.3%	189.7	1,595.9	19.65	-20.9%	2.34	-19.1%	4,924	198.3	1,705.6	24.83	2.89
Total	200,924	-12.8%	7,592	80,916	26.47	-16.7%	2.48	-15.0%	230,319	7,245	78,806	31.79	2.92
Year-to-Date Total	2,168,801	-7.5%	71,475	768,601	30.34	-11.9%	2.82	-10.4%	2,343,677	68,060	744,383	34.44	3.15

*New service on 01/02/2025

Bloomington Public Transportation Corporation

Monthly Statistics and Performance Indicators

Safety													
	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total
Accidents													
Fixed Route													
2025 Collision Accidents	6	2	2	8	4	2	1	1	4	3	4		37
2024 Collision Accidents	4	1	7	3	3	3	3	5	3	2	5		39
2024-2025 Change	2	1	-5	5	1	-1	-2	-4	1	1	-1		-2
2025 Collision Rate (Per 100k mi)	7.32	2.36	2.33	8.67	5.15	2.86	1.37	1.29	4.08	3.00	4.94		4.01
2024 Collision Rate (Per 100k mi)	4.69	1.26	8.36	3.39	4.02	4.36	4.04	6.28	3.58	2.20	6.34		4.39
Fixed Route													
2025 Preventable Accidents	2	1	2	7	4	2	0	1	3	1	2		25
2024 Preventable Accidents	0	0	5	1	3	3	3	3	1	2	4		25
2024-2025 Change	2	1	-3	6	1	-1	-3	-2	2	-1	-2		0
2025 Preventables Rate (Per 100k mi)	2.44	1.18	2.33	7.59	5.15	2.86	-	1.29	3.06	1.00	2.47		2.71
2024 Preventables Rate (Per 100k mi)	-	-	5.97	1.13	4.02	4.36	4.04	3.77	1.19	2.20	5.08		2.82
BT Access													
2025 Collision Accidents	1	0	0	1	0	0	0	1	0	0	0		3
2024 Collision Accidents	2	0	0	3	0	0	0	2	0	2	0		9
2024-2025 Change	-1	0	0	-2	0	0	0	-1	0	-2	0		-6
2025 Collision Rate (Per 100k mi)	11.79	-	-	9.47	-	-	-	10.54	-	-	-		2.91
2024 Collision Rate (Per 100k mi)	14.69	-	-	27.71	-	-	-	17.33	-	18.51	-		7.64
BT Access													
2025 Preventable Accidents	1	0	0	0	0	0	0	0	0	0	0		1
2024 Preventable Accidents	2	0	0	0	0	0	0	2	0	1	0		5
2024-2025 Change	-1	0	0	0	0	0	0	-2	0	-1	0		-4
2025 Preventables Rate (Per 100k mi)	11.79	-	-	-	-	-	-	-	-	-	-		0.97
2024 Preventables Rate (Per 100k mi)	14.69	-	-	-	-	-	-	17.33	-	9.25	-		4.25
Roadcalls													
Fixed Route													
2025 Roadcalls	8	10	13	18	7	10	9	0	3	10	3		91
2024 Roadcalls	14	10	12	6	4	9	8	2	5	13	7		90
2024-2025 Change	-6	0	1	12	3	1	1	-2	-2	-3	-4		1
2025 Roadcalls (Per 100k mi)	9.76	11.82	15.13	19.51	9.01	14.28	12.35	-	3.06	10.01	3.71		9.87
2024 Roadcalls (Per 100k mi)	16.41	12.58	14.33	6.78	5.36	13.08	10.79	2.51	5.96	14.31	8.88		10.14
BT Access													
2025 Roadcalls	0	0	0	0	0	0	0	0	0	0	0		0
2024 Roadcalls	0	0	0	0	1	0	0	0	1	0	0		2
2024-2025 Change	0	0	0	0	-1	0	0	0	-1	0	0		-2
2025 Roadcalls (Per 100k mi)	-	-	-	-	-	-	-	-	-	-	-		-
2024 Roadcalls (Per 100k mi)	-	-	-	-	9.14	-	-	-	10.09	-	-		1.70

Bloomington Public Transportation Corporation

Monthly Statistics and Performance Indicators

Ridership													
	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total
Fixed Route													
2025 Passenger Trips	203,470	266,171	214,044	267,785	115,789	86,150	91,190	151,436	288,823	283,019	200,924		2,168,801
2024 Passenger Trips	252,380	289,453	230,242	265,328	103,263	85,340	88,214	176,857	301,909	320,372	230,319		2,343,677
2024-2025 Change	-48,910	-23,282	-16,198	2,457	12,526	810	2,976	-25,421	-13,086	-37,353	-29,395		-174,876
2024-2025 Percent Change	-19%	-8%	-7%	1%	12%	1%	3%	-14%	-4%	-12%	-13%		-7%
2025 Revenue Hours	7,603	8,027	7,997	8,630	7,057	6,334	6,497	7,046	8,833	9,249	7,592		84,866
2024 Revenue Hours	8,382	7,403	7,463	8,009	6,407	6,025	6,448	6,988	7,714	8,406	7,245		80,490
2025 Passengers Per Rev Hour	26.76	33.16	26.77	31.03	16.41	13.60	14.04	21.49	32.70	30.60	26.47		25.56
2024 Passengers Per Rev Hour	30.11	39.10	30.85	33.13	16.12	14.16	13.68	25.31	39.14	38.11	31.79		29.12
2025 Revenue Miles	81,936	84,612	85,906	92,269	77,687	70,041	72,903	77,509	97,968	99,900	80,916		921,646
2024 Revenue Miles	85,299	79,474	83,768	88,541	74,665	68,812	74,176	79,612	83,847	90,861	78,803		887,859
2025 Passengers Per Rev Mile	2.48	3.15	2.49	2.90	1.49	1.23	1.25	1.95	2.95	2.83	2.48		2.35
2024 Passengers Per Rev Mile	2.96	3.64	2.75	3.00	1.38	1.24	1.19	2.22	3.60	3.53	2.92		2.64
BT Access													
2025 Passenger Trips	1,931	2,089	2,290	2,446	2,253	1,977	2,186	2,192	2,276	2,319	1,921		23,880
2024 Passenger Trips	2,886	2,754	2,709	2,863	2,750	2,671	2,452	2,739	2,449	2,582	2,091		28,946
2024-2025 Change	-955	-665	-419	-417	-497	-694	-266	-547	-173	-263	-170		-5,066
2024-2025 Percent Change	-33%	-24%	-15%	-15%	-18%	-26%	-11%	-20%	-7%	-10%	-8%		-18%
2025 Revenue Hours	787	752	886	915	881	805	867	896	921	937	747		9,394
2024 Revenue Hours	1,297	1,066	1,025	1,125	1,038	992	929	955	876	974	831		11,108
2025 Passengers Per Rev Hour	2.45	2.78	2.58	2.67	2.56	2.46	2.52	2.45	2.47	2.47	2.57		2.54
2024 Passengers Per Rev Hour	2.23	2.58	2.64	2.54	2.65	2.69	2.64	2.87	2.80	2.65	2.52		2.61
2025 Revenue Miles	8,482	8,890	9,900	10,563	9,404	8,411	9,132	9,489	9,816	11,273	7,893		103,253
2024 Revenue Miles	13,616	10,897	10,159	10,825	10,942	10,090	9,986	11,538	9,909	10,805	8,958		117,725
2025 Passengers Per Rev Mile	0.23	0.23	0.23	0.23	0.24	0.24	0.24	0.23	0.23	0.21	0.24		0.23
2024 Passengers Per Rev Mile	0.21	0.25	0.27	0.26	0.25	0.26	0.25	0.24	0.25	0.24	0.23		0.25
Total Ridership													
2025 Passenger Trips	205,401	268,260	216,334	270,231	118,042	88,127	93,376	153,628	291,099	285,338	202,845		2,192,681
2024 Passenger Trips	255,266	292,207	232,951	268,191	106,013	88,011	90,666	179,596	304,358	322,954	232,410		2,372,623
2024-2025 Change	-49,865	-23,947	-16,617	2,040	12,029	116	2,710	-25,968	-13,259	-37,616	-29,565		-179,942
2024-2025 Percent Change	-20%	-8%	-7%	1%	11%	0%	3%	-14%	-4%	-12%	-13%		-8%

**Bloomington Public Transportation Corporation
2025 Uber and Lyft On-Demand Monthly Summary**

		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
		2025											
Late Nite Rides	Active Users	733	896	869	1,050	973	690	539	669	695	824	841	
	Avg Subsidy	\$ 8.56	\$ 8.14	\$ 7.38	\$ 7.41	\$ 8.33	\$ 8.94	\$ 8.57	\$ 8.70	\$ 8.80	\$ 8.86	\$ 8.66	
	Total Subsidy	\$ 17,154	\$ 20,822	\$ 18,977	\$ 24,192	\$ 39,316	\$ 25,938	\$ 12,504	\$ 15,643	\$ 18,085	\$ 23,541	\$ 19,846	
	Trips	2,004	2,558	2,571	3,265	4721	2903	1459	1799	2054	2657	2293	
Fixed Route Cancellation / Emergency Service trips		10,172	-	23	-	-	-	-	-	-	11	-	
		\$ 113,466	\$ -	\$ 157	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 98	\$ -	
2025 Dispatched Trips		143	245	122	181	92	79	75	107	159	140	164	
2025 Dispatched Total Subsidy		\$ 1,888	\$ 2,955	\$ 1,387	\$ 2,101	\$ 1,196	\$ 907	\$ 879	\$ 1,281	\$ 1,974	\$ 1,795	\$ 1,872	
2025 Avg Dispatched Subsidy		\$ 13.21	\$ 12.06	\$ 11.37	\$ 11.61	\$ 13.00	\$ 11.48	\$ 11.71	\$ 11.98	\$ 12.41	\$ 12.82	\$ 11.41	
<i>2024 Dispatched Trips</i>		9	14	4	42	12	28	75	78	197	123	159	
2024-2025 Change		1489%	1650%	2950%	331%	667%	182%	0%	37%	-19%	14%	3%	
2025 Total Trips		12,319	2,803	2,716	3,446	4,813	2,982	1,534	1,906	2,213	2,808	2,457	
2025 Total Cost		\$ 132,508.04	\$ 23,777.06	\$ 20,520.68	\$ 26,292.77	\$ 40,511.98	\$ 26,845.41	\$ 13,382.87	\$ 16,924.67	\$ 20,058.61	\$ 25,433.62	\$ 21,718.24	

		2024											
Late Nite Rides	<i>2024 Active Users</i>	1,315	1,616	1,706	1,917	1,102	643	389	586	841	787	898	
	<i>2024 Avg Subsidy</i>	\$ 7.48	\$ 7.42	\$ 7.00	\$ 7.56	\$ 6.92	\$ 8.31	\$ 8.24	\$ 8.26	\$ 7.78	\$ 7.82	\$ 8.61	
	<i>2024 Total Subsidy</i>	\$ 27,256	\$ 34,854	\$ 36,536	\$ 43,375	\$ 18,319	\$ 14,860	\$ 8,667	\$ 12,929	\$ 17,721.23	\$ 17,767.46	\$ 19,703.30	
	<i>2024 Trips</i>	3,642	4,699	5,220	5,736	2,648	1,789	1,052	1,565	2,277	2,273	2,289	
2024 Total Trips		3,651	4,713	5,224	5,778	2,660	1,817	1,127	1,643	2,474	2,396	2,448	
2024 - 2025 % Trip Change		237.4%	-40.5%	-48.0%	-40.4%	80.9%	64.1%	36.1%	16.0%	-10.5%	17.2%	0.4%	
2024 Total Cost		\$ 27,255.52	\$ 34,853.57	\$ 36,536.40	\$ 43,375.31	\$ 18,319.09	\$ 14,860.15	\$ 8,666.72	\$ 12,928.99	\$ 17,721.23	\$ 17,767.46	\$ 19,703.30	
2024 - 2025 % Cost Change		386.2%	-31.8%	-43.8%	-39.4%	121.1%	80.7%	54.4%	30.9%	13.2%	43.1%	10.2%	



Year-to-date Uber + Lyft trips: **39,997**

Year-to-date Uber + Lyft spend: \$ **367,973.95**

**SPECIAL MEETING IN EXECUTIVE SESSION
BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION (BPTC)
October 2, 2025 – 5:30 PM**

MINUTES

A special meeting in executive session of the Bloomington Public Transportation Corporation Board of Directors was held on October 2, 2025, at 5:30 p.m. at the Edward J. Kuntz Board Room of the Bloomington Public Transportation Corporation Operating Facility, 130 West Grimes Lane, Bloomington, Indiana 47403. Present were Nancy Obermeyer, Douglas Horn, Kent McDaniel, and James McLary.

Also present was John Connell, BPTC General Manager and Brenda Underwood, BPTC Human Resource Director, and Christa Browning, BPTC Controller.

Also present via zoom was Cindy Bushur-Hallam, Hanson Professional Services, Travis Emery, Hanson Professional Services, and Steve Gobelman Hanson Professional Services. Also present was Dean Kpere-Daibo, Partner, Traditional Labor Practice Co-Chair, Constangy, Brooks, Smith & Prophete, LLP.

The purpose of the meeting was for the specific purpose of discussing matters under I.C. § 5-14-1.5-6.1(b)(2)(A) and (D).

Other than the matters referenced above no other business was discussed or actions taken. The meeting was then adjourned.

APPROVE:

ATTEST:

12-16-25
**James McLary, Chair
Board of Directors BPTC**

12-16-25
**Nancy Obermeyer, Secretary
Board of Directors BPTC**

**SPECIAL MEETING IN EXECUTIVE SESSION
BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION (BPTC)
October 21, 2025 – 5:00 PM**

MINUTES

A special meeting in executive session of the Bloomington Public Transportation Corporation Board of Directors was held on October 21, 2025, at 5:00 p.m. at the Edward J. Kuntz Board Room of the Bloomington Public Transportation Corporation Operating Facility, 130 West Grimes Lane, Bloomington, Indiana 47403. Present were Nancy Obermeyer, Douglas Horn, Don Griffin, and James McLary.

Also present was John Connell, BPTC General Manager and Brenda Underwood, BPTC Human Resource Director, Christa Browning, BPTC Controller, and Shelley Strimiatis, .

Also present via zoom was Cindy Bushur-Hallam, Hanson Professional Services, and Travis Emery, Hanson Professional Services.

The purpose of the meeting was for the specific purpose of discussing matters under I.C. § 5-14-1.5-6.1(b)(2)(A).

Other than the matters referenced above no other business was discussed or actions taken. The meeting was then adjourned.

APPROVE:

ATTEST:

12-16-25
**James McLary, Chair
Board of Directors BPTC**

12-16-25
**Nancy Obermeyer, Secretary
Board of Directors BPTC**

**REGULAR BOARD MEETING
BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION (BPTC)
OCTOBER 21, 2025 – 5:30 PM.**

MINUTES

Chair James McLary convened the regular meeting of the Board of Directors of the Bloomington Public Transportation Corporation.

Join Zoom Meeting at the following link:

<http://us02web.zoom.us/j/83967178724?pwd=VWY0TjE0WTVHNXdhdTdfaDhKcVpZZz09>

Meeting ID: 839 6717 8724
Passcode: 248581

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+1 346 248 7799 US (Houston)

Meeting ID: 839 6717 8724
Passcode: 248581

ROLL CALL

Board Members and staff present: Chair James McLary, Board Member Doug Horn, Board Member Don Griffin, Secretary Nancy Obermeyer, General Manager John Connell, Controller Christa Browning, Operations Manager Mike Clark, Human Resource and Marketing Administrator Brenda Underwood, Planning and Special Projects Manager Shelley Strimaitis, Marketing and Development Manager Bryan Fyalkowski, and Grants and Procurement Specialist Zac Huneck.

Members of the Public: Dave Askins, and Rob Barnes, Hagerman Group

The following additional persons were also present via Zoom. Justin VanLeeuwen, IU Campus Bus, Scott Smith and Patrick Davis.

OLD BUSINESS

There was no old business.

MINUTES

Board Member Griffin made a motion to approve the September 23, 2025 Board Minutes. Secretary Obermeyer seconded the motion. The motion was approved unanimously.

NEW BUSINESS ACTION ITEMS

General Manager Connell stated there are no action items.

General Manager Connell stated that the 2026 budget was passed by Bloomington City Council on October 8th, 2025.

Chair McLary asked if there were any questions regarding LIT. General Manager Connell stated that there had been some inquiries about the uses of the LIT funds. He explained that the 2025 and 2026 allocations are earmarked for land acquisition. Connell noted that he will report back to the Bloomington City Council on how the funds are being used and how they have been leveraged as local matches for federal grants.

General Manager Connell said the Green Line will need to be discussed. He noted that it ties in well with the Strategic Plan update. He reported that Grants and Procurement Specialist Zac Huneck is currently preparing a Request for Proposal for the Strategic Plan update. General Manager Connell stated that the goal is to release the RFP soon and make an award in January. He invited board members to share any thoughts, concerns, or items they would like to see included in the RFP, noting that he will send a draft to everyone for review.

General Manager Connell noted that Senate Bill 1 will be a major game changer. He said that understanding what this legislation means for Bloomington Public Transportation Corporation over the next five years will be an important component of the Strategic Plan. He added that another goal of the plan is to review previously identified priorities, evaluate accomplishments, and determine next steps. General Manager Connell emphasized that it is critical to move this process forward as quickly as possible.

Chair McLary asked if the goal is to have the Strategic Plan completed by the end of 2026. General Manager Connell confirmed that it is. He noted that the previous Strategic Plan took about ten months to complete. Since this is an update rather than a full rewrite the process should be accomplished more quickly.

Board Member Horn congratulated staff on the budget and commended the work that went into its preparation.

General Manager Connell reported that the 2024 audit has been completed by the State Board of Accounts. He explained that the audit was subcontracted to Pro Financial and the results are included in the complete audit report provided in the board packet. Connell noted that there were no findings and that everything was in order. He commended Controller Browning and Kim Smith for their excellent work. Additionally, he informed the board that the next FTA Triennial Review is scheduled for 2026.

Chair McLary stated that he had a question regarding the budget. He asked whether the bonuses for salaried staff were included in the budget. General Manager Connell replied that they are not included in the budget but are addressed separately in the finance ordinance.

General Manager Connell stated that he would like to update the board on the BOT Request for Quote RFQ process. He explained that for the design and construction of the new facility there were three proposals were initially received. He noted they were then narrowed down to two: Five Twenty Three Development and GM Development.

General Manager Connell noted that the principal developers for each proposal outlined their teams for primary architecture, engineering, and construction services in accordance with BOT procedures. The Evaluation Committee, consisting of General Manager Connell, Board Member Horn, Chair McLary, Grants and Procurement Specialist Zac Huneck, and City Engineer Andrew Cibor from the City of Bloomington, conducted the review.

He explained that in person interviews with the two development teams were held in September. The final interviews were conducted in October to address remaining questions. During the final interview process the Evaluation Committee was informed of the imminent acquisition of Five Twenty Three Development by GM Development.

General Manager Connell stated that GM Development's acquisition of Five Twenty Three Development presents a unique opportunity for the Bloomington Public Transportation Corporation. He said he believes this is advantageous for the organization as it allows them to assemble what he calls the "dream team."

General Manager Connell noted that after completing the final selection the team met one last time with all members to ensure compatibility and effective collaboration. He stated that, after these meetings, the board and staff feel confident in the final team that has been selected and expressed that they are expected to do an excellent job for the organization.

General Manager Connell stated that GM Development will serve as the lead developer and oversee the entire BOT process. He explained that Kimley-Horn will handle civil and environmental engineering, Etica Group will be responsible for architecture and design, and Hagerman will manage construction. General Manager Connell noted that this team has proposed a zero fee scoping period which allows the project to progress without incurring initial costs.

He added that once a conceptual site plan and proposed budget are developed they will be presented to the Board in a public hearing. Following the hearing it will be up to the Board to take final action on executing a contract.

General Manager Connell expressed his appreciation to the Evaluation Committee including Andrew Cibor.

Chair McLary stated that the firm has now been selected. He explained that General Manager Connell will negotiate a contract with the firm after which the scoping period will begin.

Marketing and Development Manager Bryan Fyalkowski gave an overview of the quarterly KPI Report.

Planning and Special Projects Manager Shelley Strimaitis reported on ridership for September 2025. She stated that fixed route service provided 288,823 trips. BT Access provided 2276 trips.

Controller Christa Browning gave an overview of the September 2025 Financial Report.

Human Resources and Marketing Administrator Brenda Underwood reported that in September there were no new hires. She noted that the organization lost three drivers: one did not complete training, one accepted another position, and one was terminated. She stated that, as of now, there is a need to fill six driver positions. Additionally, she noted that the administrative staff position is for a Chief Safety Officer.

Board Member Horn reported that the MPO meeting was cancelled for this month. He noted that the next meeting is scheduled for November 14th.

CLAIMS

Secretary Obermeyer made a motion to approve claims for October 21, 2025. Board Member Horn seconded the motion. The motion was approved unanimously.

PUBLIC COMMENTS

There were no comments from the public.

COMMENTS FROM THE BOARD MEMBERS

There were no comments from the board.

ADJOURNMENT

Secretary Obermeyer made a motion to adjourn. Board Member Horn seconded the motion. The board approved unanimously.

APPROVE:

ATTEST:

12-16-25
James McLary, Chair
Board of Directors BPTC

12-16-25
Nancy Obermeyer, Secretary
Board of Directors BPTC

**REGULAR BOARD MEETING
BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION (BPTC)
NOVEMBER 18, 2025 – 5:30 PM.**

MINUTES

Chair James McLary convened the regular meeting of the Board of Directors of the Bloomington Public Transportation Corporation.

Join Zoom Meeting at the following link:

<http://us02web.zoom.us/j/83967178724?pwd=WWY0TjE0WTVHNXdhdTdvaDhKcVpZZz09>

Meeting ID: 839 6717 8724
Passcode: 248581

One Tap Mobile

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Dial By Your Location

+1 646 558 8656 US (New York)
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+1 312 626 6799 US (Chicago)
+1 669 9000 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)

Meeting ID: 839 6717 8724
Passcode: 248581

ROLL CALL

Board Members and staff present: Vice Chair Kent McDaniel, Board Member Don Griffin, General Manager John Connell, Controller Christa Browning, Operations Manager Mike Clark, Human Resource and Marketing Administrator Brenda Underwood, Planning and Special Projects Manager Shelley Strimaitis, Marketing and Development Manager Bryan Fyalkowski, and Grants and Procurement Specialist Zac Huneck.

Members of the Public: Steve Spade, RAPT DEV.

The following additional persons were also present via Zoom. Chair James McLary, Ian Brown and Dave Askins.

OLD BUSINESS

There was no old business.

MINUTES

No minutes for approval.

NEW BUSINESS ACTION ITEMS

General Manager Connell stated that a subcommittee of the Board, consisting of Chair James McLary and Board Member Doug Horn, met with staff to discuss options for increasing awareness and usage of the BLink micro-transit program. He noted that Marketing and Development Manager Bryan Fylakowski will present a new marketing initiative called Bloomington Transit for Everyone with a key component being the redesign of the BLink micro-transit program for 2026.

Marketing and Development Manager Bryan Fylakowski provided an overview of the new marketing initiative, Bloomington Transit for Everyone, which supports the BLink micro-transit program planned for 2026.

Chair McLary stated that he believes Bloomington Transit for Everyone is beneficial for all.

Vice Chair McDaniel asked if the final costs for the new initiatives in the BLink micro-transit program has been reviewed.

General Manager Connell stated that \$400,000 has been budgeted for the micro-transit program including Bloomington Transit's late-night service. He noted that the budget was intentionally increased to support service growth and added that it will be closely monitored to prevent overspending.

Board Member Griffin asked what the cost of the most expensive trip would be. General Manager Connell said the current maximum subsidy is \$12 and trips are averaging around \$8 per ride.

Board Member Griffin asked how much the marketing budget is for the BLink micro-transit program. General Manager Connell stated that \$100,000 has been budgeted for the program for 2026.

Chair McLary asked whether the budget for marketing BLink would come out of LIT funds. General Manager Connell responded that it would not this year. He explained that all LIT funding for 2026 has been earmarked for the new facility and the land purchase. He said the marketing funds are for LIT related projects that Bloomington Transit is supporting with its own resources. He noted this stems from the initial commitment outlined in the Inter local Agreement and reflects the projects that the City Council and the Administration identified as priorities.

General Manager Connell noted that the bus advertising contract with Mesmerize is set to expire at the end of the year with an option to extend the contract for one additional year. He said he plans to recommend extending the contract for the remaining option year at the December board meeting. He added that before making a formal recommendation he would like to discuss potential changes to the bus advertising policy for 2026. He stated that his recommended changes have been included in the board packet.

General Manager Connell explained that the changes have been divided into two categories: Category One includes 2023 or earlier vehicles and Category Two includes 2024 or newer vehicles. He noted that when the 16 battery electric buses were delivered no advertising was placed on the new buses because the branding was intended to emphasize that these are zero-emission buses. He proposed dedicating internal advertising on the tail end of the battery electric buses for the first five months of 2026. After June 1, 2026, any tail end sign advertising sold would replace the existing ads. He stated that he wanted the Board to review his proposal in advance so they could vote on it at the December Board meeting.

Planning and Special Projects Manager Shelley Strimaitis provided an overview of the UMO system's rates and usage after one year of implementation.

General Manager Connell announced that the Employee Appreciation and Recognition Banquet will take place on Sunday December 7th, at 5:00 p.m. at the Bloomington Country Club and encouraged Board members to attend if they are available.

Human Resources and Marketing Administrator Brenda Underwood stated that this year's 26th annual Stuff-A-Bus event will begin on Thursday December 4th, at Chandler Funeral Home. She noted that the Indiana Department of Child Services is the charitable partner and will distribute the donations to families and children in need throughout Monroe County.

Chair James McLary stated that he has volunteered for Stuff-A-Bus for several years but he will be out of town this year and unable to participate. He encouraged other Board members to spend a few hours volunteering and to experience firsthand how the community supports the event.

Planning and Special Projects Manager Shelley Strimaitis reported on ridership for October 2025. She stated that fixed route service provided 283,019 trips. BT Access provided 2319 trips.

Controller Christa Browning gave an overview of the October 2025 Financial Report.

Human Resources and Marketing Administrator Brenda Underwood stated that a new PM Mechanic started today. She said we are down six bus operators.

Board Member Horn was not present, therefore no MPO report was provided.

CLAIMS

Vice Chair McDaniel made a motion to approve claims for November 18, 2025. Board Member Griffin seconded the motion. The motion was approved unanimously.

PUBLIC COMMENTS

There were no comments from the public.

COMMENTS FROM THE BOARD MEMBERS

Chair McLary introduced Steve Spade from RAPT DEV. Mr. Spade shared that he is from Fort Wayne, Indiana and a graduate of Indiana University. He began his transit career in Fort Wayne and has worked in various transit systems serving as a General Manager until 2024 before moving into a Director of Operations role overseeing 12 other transit systems. He explained that he conducts system evaluations throughout the year and recently reviewed Bloomington Transit. Mr. Spade stated that General Manager John Connell presented to the executive committee and several members remarked that it was one of the absolute best presentations they had seen from a transit system. He highlighted the impressive range of Bloomington Transit projects including micro-transit development, county integration, a new facility and the integration of an electric bus fleet, noting that many systems tackle only one project at a time.

Chair McLary noted that a city representative be invited to the December board meeting to presentation on the College and Walnut corridor study.

General Manager Connell stated that he will reach out to the city to determine their availability and try to schedule it for the December board meeting.

ADJOURNMENT

Vice Chair McDaniel made a motion to adjourn. Board Member Griffin seconded the motion. The board approved unanimously.

APPROVE:

ATTEST:

12-16-25
James McLary, Chair
Board of Directors BPTC

12-16-25
Nancy Obermeyer, Secretary
Board of Directors BPTC